

**PROVINCIAL COLLECTIVE AGREEMENT  
WORKING DOCUMENT**

**BETWEEN**

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

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 59**

**(PEACE RIVER SOUTH)**

**(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION /**

**PEACE RIVER SOUTH TEACHERS' ASSOCIATION**

**(The "Local")**

**AS IT APPLIES IN SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**

**Effective July 1, 2022 – 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.

**2022-2025**  
**PROVINCIAL COLLECTIVE AGREEMENT**  
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## **IT IS MUTUALLY AGREED:**

### **PREAMBLE**

#### **Purpose**

The parties recognize and support the purposes of this Agreement to be:

- a) to set forth the terms and conditions of employment, with respect to local matters, agreed to between the parties;
- b) to promote harmonious relations between the Board and its officials, the Union, and all employees covered under this agreement;
- c) to establish a frame of reference for the parties to work together cooperatively in providing educational services to the pupils in School District No. 59 (Peace River South).

#### **Governing Legislation**

This Collective Agreement is subject to the mandatory legislative provisions affecting the Board and the Union.

#### **Usage**

The use of one gender in this Agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

#### **Salary Protection**

No teacher shall suffer a reduction in basic salary as a result of the implementation of this contract.

## 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*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

1. The employer agrees to deduct from the salary of each employee 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.

**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.21 UNION RIGHTS**

**1. President's Release**

- a. The Board hereby agrees to release the President of the Union from teaching duties for their term of office. Notification for such release shall be made by the Union to the Board, in writing, by May 15th of each year.
- b. The Board will continue to pay the President's salary and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
- c. For purposes of pension, experience, sick leave credits and seniority, the President shall be deemed to be in the full employ of the Board.
- d. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release or to another similar position.
- e. In the event the President is unable to fulfill the presidential duties, the Board shall release another Union member to assume the duties of the President. Provisions of Article A.21.1.a through Article A.21.1.d shall also apply to the teacher replacing the President.



- f. If the reasons for the President being unable to fulfill the presidential duties are related to their health, and a replacement is appointed, then the President shall be able to return from secondment to full employment with the Board for the express intention of using the sick leave provisions provided for in contract.
- g. The Board agrees to release a teacher elected to the position of Unit President, (Chetwynd, Dawson Creek and Area, Tumbler Ridge), from teaching duties for up to 25% time at the request of the respective Unit. All provisions of Article A.21.1.a through Article A.21.1.f shall also apply. The mechanics of the release time must be on a regularly scheduled basis agreed to by the Administrative Officer of the school to which the teacher is assigned, the Superintendent of Schools, the incoming Unit President and the President of the PRSTA.

## **2. Release Time for Local Union Business**

- a. An employee covered by this Agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, the BC Teachers' Council or appointed an official representative or delegate of the local or the BCTF, or who is a Union staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted subject to the Board being reimbursed for the actual cost of the teacher teaching on call (TTOC) and providing a satisfactory TTOC is available. Apply under Article G.28 (Leave for Union Business).
- b. 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 seconded to the Federation, leave of absence without pay shall be granted for the duration of those duties provided notification for such release shall be made by the Union to the Board, in writing, by May 15th of each year. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employment of the Board. In such cases the employee shall be entitled, on written notice at least one month prior to May 31st, to return to employment with the Board effective the commencement of the next school term, and shall be entitled to an assignment similar to that previously held.

### **c. Local Union Staff Representatives**

Local Union school staff representatives, elected in accordance with local Union procedures, shall have the right to:

- i. process grievances;
- ii. convene staff meetings in the school to conduct Union business.

d. **Right to Representation**

Upon receipt of a notice that a meeting has been called of a disciplinary nature which could result in documentation being placed in a teacher's file, the teacher shall have twenty-four (24) hours to decide if they wish to be accompanied by a Union representative. Regular non-instruction days are excluded from the twenty-four (24) hour notice.

e. **Use of School Facilities and Equipment**

The Union shall have the right to conduct Union business on school district property, and shall be permitted to utilize school district facilities and equipment for meetings and other Union activities. The Union shall reimburse the school district for the cost of any materials used or expenses incurred by it.

f. **Communication with Members**

The Union shall have the right to communicate with its members and in order to do so may post information on bulletin boards provided for that purpose in staff rooms or other suitable locations at each workplace, and utilize the internal mail system of the district free of charge.

g. The Union shall be provided with such information relating to its members as is necessary for it to conduct negotiations and administer its affairs as exclusive local representative, with the condition that the employer will only provide data:

- i. that is maintained by the employer in the administration of the affairs of the district and is used for other purposes;
- ii. in the formats established by the employer.

h. The employer shall provide, at no cost to the Union, all financial and other information which has entered into the public domain through action of the Board of Education.

i. Agendas and minutes of all public Board meetings shall be:

- (1) provided to the executive members of the Union; and
- (2) posted in each worksite where PRSTA members are employed.

ii. Copies of all proposed and adopted Board Policies shall be:

- (1) provided to the executive members of the Union; and
- (2) posted in each worksite where PRSTA members are employed.

## **ARTICLE A.22      STAFF ORIENTATION – DISTRICT AND SCHOOL**

1. All employees new to the district shall receive orientation provided by the Board and the Union. The orientation will include the following:
  - a. Upon acceptance of a position, all new employees will receive a package which outlines School District Educational programs;
  - b. In agreement with the PRSTA President, a date will be set by a designate of the Board for the completion of all necessary Board and Union forms. Completion of these forms, prior to the commencement of work, is a condition of employment;
  - c. A Board/PRSTA orientation will be held by September 30<sup>th</sup> to provide new employees with the opportunity of becoming familiar with the Collective Agreement, Benefits, and other related information. Should more than five (5) new employees be hired after the September orientation, an additional orientation meeting will be held by February 28<sup>th</sup>.
  - d. A joint Board/PRSTA dinner meeting will be held by October 31<sup>st</sup> to welcome new teachers. Any teachers hired after October 31<sup>st</sup> will be invited to the dinner in the following year.
2. All employees new to a school shall receive orientation to that school provided jointly by the Administrative Officer and the Staff Rep.
  - a. Information included in the school orientation will be developed by both the Administrative Officer and the Staff Rep.
  - b. Orientation to the school shall be provided as soon as possible after the employee is assigned to the school.

## **ARTICLE A.23      COPY OF AGREEMENT**

1. The Board shall provide all members with an electronic copy of this Agreement. A teacher may request a printed copy if preferred. Thirty (30) printed copies will be provided to the Union. If practicable, copies will be made available within thirty (30) days of the ratification of the Agreement by both parties.
2. The Board shall provide new appointees with an electronic copy of the Collective Agreement as soon after their appointments as is practicable.

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

The Board shall not request, require nor direct employees covered by this Agreement to do work, or carry out duties normally performed by employees engaged in a strike, or locked out; nor shall teachers request, require or direct pupils to carry out such duties. It is expected that usual standards of classroom discipline and tidiness will be maintained, and that teachers will not refuse to take action where the safety of staff or students is concerned.

## **ARTICLE A.25 RIGHT TO REFUSE TO CROSS PICKET LINES**

1. All employees covered by this Agreement shall have the right to refuse to cross, or work behind a picket line arising out of a labour dispute as defined in the Labour Relations Code of British Columbia, or at any time where a threat to the employee's safety exists. Any employees failing to report for duty shall be considered absent without pay. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement, nor shall it be considered grounds for disciplinary action.
2. **Permission to Cross Picket Lines**
  - a. The Union shall grant permission to teachers to cross the picket line only to enable them to feed or care for animals or plants which are normally their responsibility. The Union shall grant this permission upon the request of the teacher concerned.
  - b. The teacher will contact the Administrative Officer or a designated Board Official to set up a mutually agreeable time to enter the school. The Administrative Officer or the Board Official shall accompany the teacher while they are in the school.

(This is only for strikes; during a lockout teachers will not be entitled to enter the school.)

## **ARTICLE A.26 BUDGET PROCESS**

Each year during the life of this Agreement, the Board shall solicit input from the Union when preparing its annual budget. This may be at a Special Board Meeting or a regular Board Meeting used for such purposes.

## **ARTICLE A.27 SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board by-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee,
  - a. the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

## **ARTICLE A.28 EXCLUSION FROM THE BARGAINING UNIT**

Should the Board plan to exclude any position presently included in the bargaining unit or create any new position, the Board shall provide the Union with appropriate information. Any exclusion is subject to the agreement of the parties. If there is no agreement, the matter may be referred to the grievance-arbitration procedure.

## **ARTICLE A.29 CONTRACTING OUT**

1. 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.
2.
  - a. The Board shall not contract out, purchase or acquire, other than from members of the bargaining unit, educational services, the designing, supervision and assessment of educational programs and any other duties that consist of the type and kind of work that would be normally and regularly performed by a teacher without the express agreement of the Union.
  - b. Agreement shall not be unreasonably or arbitrarily withheld by the Union.

- c. Each contract will be decided on a case by case basis, and no contract will exceed the maximum term of one school year.

## **ARTICLE A.30 TEACHERS' ASSISTANTS**

Definition:

### Teachers' Assistant:

A skilled artisan who is there to supplement or enhance the curriculum, under the direction of the teacher.

### Education Assistant:

A person who supports but does not extend or supplement the work of the teacher in the classroom.

1. All teachers' assistants or education assistants shall be under the general supervision of those teachers to whom they are assigned and as approved by the appropriate officer of the Board.
2. Teachers' assistants or education assistants may not be involved in the designing, implementing, supervising and assessing of educational programs, unless they are operating under the supervision of the teacher(s) to whom they have been assigned pursuant to Article A.30.1. Teachers' assistants or education assistants may not evaluate students or educational programs, but they may be required to provide input that may be used by the teacher(s) to evaluate students or educational programs.
3. Teachers who have a teachers' assistant or education assistants assigned to their classrooms or programs are to be provided with a written job description for the position that clearly delineates the role and duties of that assistant.
4. As soon as possible after the teachers' assistant or education assistants is assigned to the school, and definitely before the assistant begins work in the classroom or program, the administrative officer, the teacher, and the aide or assistant will meet to discuss the role and duties of that assistant.
5. Teachers shall not be required to write evaluation reports on or to discipline teachers' assistants or education assistants, but they may be required to provide input which may be used by an administrator in writing an evaluation or disciplining a teachers' assistant or education assistants.
6. The Board shall notify the PRSTA president via e-mail of all teachers' assistants hired by the Board. The notification will include the name and nature of the work, school and the time frame. The Board will provide notice as soon as practicable.

## **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%.



**Local Provisions:**

**10. Revised Salary Grids**

**a. Basic Salary Scale effective July 1, 2022 – June 30, 2023**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 58,634	\$ 64,296	\$ 68,172	\$ 69,535
<b>2</b>	\$ 62,066	\$ 68,411	\$ 72,482	\$ 73,912
<b>3</b>	\$ 65,499	\$ 72,526	\$ 76,789	\$ 78,286
<b>4</b>	\$ 68,931	\$ 76,642	\$ 81,096	\$ 82,661
<b>5</b>	\$ 72,363	\$ 80,757	\$ 85,405	\$ 87,038
<b>6</b>	\$ 75,796	\$ 84,873	\$ 89,712	\$ 91,413
<b>7</b>	\$ 82,388	\$ 92,539	\$ 97,772	\$ 99,612

**b. Basic Salary Scale effective July 1, 2023 – June 30, 2024**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 62,592	\$ 68,636	\$ 72,774	\$ 74,229
<b>2</b>	\$ 66,255	\$ 73,029	\$ 77,374	\$ 78,901
<b>3</b>	\$ 69,920	\$ 77,422	\$ 81,972	\$ 83,570
<b>4</b>	\$ 73,584	\$ 81,816	\$ 86,570	\$ 88,241
<b>5</b>	\$ 77,247	\$ 86,209	\$ 91,170	\$ 92,913
<b>6</b>	\$ 80,912	\$ 90,601	\$ 95,768	\$ 97,583
<b>7</b>	\$ 88,196	\$ 99,063	\$ 104,665	\$ 106,635

c. **Basic Salary Scale effective July 1, 2024 – June 30, 2025**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 64,470	\$ 70,695	\$ 74,957	\$ 76,456
2	\$ 68,243	\$ 75,220	\$ 79,695	\$ 81,268
3	\$ 72,017	\$ 79,744	\$ 84,431	\$ 86,077
4	\$ 75,792	\$ 84,270	\$ 89,167	\$ 90,888
5	\$ 79,565	\$ 88,795	\$ 93,905	\$ 95,700
6	\$ 83,339	\$ 93,320	\$ 98,641	\$ 100,511
7	\$ 90,939	\$ 102,144	\$ 107,920	\$ 109,951

**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. [See Article B.2.8]
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. Definition:**

A teacher teaching on call (TTOC) for the purposes of this agreement shall mean a certified teacher hired on a day-to-day basis.

**8. Minimum Call-Out Period:**

- a. No assignment of a TTOC at a school shall be for less time than that of the morning session or the afternoon session of the school.
- b. A TTOC assigned to a school for a full day, or a part day as described in Article B.2.8.a, and not utilized, or utilized for only a portion of the time, shall be paid for the full day or part day as assigned.

**9. Extended Assignment:**

For the purpose of consecutive days in an assignment pursuant to Article B.2.6, non-employment on a non-instructional day shall not be considered to break continuity.

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

**PCA Article B.3 does not apply in School District No. 59 (Peace River South).**

**ARTICLE B.4 EI REBATE**

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

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

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

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

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

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

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

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

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

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

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

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

- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

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

PCA Article B.8 is not applicable in School District No. 59 (Peace River South). See Article B.9.

**ARTICLE B.9            PAY PERIODS**

PCA Article B.9.1 through B.9.3 is not applicable in School District No. 59 (Peace River South). See Article B.9.4 below.

**Local Provisions:**

- 4. Teachers may have the option of being paid on a ten or twelve (10 or 12) month basis subject to the following conditions:
  - a. An authorization form must be in Payroll by 4 p.m., September 10. No applications will be accepted after the deadline.
  - b. Once a teacher has requested either the ten or twelve month (10 or 12) plan, their method of pay cannot be changed until the next September. If Payroll does not receive an authorization form, the employee will be paid over ten (10) months.
  - c. **The Twelve Month Plan**
    - i. Approximately two twelfths (2/12) of the employee’s net September pay, less any adjustments for miscellaneous deductions, will be deducted at the end of each month from September to May.
    - ii. The total amount deducted during the nine (9) pay periods shall be paid out in full on the final pay day at the end of June.
    - iii. The amount deducted will be based on the net pay after Tax, CPP, and EI have been calculated on the ten (10) month taxable earning.

Therefore, the amount paid out in June will not be subject to these deductions.

- d. At the beginning of a new school year, a returning teacher will only have to complete a new authorization form if they would like to change their method of pay.
5. Teachers shall be paid on a twice monthly basis:
- a. An advance of the monthly salary shall be paid on the fifteenth (15th) of the month or, if the fifteenth (15th) is not a working day, on the last working day prior to the fifteenth (15th) of the month. The amount of the advance shall be set in September as fifty percent (50%) of net monthly salary.
  - b. The remainder of the salary shall be paid on the last working day of the month.
6. **Automatic Deposit**
- a. The payments shall be made by automatic deposit to the employee’s account and in accordance with the requirements of the Employment Standards Act.

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

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of:
- |                               |                  |
|-------------------------------|------------------|
| <b>Effective July 1, 2022</b> | \$0.60/kilometre |
| <b>Effective July 1, 2023</b> | \$0.64/kilometre |
| <b>Effective July 1, 2024</b> | \$0.66/kilometre |
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.

**PCA Article B.10.4 is not applicable in School District No. 59 (Peace River South).**

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

**ARTICLE B.11 BENEFITS**

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

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

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

**Local Provisions:**

**5. Health and Welfare Benefits**

- a. The Board will purchase insurance plans to provide Union members, whose F.T.E. is 0.5 or more, with health and welfare coverage as set out in Article B.11, subject to the following terms and conditions:
  - i. the Board has the right to select the carrier(s) for all insurance coverage.
  - ii. no teacher employed by the Board shall be permitted to carry primary coverage and also be covered as a dependent under the insurance plans provided in this Agreement.
  - iii. the equivalent dollar value of the Board's share of premiums shall be applied firstly to those premiums which are not taxable benefits.
  - iv. Article B.11.5.a.i and B.11.5.a.ii do not apply to the Provincial Extended Health Benefit Plan.

**b. Basic Medical Services:**

The Board shall pay one hundred percent (100%) of the premium cost of medical service coverage provided by the B.C. Medical Services Plan.

**c. Extended Health Services:**

The Board shall pay one hundred percent (100%) of the premium cost for teachers who meet all the requirements of membership in the Provincial Extended Health Benefit Plan.

**d. Dental Services:**



- i. The Board shall pay seventy-five percent (75%) and the teacher the other twenty-five percent (25%) of the cost of the premium. Benefits of this plan shall include those regularly included under Plan A with one hundred percent (100%) coverage, Plan B with eighty percent (80%) coverage, Plan C with fifty percent (50%) coverage. Effective July 1, 2015, Plan C coverage is seventy-five percent (75%).
- ii. A teacher is eligible for orthodontic services under Plan C after twelve (12) months participation in the Plan. This benefit is subject to a lifetime cumulative payment of seventeen hundred & fifty dollars (\$1750) per patient. Effective July 1, 2015, the Plan C lifetime maximum is five thousand dollars (\$5000) per patient.
- iii. Participation in the dental plan shall be a condition of employment for all teachers entering the employ of the Board on or after September 1, 1979, except where the teacher is already covered by a spousal or family plan.
- iv. Coverage shall be based on the current fee schedule.

e. **Group Life Insurance:**

The Group Life Insurance Plan shall provide the following coverage to teachers meeting the requirements of the carrier:

- i. Basic two (2) times annual earnings rounded to the next higher multiple of one thousand dollars (\$1000). Coverage reduces at age sixty-five (65) to fifty percent (50%) and terminates at age seventy (70).
- ii. Accidental Death & Dismemberment - for dismemberment, according to the schedule provided by the carrier; for accidental death, two (2) times annual earnings, rounded to the next higher multiple of one thousand dollars (\$1000).
- iii. The Board shall pay one hundred percent (100%) of the premium cost of Group Life Insurance and Accidental Death & Dismemberment coverage.
- iv. B.C.T.F. Optional Life Insurance:

Should teachers wish to participate in the B.C.T.F. group plan to provide supplementary life insurance coverage fully paid for by the teachers, the Board agrees to deduct the premiums, providing that the Union will ensure that this will be the limit of any Board administrative responsibility.

6. **Benefit Protection**

The Board shall continue to maintain premium payments of any benefits as per this

Agreement, on behalf of a teacher, during the period the teacher is on medical leave of absence and is in receipt of Salary Indemnity Plan - Short Term Benefits, and for a period of twelve (12) calendar months from the effective date of coverage of a teacher on medical leave of absence and in receipt of Salary Indemnity Plan - Long Term Benefits.

**7. Benefit Plan Information**

The Board shall provide the Union with a copy of all master teacher benefit plans and a copy of the financial/actuarial statements for these plans as they become available. [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2.]

**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 also Article B.28 (Experience) for further experience recognition provisions.]

**ARTICLE B.21 SALARY CATEGORY**

1. The salary category of teachers will be as verified as the most recent evaluation of the Teachers' Qualification Service. Verification is the responsibility of the teacher and must be provided by November 30th or within three months of the start of employment, (whichever is earlier). This deadline also applies to changes in salary category resulting from increased qualifications. The deadline shall be extended if the teacher can show that there is a delay in processing the necessary documentation.
2. Placement of each teacher upon the salary scale shall be in accordance with such qualifications and experience as hereinafter provided.

3. Teachers holding qualifications for the EB Category will be placed in Category 4.

## **ARTICLE B.22 PRACTICAL ARTS TEACHERS**

Teachers employed in a Career Preparation, Pre-Apprenticeship or Practical Arts Program which requires additional certification beyond teacher certification and/or direct experience working in business/industry may be paid on a salary scale which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools, placement not to exceed Category 5.

## **ARTICLE B.23 PART-TIME TEACHERS' PAY AND BENEFITS**

1. Part-time teachers shall be paid a pro-rata salary based on their F.T.E. assignment to the district.
2. The length of the instructional week shall be determined by the Board in conformity with the School Act and Regulations, less the length of the noon intermission.
3. Part-time teachers with an assignment of 0.5 F.T.E. or more shall be eligible to participate in all benefit plans on the same basis as full time teachers.

### **4. Sick Leave**

Part-time employees shall be eligible for sick leave provisions proportionate to their assignment as specified in Article G.21.1 (Sick Leave).

### **5. Pension Coverage**

Teachers on continuing contracts who move from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit.

## **ARTICLE B.24 POSTS OF SPECIAL RESPONSIBILITY**

1. The following positions shall be called Posts of Special Responsibility: Department Heads, Counsellors, Student Programmers, Head Teachers, Teacher-in-Charge.
2. A job description for a person in a position of special responsibility will be developed jointly by that person and their immediate supervisor, following guidelines established by the joint Board/Union committee.
3. Should the position of special responsibility become vacant, the job description in effect will serve as the description for the position. Upon filling the vacancy the provisions of Article B.24.2 apply.

4. Teachers assigned to a position of special responsibility shall be paid an allowance per year, or fraction thereof, proportionate to their assignment, as follows:
  - a. Department heads, Counsellors: 4 1/2% of Category 5 Maximum
  - b. Head Teacher: 8% of Category 5 Maximum
  - c. Teacher-in-Charge:

According to the following formula:

$$\frac{\text{Amount X Cat. 5 max. (to the nearest cent)}}{195}$$

<u>F.T.E. Staff</u>	<u>Amount</u>
Less than 10	.069 per day
10-15	.121 per day
16-25	.173 per day
Over 25	.225 per day

5. Appointments to these posts, (except for Teacher-in-Charge), shall be for one (1) year.
6. All positions covered in Article B.24 shall be advertised as Posts of Special Responsibility and the allowance shall be included in the advertisement.

#### **ARTICLE B.25 PRO RATING OF ALLOWANCES**

A person appointed during the school year to any position carrying an allowance shall be paid 1/10 of the annual allowance per month employed in that position during the remainder of the school year.

#### **ARTICLE B.26 LETTER OF PERMISSION**

Holders of a Letter of Permission, whose years of preparation cannot be equaled to years of university training, shall be placed in a category which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools, placement not to exceed Category 5.

#### **ARTICLE B.27 NEW CATEGORIES**

In the event that a new category is created during the life of the salary contract, then the allowance or salary shall be decided by negotiation between the Board and the Union and then shall form an addendum to the current salary contract.

## **ARTICLE B.28 EXPERIENCE**

1. Full credit will be granted upon initial appointment for teaching experience in all government-inspected schools. The Salary Review Committee, Article B.29.1, shall decide what constitutes “teaching experience” where this is in question.
2. Upon initial appointment, experience shall be recognized as follows:
  - a. Eight (8) months of full-time employment or its equivalent, as defined in Article B.28.2.b shall constitute a year’s experience for increment purposes.
  - b. Periods of part-time teaching and short term appointments of one month or more shall be added together for accumulation of years of experience credit.
  - c. Part-time teachers will qualify for experience credits proportionate to the percentage of time employed. Periods of consecutive teaching of one month or more during a school year shall be combined to carry experience credits.
  - d. Educational administrative service as a member of staff of the Ministry of Education carries credit.
  - e. Service as a member of a faculty recognized by the Ministry of Education for certification purposes shall carry full credit.
  - f. Absence while on paid sick leave and maternity leave, (as per Employment Standards Act), shall carry full experience credit.
  - g. Teachers on exchange shall be granted experience increments as if they were teaching in School District No. 59.
  - h. A teacher with work experience in fields directly related their subject teaching areas may be placed on the salary scale above their regular placement by the Superintendent of Schools in consultation with the Salary Review Committee.
  - i. To accommodate those teachers who have accumulated experience as described in Article B.28.2.b and B.28.2.c, salary increments will be awarded on two anniversary dates, September 1 and February 1.

[See also Article B.14 (Experience Recognition) for further experience recognition provisions.]

## **ARTICLE B.29 REVIEW OF SALARY PLACEMENT**

1. Salary placement of all teachers will be reviewed in October of each year by a joint committee called the Salary Review Committee, made up of representatives of the district educational and administrative staff, and the Union. Teachers who have concerns about the accuracy of their salary placement shall bring them to the attention of their Union

representatives on the review committee.

2. Adjustments for underpayment of salary shall be made immediately at the closest pay period. Recovery of overpayment shall be made over a period not to exceed the balance of the current fiscal year.

#### **ARTICLE B.30 COACHES/TEACHER SPONSOR OUT-OF-POCKET EXPENSES**

With prior authorization, coaches and teacher sponsors shall be reimbursed for the following expenses incurred in the performance of their duties:

- a. Per diem of thirty-two dollars (\$32). Breakfast seven dollars (\$7), Lunch nine dollars (\$9), and Supper sixteen dollars (\$16).

And, upon presentation of receipts:

- b. Approved accommodation costs.
- c. Other necessary expenses, such as telephone, at cost.

#### **ARTICLE B.31 FIRST-AID ATTENDANT**

1. The Board shall pay an allowance per annum, as follows, to designated teachers holding an approved First-Aid Certificate. The cost of the fees for obtaining and renewing such certificate shall be reimbursed by the Board upon presentation of proof of successful completion.

- a. Effective July 1, 2022 \$337.93
- b. Effective July 1, 2023 \$360.74
- c. Effective July 1, 2024 \$371.56

2. A teacher providing first aid to students is deemed to be acting within the scope of their employment and is covered by the Board's insurance policy.

#### **ARTICLE B.32 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as one two-hundredth (1/200) of the current rate of annual salary of the teacher.
2. A teacher shall be paid one tenth (1/10) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

3. In the event that a teacher commences work on a day other than the first prescribed school day that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
  - a. One twentieth (1/20) of regular monthly salary for each day taught or
  - b. Full regular monthly salary less one twentieth (1/20) of the salary for each day not taught.

### **ARTICLE B.33 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The parties agree that an employee and family assistance program is desirable and worthy of their joint support. They agree to continue efforts to maintain such a program.

### **ARTICLE B.34 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duty as an employee of the Board, and
  - a. an investigation by the Board has not concluded that the accusation is true;
  - b. 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, the teacher shall be entitled to assistance from the Board as provided in Article B.34.
2. The teacher shall be entitled to use appropriate leave provisions of the Contract to access medically prescribed specialist counselling services and/or medical assistance to deal with negative effects of the allegation(s).
3. The teacher shall be assisted by the Board in assuring successful return to teaching duties which may include, where requested by the teacher, provision of factual information to parents by the Board.



## **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:**

**6. Definition of Seniority**

- a. In Article C.2 ‘seniority’ means a teacher’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purpose of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.
- b. In addition to the provisions of Article C.2.7.a, the seniority for a teacher on a continuing contract shall include:
  - i. TTOC seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two or more teachers is equal pursuant to Article C.2.7.a and C.2.7.b, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two or more teachers is equal pursuant to Article C.2.7.c, then the greatest combination of seniority plus time on leaves as set out in Article G.54 will be deemed to be the most senior.

- e. When the seniority of two or more teachers is equal pursuant to Article C.2.7.d, the teacher with the greatest number of days teaching on call with the Board prior to appointment shall be deemed to have the greatest seniority.
- f. When the seniority of two or more teachers is equal pursuant to Article C.2.7.e, the teacher with the greatest number of years recognized for salary purposes shall be deemed to have the greatest seniority.
- g. When the seniority of two or more teachers is equal pursuant to Article C.2.7.f, the teacher with the earliest date and time of acceptance of an offer of employment by the Board shall be deemed to have the greatest seniority.
- h. When the seniority of two or more teachers is equal pursuant to Article C.2.7.g the tie shall be broken by a draw.
- i. For the purposes of Article C.2 the following leaves shall accrue seniority:
  - i. paid educational leave;
  - ii. sick leave paid by the Board;
  - iii. maternity leave as per the Employment Standards Act;
  - iv. secondment to the Ministry of Education and the Faculty of Education;
  - v. leave for teaching duties with D.N.D. or C.U.S.O;
  - vi. approved exchanges with or loan to another school authority;
  - vii. leave for duties with the Union, the BCTF, and the Teacher Regulation Branch;
  - viii. leave for elected office at the provincial or federal level;
  - ix. Article G.2 (Compassionate Care Leave).
- j. For the purposes of Article C.2, the following leaves shall not accrue seniority:
  - i. medical leave covered by the BCTF Short Term/Long Term Salary Indemnity Plan;
  - ii. approved maternity leave beyond the period set out in the *Employment Standards Act*;
  - iii. Deferred Salary Leave Plan;
  - iv. all other approved leaves of absence;
  - v. time on the district layoff/recall list.

- k. For the purposes of Article C.2, service as an Administrative Officer in School District No. 59 (Peace River South) shall accrue seniority.

### **ARTICLE C.3 EVALUATION**

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

#### **Local Provisions:**

2. All reports on the work of a teacher shall be in writing and no supplementary, oral or written report shall be made.
3. Each written report on the work of a teacher shall be drafted on the basis of a reasonable number of informal observations and not less than three (3) or not more than six (6) formal observations, which reflect the teacher's assignment. The evaluator shall first seek agreement with the teacher on the purposes of the evaluation, the time span and schedule, and the criteria to be used.
4. The criteria shall relate to those aspects of the teaching situation which can be reasonably expected to be the teacher's responsibility.
5. Teaching reports will only include reference to extra-curricular activities with the consent of the teacher.
6. The teacher shall have the opportunity to select half the formal observation times.
7. Prior to each formal classroom observation a pre-observation conference shall be held for the purpose of determining the objective of the lesson(s); what activities will be observed; and also for the evaluator to become aware of any special group or individual characteristics within the classroom.
8. Within one (1) working day of each observation or evaluatory visit, the evaluator shall discuss with the teacher their observations and impressions; such observations and impressions shall further be provided for the teacher in the form of a written statement.
9. The evaluator shall provide the teacher with a copy of all notes taken during a formal observation. Such notes are to include descriptive data and a subjective commentary. These notes are to be given to the teacher on the day of the evaluator's visit.
10. The comments of the evaluator shall be specific and shall be based on personal observation.

11. Where improvements are necessary, any written report on a teacher shall include constructive suggestions and advice.
12. The content of a teaching report shall be a specific, objective description of teaching performance. Judgments shall be adequately substantiated.
13. Initial observation of teachers who are new to the district should occur within one (1) month after date of assuming duties.
14. Before issuing a draft of any written report on a teacher, the Officer shall review the document at a private meeting with the teacher. Within three (3) working days of this meeting, the Officer shall provide the teacher with a copy of the final draft.
15. There shall be opportunity for the teacher to countersign the final copy of the evaluation report at the time it is issued. This signature is solely an indication that the teacher has received a copy of the report and does not imply acceptance of the contents.
16. The teacher shall have the right to submit to the Officer a written commentary on the contents of the final report which shall be filed with all copies of the report.
17. When a less than satisfactory report is written, the second report shall be written by the Superintendent of Schools or their designate. This Officer shall not be the same as the Officer writing the initial report.
18. In the event of a less than satisfactory report, a professional plan of assistance, including a time line, shall be developed in consultation with the teacher and the evaluator or designate. At any meeting(s) referred to in this paragraph, the teacher shall have the right to be accompanied by a Union representative.
19. All teachers appointed to a temporary position, of at least two (2) months duration, shall receive a formal evaluative report written as outlined in Article C.3 and such reports are to be issued prior to the conclusion of their employment.
20. **Routine Evaluations:**
  - a. All teachers will be evaluated in their first year of employment with School District No. 59 (Peace River South).
  - b. Teachers who are assigned to a new position and who lack the qualifications and/or experience necessary for the position will be evaluated in the first year of assuming the new position.
21. **Non-Routine Evaluation:**
  - a. Teachers who receive a less than satisfactory report in the routine evaluation scheme will have subsequent evaluations in a time period as described in the Collective Agreement.

- b.
  - i. When an Officer of the Board believes that the teaching performance of a teacher requires review, the Officer is to meet with the teacher and outline the concerns and reasons for the concerns. Consensus is to be strived for in determining what actions the teacher should take to correct the problem(s) and the time period necessary to implement the corrections. A written summary of the meeting is to be signed by both parties. If no consensus is reached, the Officer is to place their concerns and suggestions in writing and to confirm the substance of the meeting and areas of agreement and disagreement. A copy of this summary will be provided to the teacher.
  - ii. A second meeting is to be held after the timelines set as a result of the first meeting to review the situation. The Officer is to present to the teacher evidence supporting their position that the original concerns have been addressed or are still outstanding. If the outstanding issues are considered to be serious, the Officer is to inform the teacher in writing that they will be conducting a formal evaluation of the teacher, with a copy of this correspondence being filed with the Superintendent of Schools and the President of the PRSTA.

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

##### **1. Experience Credit**

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

##### **2. Increment Date for Salary Grid Placement**

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

#### **ARTICLE C.21 SECURITY, LAYOFF, RECALL, AND SEVERANCE**

- 1. Security of employment increases in proportion to the length of service in the employ of the Board. However, to ensure the continuation of high quality educational programs for pupils, this security of employment is subject to the provision that a teacher's service continues to be satisfactory and that the teacher possesses the necessary qualifications and experience for the positions which are available.

2. Qualification for filling a teaching position will be based on:
  - a. training;
  - b. experience as documented in the teacher's personnel file;
  - c. educational preparation and certification;
  - d. demonstrated ability.
3. A teacher shall be considered qualified within the teaching specialty they are currently assigned to and/or the teaching specialty which represents their primary supervisory responsibility, or
  - a. by demonstrating satisfactory teaching performance in the teaching specialty within the last five (5) years, as established by an official report as described in the School Act and Regulations, or
  - b. if the following educational preparation is verified in official transcripts:
    - i. a major or minor in the teaching specialty as established for layoff and recall purposes, or
    - ii. three or more university courses have been completed (equal to nine (9) UBC units) in the teaching specialty within the last five years, or
    - iii. two university courses have been completed (equal to six (6) UBC units) in the teaching specialty, with evidence of participation in a series of professional development workshops directly related to the teaching specialty and/or enrollment in relevant short courses or audit courses.
4. In determining whether or not a teacher has the necessary qualifications for a position, the willingness and ability of the teacher to complete educational courses or take training relevant to the position shall be taken into consideration.
5. **Security of Employment Based on Seniority and Qualifications**
  - a. For the purposes of Article C.21, "termination", "layoff" and "reduction in total number," includes termination of teachers on continuing contracts and temporary teachers prior to the end of the term of the contract.
  - b. When for a bona fide educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed by the district, or to eliminate or reduce the level of educational programs, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, subject to the provision that they possess the necessary qualifications for the positions available. Transfers from one program or school to another may

be initiated by the Board to facilitate the application of seniority provided the transferred teacher possesses the necessary qualifications and/or experience.

- c. The Board shall give each teacher it intends to layoff, pursuant to Article C.21, a minimum of thirty (30) calendar days' notice in writing. Layoff notices will be issued on:
  - i. any working day between, and including, September 1 and October 5; or
  - ii. the fifth (5th) day after the Board receives its Final Budget Revenue from the Ministry of Education; or
  - iii. any working day between, and including, February 1 and March 1; or
  - iv. a minimum of at least thirty (30) calendar days prior to June 30, to be effective for June 30.
- d. If a teacher has been declared surplus in their school and there is no vacancy in that teacher's area of qualification within their community of residence;
  - i. The surplus teacher shall be assigned to the position held by the least senior teacher in the community who holds a position for which the surplus teacher is qualified, and
  - ii. The position to which the senior teacher is transferred must be an appointment equal to, or greater than, the percentage (%) of time of the appointment that they held prior to the transfer.
- e. If teachers with continuing contracts remain unplaced because there are no available positions for which they are qualified, the Board may lay off the teacher in the district with the least seniority who is holding a position for which the senior teacher has the necessary qualifications so that the teacher placed in the job is the more senior and the teacher laid off is the least senior in the district.
- f. Where a successful appeal necessitates a subsequent layoff, the layoff notice will contain the reason for the layoff and a list of teaching positions for which a teacher with less seniority was retained. The Board shall concurrently forward a copy of such notice to the Union.

## 6. **Teacher's Right to Re-Engagement**

- a. The name of a teacher who has been laid off, and who has accrued seniority, will be maintained by the district on the recall list until:
  - i. the teacher has been recalled to employment, or
  - ii. the teacher does not accept a valid offer, or
  - iii. sixteen (16) months have elapsed from the effective date of layoff, or



- iv. the teacher accepts a continuing teaching position in another school district.
- b. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher on the recall list who has the most seniority subject to the provision that the teacher possesses the necessary qualifications of the teaching position available. If that teacher declines the offer, the position shall be offered to the teacher on the recall list with the next greatest seniority and the necessary qualifications. The process shall be repeated until either the position is filled, or the recall list has been exhausted. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this Article.
- c. A valid offer shall be defined as a position within the district that is:
  - i. the same percentage or more of employment for which the laid off teacher was engaged, and
  - ii. in a teaching specialty for which the teacher possesses the necessary qualifications and
  - iii. is not limited to being in the same geographic area as the previous employment.
- d. An offer is not valid if at the time such teacher would be entitled to maternity leave or is attending university.
- e. A teacher who is offered re-engagement pursuant to this Article must inform the Board whether the offer is accepted or not, within forty-eight (48) hours of receipt of the offer, exclusive of weekends and statutory holidays.
- f. The Board shall allow fourteen (14) calendar days from an acceptance of an offer under Article C.21.6.b and C.21.6.c for the teacher to commence teaching duties, provided that, where a teacher is required to give a longer period of notice to another employer, such longer time be allowed, but must not exceed thirty (30) days.
- g. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if they held a continuing appointment at the time of lay off.
  - i. If the re-engagement assignment is for a specified term and/or for an amount of employment different from that of the teacher's position before layoff, the teacher shall maintain their position on the recall list.

- h. In the selection of teachers for termination, and for purposes of recall, a part-time teacher who is senior to another teacher shall be entitled to be retained:
  - i. if the junior teacher's time is of the same percentage of time;
  - ii. if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it.
- i. The name and starting date of each teacher employed on continuing or temporary contract will be maintained on a seniority list.
  - i. The starting date is to be defined as the date on which earning of a salary commenced.
  - ii. The seniority list is to be maintained by the Board and made available to the PRSTA, and district schools.
  - iii. The list will be prepared and distributed no later than January 15 of each year.
  - iv. Errors in the seniority list must be brought to the attention of the Superintendent of Schools within thirty (30) calendar days of the list being published.
- j. The Board shall maintain a recall list. Copies of the list will be sent to each person on the list and the Union at least once during the spring term of each year.
  - i. Teachers on the recall list will be responsible for advising the office of the Superintendent of Schools of any changes in address or telephone number.
  - ii. Failure to advise the office of the Superintendent of Schools of a change of address or telephone number may constitute a forfeiture of the teacher's position on the recall list.
- k. For the purpose of retraining for available positions a teacher who retains the rights of re-engagement shall be entitled to make application for grants from the professional development funds provided in this Agreement, or from funds provided by the Board, and such application shall receive preferential consideration.
- l. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave accumulated at the date of termination.

- m. Teachers on the recall list shall be entitled, if otherwise eligible, to participate in the employee benefit plans in which they are enrolled at the time of the layoff for a period of up to sixteen (16) months.
  - i. After thirty (30) days the teacher must assume full payment of the cost of premiums.
  - ii. Teachers on the recall list shall notify the Secretary-Treasurer within ten (10) calendar days of the effective layoff indicating whether they wish to waive or participate in the benefit coverage pursuant to Article C.21.

**7. Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, save and except a teacher who is terminated or dismissed pursuant to sections of the School Act providing for dismissal or termination for cause, may elect to receive severance pay, as set out in this Article.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each year's service to a maximum of two (2) years' salary.
  - i. Salary on which severance pay shall be calculated shall be based on the teacher's salary at the time of their layoff.
  - ii. For purposes of Article C.21, a teacher who has taught less than one year shall be deemed to have taught for one year.
- c. A teacher who wishes to elect severance pay shall notify the Board of their intention within thirty (30) calendar days following the effective date of the layoff.
- d. A teacher who received severance pay and is subsequently re-hired shall retain any payment granted under the terms of Article C.21.
- e. A teacher who accepts severance pay shall be considered terminated and shall not be eligible for placement on the recall list.
- f. The teacher may choose to receive severance pay:
  - i. in one lump sum within thirty (30) days of termination;
  - ii. In monthly installments of ten percent (10%) of the total amount payable, commencing at their next regular pay period.

## **ARTICLE C.22      EMPLOYMENT ON CONTINUING CONTRACT**

1. Every appointment made by the Board, except for appointments of temporary and teachers teaching on call, all subject to the provisions of this Agreement, shall be deemed to be a continuing contract until the contract has been terminated, the teacher has been dismissed or ceases to be a member of the Teacher Regulation Branch.
2. Teachers with continuing contracts shall be entitled to retain their continuing contracts when reassigned to any teaching position in the District through the Posting and Filling and Transfer processes. A continuing contract teacher, who applies for and is awarded a term position, shall vacate that position at the end of the specified term. That teacher must then apply for posted positions pursuant to the provisions of Article C.25.4. There will be no guarantee of the teacher remaining in the geographic area of the term position.

## **ARTICLE C.23      TEMPORARY APPOINTMENTS**

### **1. Interpretation**

- a. For the purposes of interpretation of this section the major geographic regions in School District No. 59 are: Chetwynd and contiguous area, Dawson Creek and contiguous area, and Tumbler Ridge.
- b. The Board and the Union both recognize that from time to time positions for a specified term will be created as a result of Ministry and or Board initiatives. For the purposes of this Agreement, such positions will be referred to as “special project” positions.
- c. In School District No. 59, a term position is a position temporarily existing as a result of a special project or temporarily vacant as a result of the granting of a leave of absence. Subject to the limitations in Article C.23.2, the Board shall have the right to designate particular positions as term positions to accommodate the return of teachers who are on leaves of absence.

### **2. Limitation:**

- a. At September 1 of the school year, the number of teachers with temporary contracts in the District shall not exceed the total number of teachers on leave from the District plus the number of temporary special projects positions in the District.
- b. A position that comes available after September 1 in the school year is considered to be a temporary position for the remainder of that school year but would be considered a vacancy for the following year and must be posted according to Article C.25.

### **3. Employment of Temporary Contract Teachers**

- a. The Board shall appoint teachers to temporary contracts only to fill temporary positions as specified in Article C.23.1.c, or where teachers have declined a continuing contract.
- b. The Board agrees to provide to the Union no later than October 1 in any school year a list of teachers hired on temporary contract for the school year and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
- c. The Superintendent of Schools may request teachers with continuing contracts to apply for part-time leave when a full-time continuing position is unavailable, or where it is determined that the individual lacks the necessary qualifications for available positions.
- d. Temporary teachers eligible for continuing appointments may decline the offer of a continuing appointment and remain on a temporary appointment.

### **4. Re-employment of Temporary Contract Teachers**

- a. Teachers who have been employed by the Board on one or more temporary contracts shall have first right of refusal to further available temporary contracts for which they apply, subject to Article C.25 (Posting and Filling Vacant Positions,) and the provisions below, provided that a formal written report indicates satisfactory performance. This right of refusal shall last for a period of sixteen (16) months from the last day of the most recent temporary contract.
- b. Former temporary contract teachers offered available temporary contracts shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available as per Article C.25.1.d.i through Article C.25.1.d.iii.
- c. Former temporary contract teachers lose their priority to re-employment after refusal of two (2) positions within the geographic region of their former employment. This shall not prejudice the teacher's right to apply for future positions.
- d. Former temporary contract teachers do not lose their priority to re-employment after refusal of positions outside the geographic region of their former employment.

5. **Conversion to Continuing Contract**

- a. Teachers who have been employed by the Board on temporary contracts shall be entitled to available continuing contracts commencing with the teacher with the greatest seniority who has the necessary qualifications for available positions and a formal written report indicating satisfactory performance.
- b. A continuing appointment shall be awarded to each teacher who has served two (2) full years on a temporary appointment, provided there has been no break in the teacher's continuity of service, and the teacher possesses the necessary qualifications for available positions.

**ARTICLE C.24 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT**

- 1. Prospective appointees shall be informed in writing where feasible, or by telephone, or via internet/email of the nature of the possible assignment, the expectations of the Board and of the schools, and of the learning, working and living conditions in the district, prior to appointment to the district.
- 2. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, Assistant Superintendent, Director of Instruction, Secretary-Treasurer, or Administrative Officer that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- 3. The Board shall provide new appointees with a suitable program of orientation as per Article A.22 (Staff Orientation).

**ARTICLE C.25 POSTING AND FILLING VACANT POSITIONS**

1. **Definitions:**

a. **Appointment:**

An appointment is the full-time or specified part-time employment by a school district of a teacher on a continuing or temporary basis.

b. **Position:**

A teaching position is a specified subject area or areas and/or grade level or levels at a designated school or other work location to which a teacher is assigned.

c. **Vacancy:**

A vacancy means an existing or newly created teaching assignment or position to which a teacher has not been assigned subsequent to any school-based reorganization and/or timetabling.

d. **School-Based Reorganization/Timetabling:**

Teachers are permitted to fill newly created or vacated positions within their own school provided they possess the necessary qualifications. For the purposes of Article C.25, a teacher shall be considered qualified

- i. within the teaching specialty they are currently assigned to and/or the teaching specialty which represents their primary supervisory responsibility, or
- ii. by demonstrating satisfactory teaching performance in the teaching specialty within the last five (5) years, or
- iii. if educational preparation, verified in official transcripts, shows the teacher has a major, (equivalent to five (5) full year courses/fifteen (15) old UBC units), in the teaching specialty.

2. All vacancies will be posted on the School District website. The District will email postings to Staff Reps at every school and the local President. If deemed necessary, vacancies can then be advertised outside the school district.
3. Every reasonable effort shall be made to notify bargaining unit members eligible for appointment or transfer of vacancies which become available during school holidays.
4. a. After considering the necessary qualification and experience, the priorities for filling a vacant position shall be:
  - i. teachers with continuing contracts transferred on the initiative of the Board,
  - ii. teachers on continuing contracts including those on leaves of absence applying for posted positions, and Administrative Officers entering the bargaining unit pursuant to Section 21 of the School Act,
  - iii. teachers on the recall list,
  - iv. teachers on a temporary contract or teachers having held previous temporary contracts with the Board, as per Article C.23.4.a (Temporary Appointments), applying for the posted position,

- v. Teachers Teaching on Call (TTOCs) who are on the School District List,
  - vi. new appointees to the district.
- b. Where two or more candidates in any grouping have the necessary qualifications and experience for the vacant position, the teacher with the greatest seniority shall have preference.
  - c. Once a teacher has acquired a position through the posting and filling process, that teacher cannot be displaced by a more senior teacher who has the qualifications for the job but who chose not to apply for it when it was posted.

**ARTICLE C.26 TRANSFERS**

- 1. Transfers shall not be initiated by the Board as a disciplinary measure, for administrative preference or convenience, for arbitrary or capricious reasons or for the sake of change or rotation only.
- 2. **Transfers from a School**

For the purpose of Article C.26 the major geographic areas of the school district are deemed to be Chetwynd and contiguous area, Dawson Creek and contiguous area, and Tumbler Ridge.

No teacher shall be transferred from their school without the agreement of the teacher unless:

- a. There is no vacant position in the teacher’s school for which they possess the necessary qualifications, and
- b. They have the least seniority of teachers within the school holding positions for which they are qualified.
- c. If a teacher has been declared surplus in their school and there is no vacancy in that teacher’s area of qualification within their school, the surplus teacher shall be assigned to the position held by the least senior teacher in the community who holds a position for which the surplus teacher is qualified.
- d. The position to which the senior teacher is transferred must be an appointment equal to, or greater than, the percentage (%) of time of the appointment that they held prior to the transfer.



### 3. **Transfers to a Different Geographic Area**

For the purpose of Article C.26 the major geographic areas of the school district are deemed to be Chetwynd and contiguous area, Dawson Creek and contiguous area, and Tumbler Ridge.

- a. No teacher shall be transferred from their community of residence without agreement of the teacher, unless:
  - i. There is no vacant position in the teacher's community of residence for which they possess the necessary qualifications; and
  - ii. They have the least seniority of teachers within the community holding positions for which they are qualified.
  - iii. If a teacher has been declared surplus in their school and there is no vacancy in that teacher's area of qualification within their community of residence, the surplus teacher shall be assigned to the position held by the least senior teacher in the community who holds a position for which the surplus teacher is qualified.
  - iv. The position to which the senior teacher is transferred must be an appointment equal to, or greater than, the percentage (%) of time of the appointment that they held prior to the transfer.
- b. A Board official intending to recommend transfer of a teacher to a different geographic region shall meet with the teacher at least one (1) month before the effective date of transfer, or prior to June 30 for September 1. The nature of the transfer and the reasons for it shall be communicated in writing to the teacher. The teacher may be accompanied by a member of the Union. The teacher shall have fourteen (14) calendar days to consider the matter and reply before a final decision on the transfer is made.
  - i. At or subsequent to this meeting the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which they believes necessary to adequately prepare for the proposed assignment.
  - ii. A teacher refusing such a transfer may elect to be placed on the recall list under Article C.21 (Security, Layoff, Recall and Severance).
  - iii. In the event that the length of notice for transfer involving a change of geographic region is less than that provided for in Article C.26.3.b and the teacher agrees to accept such shorter notice, reasonable moving and relocation expenses shall be paid to the teacher by the Board.

**4. Transfer Within the Same Geographic Area**

- a. A Board official intending to recommend transfer of a teacher within a geographic region shall meet with the teacher at least seven (7) calendar days prior to the effective date of transfer. The nature of the transfer and the reasons for it shall be communicated in writing to the teacher. The teacher may be accompanied by a member of the Union. The teacher shall have five (5) calendar days to consider the matter and reply before a final decision on the transfer is made.
- b. Shorter notice than that provided for in Article C.26.4.a shall only be given in extreme circumstances. An immediate meeting shall be arranged between the Board and the teacher who may be accompanied by a member of the Union.
- c. At or subsequent to the meetings referred to in Article C.26.4.a and Article C.26.4.b, the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which they believe necessary to adequately prepare for the transfer.

**5. Transfer to a Significantly Different Grade or Subject**

The Board may transfer a teacher to an assignment involving a significantly different grade or significantly different subject area only if:

- a. there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications;
- b. the teacher has the least seniority among teachers in their existing grade level or subject area in the geographic region;
- c. the Board provides financial support, assisting teacher support and/or in-service release time to ensure professional retraining commensurate with the degree of change of assignment, and,
- d. the teacher is offered priority of transfer to future vacancies in their existing grade level or subject area.

**6. General Provisions for Transfers**

- a. Any teacher, irrespective of seniority, who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
- b. Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.

- c. A teacher who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize before the beginning of a school year. Should the projected factors not actually materialize and this is not known until after the beginning of the school year the transferred teacher shall have first priority in returning to their previous position at the beginning of the following school year.
- d. Transfers will be made during the school year only under extreme circumstances as determined by the Superintendent of Schools. The nature of any such transfer and the reasons for it shall be communicated to the Union.
- e. A Board initiated transfer may be grieved by a teacher pursuant to Article A.6 on the basis that the transfer is unjust or unreasonable in the circumstances.

#### **ARTICLE C.27 ASSIGNMENT IN SCHOOL**

- 1. A staff meeting shall be held prior to April 30<sup>th</sup> for the purpose of discussing the potential timetable and staff assignments for the next school year.
- 2. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload, personal preference of the teacher, and student needs and shall not be used for disciplinary purposes. Where two or more teachers have the necessary qualifications and experience for the assignment, the teacher with the greatest seniority shall have preference.
- 3. Teachers remaining on staff will be notified of their anticipated specific assignment for the next school year by April 30<sup>th</sup>.
- 4. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the administrative officer.
- 5. If the appeal in Article C.27.4 to the Administrative Officer in the school results in no change to the assignment, the teacher may request a meeting to discuss the matter with the Superintendent of Schools within seven (7) days of confirmation of the assignment. The teacher may be accompanied by a member of the Union.

#### **ARTICLE C.28 PART-TIME TEACHING**

- 1. A teacher with a continuing full-time appointment to the teaching staff of the district may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.

2. When the request under Article C.28.1 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may request a return to a full-time assignment at an earlier date or may extend the period of the part-time teaching, subject to agreement with the Board provided that thirty (30) days notice has been given to the Superintendent of Schools.
3. A teacher with a part-time appointment may, without prejudice to that appointment, request a full-time appointment, and shall have rights to such appointment as are contained in this Agreement, or may request an additional specified part-time appointment for a specified length of time.

#### **ARTICLE C.29      TEACHER TEACHING ON CALL (TTOC) HIRING PRACTICES**

1. The Board shall maintain a list of persons who are qualified and who have requested to be placed on the list of teachers teaching on call (TTOCs) for the school year. The Board shall forward a copy of the list to the Union in the month of September and in each subsequent month of the school year.
2. Subject to this section the Board shall not remove a person from the list of TTOCs without just and reasonable cause.
3. When calling in TTOCs, officers of the Board and Union members shall first attempt to call in from the list a person who is qualified for the assignment and who possesses a valid B.C. teaching certificate.
4. Persons not on the list of qualified TTOCs may be called in to teach on call only in the event that no available person on the list possesses the necessary qualifications for the duties required.
5. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract. When a TTOC completes twenty (20) days' continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
6. The TTOC initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns. Should the period of absence become known and a temporary contract be required, the TTOC initially assigned shall be entitled to that contract unless special skills and qualifications are necessary to maintain an ongoing program.

## **ARTICLE C.30      DISMISSAL BASED ON PERFORMANCE**

1. Teachers with less than ten (10) months continuous service with the Board:
  - a. The Board shall not dismiss a teacher who has been employed by the Board for less than ten (10) consecutive months, except where the Board has received two (2) consecutive reports pursuant to Article C.3 (Evaluation) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
  - b. The reports referred to in Article C.30.1.a shall be prepared in accordance with the process established in Article C.3 (Evaluation), and in accordance with the following conditions:
    - i. The teacher must have been employed by the Board for at least two (2) months before the first report is issued. At least four (4) more months must elapse before the second report is issued.
    - ii. At least one of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction.
    - iii. The other report shall only be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction, or the administrative officer to whom the teacher reports.
    - iv. The reports shall be written by two (2) different evaluators.
    - v. The reports shall be written independently of each other, and the report writers shall not collaborate with regards to the results.
  - c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, at least thirty (30) days prior to the issue of a notice of termination of a contract, give the teacher written notice of its intention to do so, and shall set a time for hearing within fourteen (14) days of the issue of the notice of intention, at which time the teacher shall have opportunity to meet with the Superintendent of Schools and Board. The President of the Union will receive a copy of the notice of termination and the teacher may be accompanied by whomever they wish.
  - d. Where the Board, subsequent to such a meeting decides to dismiss a teacher pursuant to this Article, it shall issue a notice of dismissal at least thirty (30) calendar days prior to the completion of the teacher's first ten (10) months of continuing service with the Board.

2. Teacher with more than ten (10) months continuous service with the Board:
  - a. The Board shall not dismiss a teacher, who has been employed by the Board for more than ten (10) consecutive months, except where the Board has received three consecutive reports pursuant to Article C.3 (Evaluation) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
  - b. The reports referred to in Article C.30.2.a shall be prepared in accordance with the process established in Article C.3 (Evaluation), and in accordance with the following conditions.
    - i. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months.
    - ii. At least one (1) of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction.
    - iii. The other reports shall include only reports of a superintendent of schools, an assistant superintendent of schools or a director of instruction, or the administrative officer to whom the teacher reports.
    - iv. The reports shall be written by two (2) different evaluators.
    - v. The reports shall be written independently of each other, and the report writers shall not collaborate with regards to the results.
  - c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, at least thirty (30) days prior to the issue of a notice of termination of a contract, give the teacher written notice of its intention to do so, and shall set a time for a hearing within fourteen (14) days of the issue of the notice of intention, at which time the teacher shall have the opportunity to meet with the Superintendent of Schools and the Board. The President of the Union will receive a copy of the notice of termination and the teacher may be accompanied by whomever they wish.
  - d. Where the Board, subsequent to such a meeting decides to dismiss a teacher pursuant to Article C.30, it shall issue a notice of dismissal at least thirty (30) calendar days prior to December 31st or June 30th, whichever is more appropriate, unless otherwise mutually agreed upon by the teacher and the Board.

## **ARTICLE C.31      DISCIPLINE AND DISMISSAL BASED ON MISCONDUCT**

1. The Board, or an officer of the Board, shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by an officer of the Board for any cause, the employee and the Union shall be advised in writing of that fact and the general nature of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any meeting the employee is required to attend in connection with such investigation.
3. Where the Superintendent, or their designate, is of the opinion that there is just cause for discipline but that the appropriate discipline is not suspension or dismissal, the matter will not be referred to the Board and the Superintendent or their designate will determine the appropriate discipline.
4. Where the Superintendent, or their designate, is of the opinion that there is just cause for discipline and that appropriate discipline is a suspension of ten (10) days or less, the matter will not be referred to the Board and the Superintendent and the President of the PRSTA, with the agreement of the teacher, will meet and endeavor to agree upon the appropriate discipline.
  - a. If the Superintendent and the PRSTA President reach an agreement that is acceptable to both of them and to the teacher, the Union shall waive its right to a Board hearing.
  - b. Should the teacher not agree with the decision of the Superintendent and the PRSTA President, the teacher will be granted a Board hearing.
  - c. Where the Superintendent and the PRSTA President fail to reach agreement, the matter will be referred to a Board hearing.
  - d. Discussions between the Superintendent or their designate and the President of the PRSTA or their designate held under Article C.31.4 shall be conducted on a without prejudice basis and will not be referred to in any subsequent hearing of the Board or arbitration proceeding.

5. Unless the Union waives the right to such meeting, the Board shall not suspend or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. The employee and the Union shall be given seventy-two (72) hours' notice;
  - b. At the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. The Union, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
  - d. At such meeting the teacher shall be accompanied by representatives and/or advocates appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board;
  - e. The decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a full and complete statement of the grounds for the decision.
6. Where an employee is suspended under Section 15 (5) of the School Act, the Board shall, prior to taking further action under Section 15 (7) of the School Act hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.
7. The Board shall not release to the media information in respect of the discipline or dismissal of a teacher unless there has been a reasonable opportunity for a meeting of the Union and the Board to develop a joint statement for the media.
8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension providing the teacher is acquitted of the charges and any further investigation by the Board concludes that the teacher has not engaged in behavior considered to be misconduct.



## 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

*[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.]*

#### Local Provisions:

1. No class is to enroll more than thirty (30) students.

#### School Staffing

2. Funds sufficient to pay for the salary, benefits and pension costs of professional educators will be allocated on a pro-rated basis to schools at the following minimum service levels:

#### Elementary

- a. One (1) professional educator for every twenty-five and a half (25 1/2) F.T.E Grade 1 to Grade 7 students enrolled in the school, and
- b. One professional educator for every twenty-two (22) F.T.E. Kindergarten students enrolled in the school, and
- c. One Learning Assistance professional educator for every three hundred and twenty-five (325) F.T.E. students enrolled in the school, and
- d. One teacher-librarian for every four hundred (400) F.T.E. students enrolled in the school.

## Secondary

- e. One professional educator for every twenty-two (22) F.T.E. Grade 8 to Grade 12 students enrolled in the school, and
  - f. One Learning Assistance professional educator for every three hundred and twenty-five (325) F.T.E. Grade 8 to Grade 12 students enrolled in the school, and
  - g. One teacher-librarian for every four hundred (400) F.T.E. Grade 8 to Grade 12 students enrolled in the school, and
  - h. One counsellor for every three hundred and fifteen (315) F.T.E. Grade 8 to Grade 12 students enrolled in the school.
3. The actual allocation of:
- a. Funds described in Article D.1.2 to support staffing at the school;
  - b. Funds received by the school to support Aboriginal Education or Indigenous Education programs; and
  - c. Funds received by the school to support supplementary staffing in small schools
- are to be determined by the professional staff, working co-operatively in order to provide for the needs of its students. Aboriginal Education or Indigenous Education Program fund utilization must conform with the purpose of the funds.
4. All decisions of school staffs must conform with Law, Collective Agreements, Human Rights Legislation, and timelines as set by the Board. The delivery of curriculum must conform with any prescribed requirements of the Ministry of Education.
5. Every effort will be made with school based organizational planning to reflect a balanced workload for teachers. The school's service delivery model will reflect current accepted educational thought and practice within the public school system of British Columbia and to reflect current Ministry of Education guidelines.
6. Funds sufficient for teacher preparation time for Kindergarten to Grade 7 students will be additional to the funds described in Article D.1.2.
7. Annually, each school staff is to adopt a decision-making process to enable Articles D.1.2 to D.1.6 to be implemented.
8. For the purposes of D.1.3 of this Article, the professional staff of a school is defined as a member in good standing with the BC Teacher Certification Branch and is employed as a teacher or as an administrator.
- a. A school staff, as a result of its decision-making procedures, may effect a plan that incurs a surplus or a deficit. The incurring of a planned deficit will require the specific prior approval of the Superintendent of Schools.

- b. If a school staff effects a plan that generates surplus funds, these funds will be added to the subsequent year's school budget allocations.
- c. If a school staff effects a plan that results in a planned deficit, that deficit will be deducted from the total funds generated by that school in that subsequent school year.

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

No provincial language.

Local Provisions:

- 1. No class is to enroll more than two (2) students with exceptional needs as defined in Article D.2.3.
- 2. The parties agree that students with exceptional needs should be served in the regular classrooms in neighbourhood schools.
- 3. In order to facilitate the integration of students with exceptional needs and provided that the student is recognized for funding purposes by the Ministry of Education as a student with exceptional needs it is agreed that:
  - a. Consultation among the teacher, School Based Team, parents, administrative officer, educational consultants, auxiliary professional personnel, the student (where applicable) and the other appropriate personnel to consider relevant educational and medical information is to occur so as to determine an appropriate educational program;
  - b. Prior to the introduction of an exceptional student in a regular classroom, an inservice program identified and developed by the School Based Team and educational consultants shall be developed;
  - c. Resources which may include release time shall be provided to the classroom teacher for ongoing classroom assessment and consultation;
  - d. Aide time be provided as determined through consultation procedures and subject to the availability of resources;
  - e. Appropriately trained persons be responsible to administer medication or perform medical procedures;
  - f. All teachers teaching on call (TTOCs) will be provided with an opportunity for orientation to working in classrooms that enroll exceptional children;

- g. Trained aides be provided for assisting, when needed, exceptional students with toileting, changing for physical education, participating in special events, and as identified through the Individual Education Plan;
- h. Individual educational programs will be developed for exceptional children through consultation and collaboration between the teacher, the school based team, and other personnel. The development and writing of the I.E.P. will not be the sole responsibility of the classroom teacher;
- i. The school based team represents a broad range of professionals available to the school and the district to serve the exceptional needs of the students. It consists of an administrative officer, teacher(s), learning assistance teacher, counsellor, helping teacher, and may be augmented by community agencies. The school based team’s process provides evaluative and assessment data, and helps in the development of a program that includes strategies and the delineation of responsibilities of personnel to respond to the student’s exceptional needs.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:605 students	Agreement in Committee (1998)
Counsellors	1:599 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:43.8 ESL/ELL students	Former LOU No. 5 (2000)

Note: Also see Article D.1.2 School Staffing for Learning Assistance, Teacher Librarian and Counsellor allocations.

## **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.
  - a. The regular work week for teachers shall be comprised of five (5) days from Monday to Friday, excluding statutory holidays.
  - b. Should educational programming for specific groups of students require teaching duties to be performed on Saturday (e.g. Pathfinder PALS, work experience), the work week for such positions would be Tuesday to Saturday. Postings for these positions shall clearly delineate this information.
  - c. The regular work week as described in Article D.4.4.a shall not be arbitrarily altered.
  - d. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods and any assigned student contact time.
  - e. **Elementary**
    - i. Each elementary teacher's weekly instructional assignment shall not exceed 1315 minutes (1305 minutes effective July 1, 2023).
    - ii. Each elementary teacher shall be entitled in each five (5) day week to one hundred and ten (110) minutes (one hundred and twenty (120) minutes effective July 1, 2023) of time free from instructional and supervisory duties during the school day which is exclusive of recess and the noon intermission.
    - iii. Where practicable, the unassigned time shall be scheduled in modules of not less than thirty (30) minutes and, wherever possible, in modules of forty-five (45) minutes.
    - iv. Part-time teachers shall receive a pro-rata entitlement based on their F.T.E. assignment to the school.

f. **Secondary / Middle School**

- i. Each secondary or middle school teacher shall be entitled to no less than twelve and a half percent (12.5%) of F.T.E. assignment for preparation time.
- ii. Part-time teachers whose instructional assignment F.T.E. is 0.5 or more shall receive a contract for an F.T.E. calculated according to this formula:

$$0.875 \text{ (F.T.E.)} = \text{Instructional Time F.T.E.}$$

If the percentage of preparation time is greater than twelve and a half percent (12.5%) then the formula will be:

$$\frac{100 - \text{the percentage} \times \text{F.T.E.}}{100} = \text{Instructional Time F.T.E.}$$

- 5. a. If two teachers cover the one assignment (one teacher in the first semester and another in the second semester) each of the teachers is entitled to twelve and a half percent (12.5%) preparation time, proportionate to their F.T.E. appointment.
- b. A teacher, who teaches three (3) out of four (4) blocks in the first semester prior to going on a leave and who has received the year's entitlement of preparation time during that time, shall reimburse the Board the cost of one half (1/2) of the 12 1/2% annual preparation time.
- c. Where a teacher is required to teach four (4) blocks in a second semester, after having taught four (4) blocks in the first semester, and having received no preparation time, the teacher will be paid twelve and a half percent (12.5%) in lieu of the preparation time missed.

**ARTICLE D.5 MIDDLE SCHOOLS**

- 1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
- 2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
- 3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.

4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

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

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.21      WORK YEAR**

1. a. The regular work year is not to exceed one hundred ninety-five (195) days in session, inclusive of:
  - i. One (1) year end administrative day and four (4) one-hour early closing days for parent-teacher interviews, and



- ii. Seven (7) non-instructional days, which shall include two (2) half (1/2) days for report card writing and two (2) Community Interaction Days as mandated by the Ministry. The remaining non-instructional time shall be for professional development.
  - b. All days shall be scheduled between the Tuesday after Labour Day and the last Friday in June, unless the last Friday in June falls on or before June 25, in which case the work year will end on June 30.
  - c. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen Tuesday, January 3.
  - d. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
  - e. The first day in the regular work year shall be school opening day. Students shall be dismissed after the first two (2) hours of attendance.
  - f. The last day in the regular work year shall be an administrative day and no teacher shall be required to offer instruction. No students shall be required to be in attendance.
2. An employee who is requested by the Board or a designate of the Board to work beyond the regular work week/work year as defined for that position shall be paid at the rate of one one hundred and ninety-fifth (1/195) the annual salary of that employee for each day worked.

**ARTICLE D.22 SUPERVISION DUTIES (NOON BREAK)**

- 1. No teacher shall be required to perform school supervision duties during their regularly scheduled lunch break.
- 2. For the purposes of Article D.22 the words “regularly scheduled lunch break” shall mean that period of time within the school’s organizational time to be designated as the school’s lunch hour or lunch break.

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

The parties recognize that the complete educational experience for students includes the opportunity to participate in activities not related to curricular programs. They also recognize that participation in extra-curricular activities by teachers is undertaken on a voluntary basis, and is therefore not subject to direction by either the Board or the Union.

## **ARTICLE D.24 AVAILABILITY OF TEACHERS TEACHING ON CALL (TTOC)**

1. When for any reason a school-based teacher is absent from school, the Board shall employ a teacher teaching on call (TTOC) to replace that teacher forthwith upon being informed of such absence.
2. Notwithstanding Article D.24.1, if a teacher will be absent when the actual supervision or instruction of students by that teacher is not required, the teacher may request that a TTOC not be called.
3. When a teacher is absent from their regular duties to provide curricular or co-curricular activities for one hour or less or one period of a middle or a secondary school's timetable, the teacher may arrange for coverage of such absence by another teacher or the Administrative Officer, providing the arrangement is approved by the Administrative Officer.
4. If no TTOC is hired, no TTOC costs will be charged.
5. Notwithstanding Article D.24.4, teachers absent from their regular assigned duties on Pro D administered through the PRSTA Pro D fund will have the cost equivalent of a TTOC charged whether a TTOC is hired or not. This cost will be deducted from the individual entitlement of that teacher, but the monies will remain in the general Pro D account.

## **ARTICLE D.25 STAFF MEETINGS AND VOLUNTARY MEETINGS**

### **1. Staff Meetings**

- a. At least three (3) days notice of regular staff meetings shall be given, including the agenda of items to be considered. Notice may be waived for short emergency meetings. Agendas for staff meetings are to be set after discussion between the Administrative Officer and the Staff Rep. Neither the Administrative Officer or the Staff Rep have the power to veto on the Agenda. All staff members can place items for consideration on the agenda.
- b. Written minutes of staff meetings shall be kept and circulated to all staff members.
- c. Teachers shall not be required to attend staff meetings:
  - i. which conclude later than one and one-half (1 1/2) hours after dismissal of pupils;
  - ii. during recess or during the noon intermission;
  - iii. on weekends, holidays or other days when school is not in session.

- d. Staff meetings shall be held only for purposes of dealing with matters of an administrative nature or of school policy.

## **2. Voluntary Meetings**

- a. Voluntary meetings may be called by the Administrative Officer, in consultation with the Staff Rep, to deal with matters relating to educational goals, direction setting, school and educational programs or philosophies.
- b. There may be two (2) kinds of voluntary professional meetings:
  - i. Information gathering meetings so that the Administrative Officer can receive input to make needed decisions.
  - ii. Professional meetings where the teaching staff need to discuss and/or make decisions regarding policy, educational change, goals, etc.
- c. The agenda for voluntary meetings must be circulated to all staff members at least ten (10) working days prior to the meeting and must clearly define what kind of meeting this will be.
  - i. The agenda must specify exactly what will be discussed at the meeting, and must clearly delineate the intended outcomes of the meeting.
  - ii. The agenda must also specify the length of the meeting time.
  - iii. Where decisions are to be made, the decision-making process to be used must be agreed upon by the professional staff, prior to the discussion and vote.
  - iv. Input will be sought from individuals or groups who may be affected by the decision, but decisions which deal with strictly professional matters shall be voted upon only by professional staff.

## **ARTICLE D.26 TECHNOLOGICAL CHANGE**

- 1. Technological change shall be defined in Section 78 of the *Industrial Relations Act*.
- 2. When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days prior to the date on which the change is to be affected, and shall state the:
  - a. nature of the change
  - b. the effective date of the change, and

- c. the approximate number and type of employees likely to be affected.
3. Once notice of change has been given, the parties to this Agreement shall enter into discussions intended to establish ways in which employees who may be affected can adjust to the effects of the technological change.
4. The operation of Article D.26 shall render Section 74 of the *Industrial Relations Act* inapplicable.

#### **ARTICLE D.27 HEALTH AND SAFETY COMMITTEE**

1. The PRSTA shall be represented on the District Health and Safety Committee and the Health and Safety Committee at each worksite.
2. PRSTA representation shall be equal to the representation of any other union sitting on the Committee.

#### **ARTICLE D.28 HOME EDUCATION**

1. Educational services that may be required for home education students (as defined in the School Act and Regulations) shall be provided by a member of the Union, administrative officer or other officer of the Board.
2. The Board shall provide additional teaching staff and resources as appropriate to meet its statutory requirements in respect of home education students.
3. Home education students, when assigned to a specific teacher, shall constitute a discrete part of that teacher's assignment.

## **SECTION E PERSONNEL PRACTICES**

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

1. A non-sexist environment is defined as that in which there is no discrimination against employees 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.21 NO DISCRIMINATION FOR UNION ACTIVITY**

The Union and the Employer agree that there shall be no discrimination, interference, and restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

#### **ARTICLE E.22 PERSONNEL FILES**

1. An employee shall be entitled to review their personnel file in the office in which the file is normally kept during regular office hours. Such examination shall take place in the presence of a representative of the employer. The employee may be accompanied by a Union representative. A Union representative with written authority from a teacher may examine that teacher's file, subject to the same conditions.
2. All comments relating to a teacher's work performance or conduct which may be detrimental to the teacher's advancement or standing with the employer shall be made in writing, copied to the teacher, and shall be placed in the personnel file. The teacher shall have the right to reply to any comments, and such reply shall also become part of the personnel file. No information will be introduced at any stage of the grievance procedure or at arbitration which has not previously been provided to the teacher in writing.
3. A teacher may request to have any letter of reprimand or critical comments not contained in formal evaluation reports removed from their file, after two (2) years, provided there has been no subsequent filing of material relating to the same type of incident.
4. Any file relating to a teacher kept in a school shall be destroyed when the teacher or the administrative officer leaves that school.

## **ARTICLE E.23      NON-DISCRIMINATION**

The Employer and the Local acknowledges the right of all employees to be free from discrimination in employment.

The Employer and the Local subscribe to and shall follow the principles of the Human Rights Code of British Columbia.

The Employer and the Local do not condone and will not tolerate any expression of discrimination.

No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of discrimination which the complainant reasonably believes to be valid.

## **SECTION F      PROFESSIONAL RIGHTS**

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

PCA Article F.1.1 and F.1.2 is not applicable in School District No. 59 (Peace River South). See Article F.22.1 below.

3.      Upon ratification in each subsequent round of bargaining, where Article F.1.1 does not already apply, then Article F.1.2 will be implemented as part of the melding process.

### **ARTICLE F.21      PROFESSIONAL AUTONOMY**

1.      Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practices, have individual professional autonomy in determining the methods of instruction and the planning and presentation of course materials in the classes of pupils to whom they are assigned.
2.      Management retains the right to determine the effectiveness of instruction and retains the right to evaluation of its teachers in accordance with the provisions of this Agreement.

### **ARTICLE F.22      PROFESSIONAL DEVELOPMENT**

See also Appendix A to Local Agreement re: Declaration of Professional Development.

#### **1.      Professional Development Support Fund**

- a.      A professional development support fund shall be established by joint agreement of the Board and the Union, to be known as the Professional Development Support Fund.
- b.      The fund shall be supported by monies contributed annually by the Board and the Union, as follows:  
  
The Board will contribute \$135,000 and the Union will contribute \$5,000.
- c.      For administrative purposes there shall be five funds established in accordance with the philosophy which recognizes individual professional development needs as separate from the needs of intact groups. The five (5) funds shall be known as:
  - i.      the Individual Professional Development Fund
  - ii.     the Foundation Fund
  - iii.    the Aiming for Excellence Conference Fund

- iv. the Educational Assistance Fund
- v. the Professional Growth Fund

2. **Purpose of Funding**

a. **Individual Professional Development**

Support for activities initiated by the individual teacher, such as:

- i. visiting and observing peers
- ii. attendance at job-related conferences, workshops, seminars, etc.
- iii. attendance at job-related short courses and university summer courses.

b. **The Foundation Fund**

Support for activities planned by schools or intact groups, such as PSA's, who are pursuing group development plans.

c. **The Aiming for Excellence Conference Fund**

A District Conference will be held every three (3) years to offer opportunities for exposure to new concepts in education and provide the incentives necessary for teachers to pursue new directions in their work.

d. **Educational Assistance Fund**

Support for teachers taking long-term leave to pursue studies beneficial to the individual and the district.

e. **The Professional Growth Fund**

Support for teachers participating in joint Board/PRSTA professional development activities.

3. **Allocation of Funds**

The Professional Development Funds shall be apportioned as follows:

- a. Two (2) Educational Assistance grants each in the amount of \$7,500 or one (1) Educational Assistance grant in the amount of \$15,000.

- b. Support for Individual Professional Development:

Allocation of Funds as follows:

Tumbler Ridge	\$10,575.00
Chetwynd	\$10,600.00
Dawson Creek	\$31,812.50

- c. Support for the Foundation Fund: \$32,561.00
- d. \$15,000.00 allocated annually for the Aiming for Excellence Conference Fund.
- e. \$2,451.00 allocated to cover the costs of joint meetings of Professional Development Committees from the three (3) units within the PRSTA.
- f. \$20,000 (\$18,000.00 from the Board and \$2,000.00 from the PRSTA) allocated to the Professional Growth Fund for teachers' expenses.

#### 4. Administration of Funds

- a. The funds shall be administered on behalf of the Board by the Peace River South Teachers' Association.
- b.
  - i. Payments from the fund will be made by the treasurer of the Professional Development Committee.
  - ii. Payments will be made in accordance with the regulations established within each unit and only on receipt of appropriate vouchers with accompanying receipts, where applicable.
  - iii. The fund shall be subject to an annual audit and submitted to the Board's auditor for analysis and subsequent presentation to the Board.
  - iv. Each unit within the Union shall be responsible for professional development policies and procedures for the distribution of funds available to the unit.
  - v. No policy or procedure developed by the unit shall be in conflict with the principles contained in the Declaration of Professional Development: Local Agreement Appendix "A".
  - vi. Decisions concerning the utilization of the Professional Growth Fund will be determined by the Board/Union Professional Growth Committee.

5. **Short Term Leave for Professional Development**

Leave with pay less cost of a teacher teaching on call (TTOC) shall be granted from assigned duties to attend professional development activities. Apply under Article G.27.

6. **The Foundation Fund**

- a. A foundation fund shall be maintained to support school staff, L.S.A., or group activities.
- b. The Foundation shall be based on the principle that support for change in education is best provided at the school level or with intact groups, and that there is a greater commitment to change where groups of teachers are engaged in planning and implementing staff development projects.
  - i. The Foundation shall be administered on behalf of the Board by the Peace River South Teachers' Association.
  - ii. The Peace River South Teachers' Association will be responsible for the investment of the funds and their allocation in accordance with established guidelines.
  - iii. The Foundation Fund will be subject to annual audit.

7. **Educational Assistance Fund**

That part of the Professional Development Support Fund allocated annually to provide support for individuals who take leave to pursue increased qualifications will be available for up to two (2) teachers annually in accordance with the following selection procedures and guidelines:

- a. Applicants must have served at least three (3) years with the school district, including the year in which the application is made.
- b. Applicants must possess a valid teaching certificate.
- c. Applications for assistance must be received by March 31 for the following year and shall be submitted to the Superintendent of Schools, with a copy to the PRSTA President.
- d. Applications must be accompanied by an outline of the program to be pursued and a statement of the benefits of the program to the individual and to the district.
- e. Recipients of financial support must agree to return to the district and provide at least one year of service to School District No. 59 following the leave, or repay the full amount of the assistance over a period of two (2) years.

- f. Provided that a suitably qualified candidate can be found to assume the temporary position created by the leave, the teacher upon their return shall be assigned to the position held prior to the leave.
- g. If, after all reasonable efforts have been exhausted, a suitably qualified teacher cannot be found to assume the temporary position, the teacher may elect to:
  - i. enroll in an equivalent program for two or more summer sessions and still receive the funding under the Article, or
  - ii. accept the leave with the understanding that the teacher will not necessarily return to the position held prior to the leave.
- h. An Educational Assistance Awards Committee comprised of the chairperson of the PRSTA Professional Development Committee, the PRSTA President, the Superintendent of Schools or designate, and another representative of the Board shall constitute the selection committee for educational assistance. This committee will also establish the procedures for payment of the fund to each successful applicant, and the expectations for accountability.
- i. Any funds not allocated from this plan by July shall be reallocated equally to the District Conference Fund and the Foundation Fund for the next year.

**8. Special Mini-Conference Fund**

- a. The PRSTA and the Board agree to withdraw one half (0.5), seven thousand five hundred dollars (\$7500), of the funds currently allocated to the Educational Assistance Fund, under Article F.22.7, and use those funds to set up a Special Mini-Conference Fund.
- b. The Pro D Treasurer would be in receipt and custody of the funds.
- c. The purposes of this Special Mini-Conference Fund shall be:
  - i. to allow the PRSTA Pro D Committee to plan professional development activities throughout the year and on L.S.A. days;
  - ii. to allow groups of teachers to sponsor in-district Pro D activities which are not offered by any existing L.S.A.'s.
- d. Monies from this fund may be used to pay for:
  - i. speakers;
  - ii. travel expenses;
  - iii. food served at functions; and



- iv. some materials.
- e. Any non-PRSTA members in attendance at any activities sponsored by the Special Mini-Conference Fund will be charged a registration fee. These registration fees must be submitted to the Pro D Treasurer.
- f. Any monies in the Special Mini-Conference Fund which are not allocated/disbursed during the year will be carried over in the Fund for the following year.
- g. Applications for funding may be submitted by any group of three (3) or more teachers. Applications are to be submitted to the PRSTA Pro D Chairperson, for adjudication by the Pro D Executive Committee. For the purposes of this clause, the Pro D Executive shall consist of the following officers:
  - i. PRSTA Pro D Chairperson,
  - ii. PRSTA Pro D Treasurer,
  - iii. DCTA Pro D Chairperson,
  - iv. CTA Pro D Chairperson,
  - v. TRTA Pro D Chairperson,
  - vi. Foundation Chairperson.

**ARTICLE F.23 NON-INSTRUCTIONAL DAYS**

- 1. All the available non-instructional days as prescribed in the School Calendar shall be used for teacher professional development activities (except for Non-Instructional Days Article F.23.2.e).
- 2. The Board shall grant non-instructional days with pay providing the following criteria has been met:
  - a. not to exceed the number of non-instructional days prescribed in the School Calendar.
  - b. the school Professional Development Committee or the district Professional Development Committee has submitted a plan to the Board.
  - c. non-instructional days shall be designated geographic area or district-wide.
  - d. if a submission from a school is outside the area of Professional Development, the plan must be approved by the Board.

- e. a minimum of two (2) of the non-instructional days may be designated District Pro-D Days and one of the remaining days, on recommendation of the school Pro-D Committee and with the permission of the Board, may be designated an administrative day.

**ARTICLE F.24      JOINT EDUCATION STEERING COMMITTEE**

- 1.
  - a. On-going Joint Education Steering Committees shall be established to facilitate the introductions of new curricula and educational change into the district.
  - b. These committees shall be:
    - i. Primary Steering Committee
    - ii. Intermediate Steering Committee
    - iii. Support for Growth Committee
    - iv. for the purpose of Article F.24, any other committee(s) established by mutual consent of the Board and the PRSTA.
- 2.
  - a. The majority membership of these committees shall be teachers nominated by teachers, through the Union, and selected jointly by representatives of the Union and the Board.
  - b. These committees shall be co-chaired by representatives of the Board and representatives of the PRSTA, selected as outlined in Article F.24.2.a and Article A.5.
- 3. The Board shall provide some release time for members of these Joint Education Steering Committees to meet and conduct business.
- 4. The mandate of the Joint Education Steering Committee shall include, but not be limited to:
  - a. the rate of introduction of new curriculum;
  - b. the timing of the introduction of new curriculum;
  - c. the in-service activities needed;
  - d. the materials which may be needed to introduce the curricula; and
  - e. the funding of the implementation process.

5. The Committees shall be responsible for recommending to the Superintendent, for presentation to the Board, a plan for the succeeding school year's curriculum implementation and educational change activities, including estimated costs for consideration in budget preparation. This plan will be submitted by March 1 each year.
6. The Committees may, if deemed necessary, hear delegates or invite additional people to advise in specific subject areas.
7. The Superintendent will report, to the Committees, on initiatives and funding approved by the Board.

#### **ARTICLE F.25      ELEMENTARY SCHOOL SELF-ASSESSMENT**

1. Prior to undertaking a school self-assessment each elementary school staff and the administrative officer(s) of the school will clarify the purposes and objectives in undertaking the assessment in the light of the Ministry's and the School District's guidelines.
2. The Board will provide to each elementary school undergoing a self-assessment, the full funding it receives from the Ministry to support the school through the Ministry's provisions for accreditation exercises. Such funding will be used for:
  - a. Appropriate release time to carry out the assessment without negatively affecting the current educational program of the school,
  - a. Extra secretarial time and other administrative costs,
  - b. The costs of the external review team,
  - d. The costs of staff meetings held in support of the school's self-assessment.
3. The use of a non-instructional day shall be decided upon by the majority of the educators on the school staff.
4. The external review team shall include at least one elementary teacher and the educators of the school shall be considered on the final make-up of the external review team.

#### **ARTICLE F.26      SECONDARY SCHOOL ACCREDITATION**

1. That prior to undertaking a school accreditation each secondary school staff and the Administrative Officer will:
  - a. Clarify their purposes and objectives in undertaking the accreditation in light of the Ministry and School District No. 59's guidelines.

2. The Board will provide to each secondary school the full funding derived from the Fiscal Framework which is provided for the accreditation process. Such funding will be used for:
  - a. appropriate release time to carry out the accreditation without impacting the current education programs;
  - b. extra secretarial time as required.
3. The use of a non-instructional day shall be decided upon by a majority vote of the teachers on the school staff.
4. The staff and the administrative officers shall be consulted on the final make-up of all external review team members.

## **ARTICLE F.27 PROFESSIONAL GROWTH PLANNING**

1. Teachers may develop an individual professional growth plan and,
  - a. may share their plan with their coach if no financial support is required. The general title of the plan should be submitted to the administrative officer or supervisor, or the school professional development committee;

OR

  - b. if funding is required, they may present an abstract which includes a list of required resources to the administrative officer or supervisor, or to the appropriate funding source/committee;

OR

  - c. may share it in its entirety with the administrative officer or supervisor, or with colleagues.
2. Groups of teachers may submit a group professional growth plan. This group plan will meet the requirements of submitting an individual growth plan as described in Article F.27.1. All group growth plans are to be filed with the PRSTA. Teachers may take part in more than one group professional growth plan.
3. Each teacher is required to have a hard copy of their professional growth plan unless the teacher has notified the PRSTA, in writing, that they no longer wish to be involved with professional growth plans. Teachers are to notify the PRSTA no later than November 1st of each school year concerning this decision.

4. Teachers engaged in a professional growth plan:
  - a. are to file the following information with the PRSTA office no later than November 1st of each school year:
    - i. the teacher's name;
    - ii. the name of their current coach(es);
    - iii. a copy of the plan, which meets the required criteria;
    - iv. a release for the topics of their plan to be published along with those of all other participants;
    - v. a self-assessment of the previous year's plan, where applicable.
  - b. All teachers who either:
    - i. do not provide the PRSTA with the information outlined in Article F.27.4.a,  
  
OR
    - ii. whose plan does not meet the required criteria as set out by the PRSTA,  
  
will be notified by the PRSTA either to file the required information and/or meet the required criteria, or to withdraw formally from the program.
  - c. The PRSTA will inform the Board of those teachers who have elected to leave the program. Such notification will be no later than November 30th of each year.
5. Teachers who have not submitted a professional growth plan and the self-assessment of the previous year's plan, will be evaluated by their administrative officer that school year and once every three years in subsequent years.
6. Teachers who have opted out of the plan and subsequently decide to rejoin the plan may do so by submitting a professional growth plan by November 1st of any school year, as outlined in Article F.27.4.a.
7. The Support for Growth Committee will provide templates for individual and group growth plans and templates for self-assessment for teachers wishing to use them.
8. Nothing in this clause limits the terms of Article C.3 (Evaluation).

## **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.21.1 (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.23.3.b (Serious Illness in the Immediate Family) and Article G.23.3.c (Serious Illness of Other Family Members) for short term compassionate leaves of up to three days.]

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

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

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

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

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

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

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

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

- a.     the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), 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.
- 4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

**Local Provisions:**

- 5. Where leave is granted under Article G.4.1, an additional leave of absence with pay less cost of a teacher teaching on call (TTOC) of up to three (3) days may be granted. See also Article G.4.3 for unpaid leave.
- 6. In the event of the death of a foster child, a leave of absence with pay of up to five (5) days shall be granted

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

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

*Implementation:*

- 1. *Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*
- 2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has*

*already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Articles G.6.1.a and G.6.2 through G.6.10 do not apply in School District No. 59 (Peace River South). See also Article A.21.2.]

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.

[See Article G.34 (Maternity Leave) for leave provisions]

**ARTICLE G.20 LOCAL LEAVES OF ABSENCE**

**PREAMBLE**

- a. The Board recognizes that occasional absences from assigned duties due to illness and other personal and professional reasons are necessary for the well-being and development of employees.
- b. The Union recognizes the need for the Board to maintain stability in the operation of the School District and continuity of educational programming for children, and recognizes the obligation of its members to utilize leave provisions in a responsible manner.
- c. All leaves of absence require prior approval.

**ARTICLE G.21 SICK LEAVE**

- a. **Definitions**
  - i. Sick leave means the period of time a teacher is permitted to be absent with pay due to personal illness, disability, quarantine, and appointments for treatment or examination.

- ii. Insured days means the number of days credited to the teacher on the basis of their service to the Board and available for use as paid sick leave, or for other designated purposes.
- iii. Month of service means a month in the school year during which the teacher has been at work for at least fifty percent (50%) of the total teaching days. Approved short term absence under the terms of this Agreement shall be considered as days in attendance for the purpose of this calculation.

**b. Accumulation of Insured Days**

- i. Insured days shall be credited at the rate of one and one-half (1 1/2) days for each month of service to the Board.
- ii. Days absent on sick leave will be deducted from the days earned and unused days will be carried over from year to year.
- iii. There is no maximum to the number of insured days that may be accumulated.
- iv. Teachers will receive an annual report of accumulated insured days by November 15 each school year or on application at other times.
- v. Insured days accumulated to prior to June 30, 1988 will be carried forward.
- vi. If a teacher resigns from the Board's employ and subsequently resumes a position as a teacher with the Board, they shall have as immediate credit upon resumption of a position with the Board, the balance of all sick leave remaining to their credit at the time of resignation.

**c. Usage and Approvals**

- i. Notice of absence due to personal illness will be provided as early as practicable to the employee's supervisor.
- ii. For any absences on sick leave in excess of four (4) consecutive days, a certificate from a duly qualified medical practitioner may be required. A certificate for shorter periods of absence may be required if a pattern of consistent absences appears to be developing.

iii. Teachers may be permitted to take sick leave in excess of insured days earned to the amount they could potentially earn by the end of the current school year. Should a teacher with a deficit in insured days leave the employ of the Board, the amounts paid for those days shall be recovered from earnings. No more than one hundred and twenty (120) insured days may be used in any one school year.

d. **Leave to Accompany Minor Dependent on Referral**

Up to three (3) days, charged against insured days, per child per year, shall be granted to a teacher for the purpose of accompanying a minor dependent referred for treatment out of town by a local doctor.

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

**ARTICLE G.22 WORKERS' COMPENSATION SUPPLEMENT**

- a. For the purpose of this clause, compensation does not include a disability pension or other final settlement award arising from such a disability. Compensation means periodic payments during the period of temporary disablement.
- b. A teacher entitled to Workers' Compensation benefits shall continue to receive a full salary from the Board for as long as their accumulation of insured days permits and providing that the compensation payments are directed to the School District.
- c. For the first twelve (12) months, no charge will be made against accumulated insured days.
- d. Following the first full twelve (12) months, the proportion of full salary not covered by compensation will be converted to proportionate days according to Article G.22.e and charged against the accumulated insured days of the teacher.
- e. The calculation shall be made as follows:
  - i. the average daily rate of pay shall be calculated by dividing the teacher's annual salary, including any allowances, by the number of prescribed school days for that school year.
  - ii. the difference between the amount received from W.C.B. and the total amount paid by the Board shall be divided by the daily rate calculated above.
  - iii. the result, to the nearest half (0.5) day, shall be the number of days to be deducted from the teacher's accumulated insured days.

**ARTICLE G.23      SERIOUS ILLNESS IN THE FAMILY**

**a.      Definitions**

**i.      Immediate Family**

Immediate family shall be defined as: father, mother, legal guardian, mother-in-law, father-in-law, brother, sister, spouse (including common-law), son, daughter, foster child, or any other relative living in the same house.

**ii.     Other Family**

Other family members shall be defined as: sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or other person living in the same house and not covered by Article G.23.a.i.

**b.      Serious Illness in the Immediate Family**

**i.**      In the event of serious illness of an immediate family member as defined in Article G.23.a.i, which requires the presence of a teacher, leave of absence with pay to a maximum of three (3) days in any school year shall be granted, and

**ii.**     additional leave without pay may be granted.

**c.      Serious Illness of Other Family Members**

**i.**      In the event of serious illness of another family member as defined in Article G.23.a.ii, which requires the presence of a teacher, leave of absence with pay less cost of a teacher teaching on call (TTOC) to a maximum of three (3) days in any school year shall be granted, and

**ii.**     additional leave without pay may be granted.

**iii.**    Medical certification may be required to support leaves under Articles G.23.b and G.23.c.

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

**ARTICLE G.24      JURY DUTY AND APPEARANCE AT LEGAL PROCEEDINGS**

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

- b. Where a teacher is reasonably required to attend legal proceedings in connection with the interpretation of application of this Agreement, the Board shall grant leave of absence with pay.

## **ARTICLE G.25 PATERNITY AND ADOPTION**

- a. **Paternity**

A maximum of three (3) days with pay will be granted as paternity leave related to the birth of a child. These days may be used for attendance at the delivery of the child, and at the time of the mother and/or child coming home. However, the three (3) days' leave must be completed within thirty (30) days of the mother and/or child coming home from the hospital.

- b. **Adoption**

A maximum of ten (10) days leave with pay, per adoption, per household, will be granted as parenthood leave upon the adoption of a child.

## **ARTICLE G.26 LONG AND CONTINUOUS SERVICE**

- a. In recognition of long and continuous service to the School District, up to three (3) days of leave with pay per school year shall be granted to teachers on the basis of accumulated insured days per Article G.21.b (Sick Leave), and subject to conditions of Article G.26.b and G.26.c:

- i. Sixty (60) insured days:  
one (1) day of leave
- ii. Ninety (90) insured days:  
two (2) days leave
- iii. One hundred and twenty (120) insured days:  
three (3) days leave.

- b. Such leaves are to be granted only subject to the following conditions:

- i. All insured days must have been accumulated during service to School District No. 59.
- ii. Days available under this provision shall not be used to extend Christmas, spring or summer breaks and may not be taken on non-instructional days.



- iii. The teacher must choose a time which will be least likely to interfere with specially scheduled school or classroom activities, which will cause the least disruption to ongoing classroom instruction and which is approved by the Administrative Officer to whom the teacher reports. Approval shall not be unreasonably withheld.
- c. Teachers may elect to receive one day's pay in lieu of time off for each day of leave entitlement under this provision. Daily pay shall be calculated by dividing the annual salary by the number of prescribed school days in that school year.

#### **ARTICLE G.27 LEAVE FOR PROFESSIONAL DEVELOPMENT**

- a. Leave shall be granted for professional development purposes as outlined in Article F.22 (Professional Development).
- b. Should a leave request under Article G.27.a be denied, the teacher may appeal the decision to a Joint Committee set up expressly for the purpose of dealing with appeals filed under this Article.
- c. The Joint Committee will be composed of four (4): two (2) designated by the Superintendent's Office and two (2) designated by the PRSTA President.
- d. The Officer of the Board who initially denied the leave shall not sit on this Joint Committee.
- e. The majority decision of this Committee shall be final and may not be referred to the Grievance Procedure.
- f. Should the Committee be unable to reach a majority decision and the vote results in a tie, the matter will be referred to a local arbitrator, who shall have the tie-breaking vote.
- g. The local arbitrator will be a person selected from a list mutually chosen and agreed upon by both parties in advance. (The intent is to rotate through the list so that all appeals are not heard by the same arbitrator.)
- h. The Board and the PRSTA Pro D Treasurer will make every effort to deal with requests for leave under Article G.27 as promptly as possible so that teachers have the opportunity to appeal should the leave be denied.

#### **ARTICLE G.28 LEAVE FOR UNION BUSINESS**

Leave shall be granted for Union business as outlined in Article A.21.2 (Release Time for Local Business).

## **ARTICLE G.29 LEAVE FOR CONDUCTING INSERVICE**

By arrangement between the Board and another District or jurisdiction, leave of absence with pay may be granted for a teacher to conduct inservice in that District or jurisdiction.

## **ARTICLE G.30 COMMUNITY SERVICE**

Where a teacher is the official representative or spokesperson of a community service or church organization or the chairperson of a civic activity, a maximum of three (3) days leave with pay in any school year shall be granted, provided the position is not held on an ad hoc basis. For leave under this paragraph, teachers will provide from the organization they represent in September or upon appointment, a general request for leave.

## **ARTICLE G.31 SPORTS REPRESENTATION**

Where a teacher is a member or a coach of a sports team which represents the community or region at the zonal, provincial, or national level, a maximum of three (3) days leave with pay shall be granted in any school year.

## **ARTICLE G.32 PERSONAL LEAVES**

- a. Leaves of absence with pay to a maximum combined total of three (3) days in any school year may be granted for various personal reasons as follows:
  - i. University Convocation  
For attendance at their own convocation ceremonies, up to three (3) days.
  - ii. Marriage  
For attendance at the teacher's own marriage or the marriage of a member of the teacher's immediate family as defined in Article G.4 (Bereavement Leave), up to two (2) days.
  - iii. Court Appearances  
For court appearances for reasons other than those set out in Article G.24 (Jury Duty and Appearance at Legal Proceedings) up to three (3) days.
  - iv. Non-family Funeral Attendance  
For attendance at the funeral of a person not covered by the definitions in Article G.4 (Bereavement Leave), up to one (1) day. District-wide or school limitations may be applied.

- v. **Other Activities**  
Leaves of one half (1/2) day or one day duration may be granted for the conduct of essential personal affairs which cannot be dealt with outside regular school hours.

### **ARTICLE G.33 DEFERRED SALARY LEAVE PLAN**

- a. Leave shall be granted under the terms and conditions of the self-funded leave plan. The Board's administrative responsibility shall be limited to deduction and remittance of amounts designated by participants.
- b. Application for this plan must be made prior to March 31.
- c. A teacher returning from deferred salary leave shall be assigned to a reasonably comparable position held prior to the leave and to an appointment that is equal to, or greater than the percentage (%) of employment held prior to the leave.
- d. A leave of absence shall be from a specific geographical area, and the teacher returning from that leave shall return to that area unless they apply for and are awarded a position in another geographical area.

### **ARTICLE G.34 MATERNITY LEAVE**

- a. **Short Term**
  - i. A pregnant teacher shall be granted, upon request, a leave of absence as provided for in Part 6 of the Employment Standards Act.
  - ii. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.

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

- b. **Extended**

A teacher may at any time up to the date thirty (30) days prior to their scheduled return from a leave granted under Article G.34.a, request an extended leave of absence without pay, which will be granted subject to the following conditions and limitations:

- i. The Board will not contribute to the premium costs of benefits beyond the period required by the Employment Standards Act. A teacher may maintain coverage by paying the full cost of premiums to the Board.

- ii. Return from an extended maternity leave will be allowed at the beginning of a new school year, end of Winter or Spring break, or the beginning of a semester.
- iii. Return from an extended maternity leave may be scheduled within the next three (3) school years.
- iv. While the maximum allowable period will not be expanded upon, applications requesting extensions of shorter leave periods will be considered if received before April 30 in the year of the scheduled return date.
- v. A teacher, whose leave is expiring and who has not, if eligible, requested an extension before April 30, will be assigned in staffing for the subsequent school year. Any teacher not reporting on their scheduled return date will be deemed to have abandoned their position.
- vi. A teacher returning from extended leave shall be assigned to a position that is comparable to the position held prior to the leave and to an appointment that is equal to, or greater than, the percentage of employment held prior to the leave.
- vii. A leave of absence shall be from a specific geographical area, and the teacher returning from that leave shall return to that area unless the teacher applies for and is awarded a position in another geographic area.
- viii. Where practicable, requests for earlier return to work due to special circumstances will be accommodated.

**ARTICLE G.35 LEAVES OF ABSENCE WITHOUT PAY**

- a. The Board and the Union agree that there is a need to grant long-term leaves of absence for personal and professional purposes, and that generally such leaves are to the benefit of the individual, the teaching community and the school system. The parties also agree that the number of leaves granted in any one school year must be limited so as not to have disabling effect on the provision of educational services in the district. Further, it is agreed that a teacher who is granted leave should fulfill their obligations to the Board of Education and colleagues by approaching the leave in a professionally responsible manner.
- b. Extended leaves of absence without pay shall be granted to teachers for educational or personal reasons to a maximum of two (2) full school years, subject to the following limitations:
  - i. Three (3) consecutive years of service to the district, including the one in which application is made.

- ii. Satisfactory or better classroom performance.
- iii. Acceptance of leave without guarantee of return to same position or same school.
- iv. Availability of a replacement teacher with appropriate qualifications.
- v. The provision of details regarding the purpose of the leave.
- vi. Provision of a statement that an appointment as a teacher will not be taken - under the provisions of a probationary, temporary, or continuing contract - in another district during the term of the leave.
- vii. Presentation of the written application for leave by March 31st for leave effective September 1st.
- viii. Where leave is not granted under Article G.35, the teacher shall receive the reasons for the refusal in writing from the Superintendent of Schools.
- ix. Subsequent to the receipt of the notification of a refusal of leave of absence the teacher shall have the right to appeal the decision under the terms of Article A.6 (Grievance Procedure).
- x. Where condition Article G.35.b.vi is broken by the teacher it shall be deemed that their contract with School District No. 59 has been terminated.
- xi. A teacher on leave shall notify the Superintendent of Schools of their intention to return to the district or extend the leave by March 31st.
- xii. A teacher who fails to notify the Superintendent of Schools of their intention to resume teaching duties in the ensuing school year by March 31st shall be deemed to have terminated their contract with the School District.
- xiii. The letter notifying the teacher of the approval of a leave of absence shall include reference to Article G.35.b.iii, Article G.35.b.vi, Article G.25.b.xi, and Article G.35.b.xii.
- xiv. A teacher returning from leave of absence without pay shall be assigned to a position that is comparable to the position held prior to the leave and to an appointment that is equal to, or greater than the percentage of employment held prior to the leave.
- xv. A leave of absence shall be from a specific geographical area, and the teacher returning from that leave shall return to that area unless they apply for and are awarded a position in another geographical area.

**ARTICLE G.36      LEAVES WITHOUT PAY**

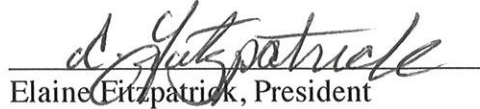
Based on the merit of each application, leaves of absences, without pay, may be granted by the Superintendent of Schools.

## SIGNATURES

Signed at Dawson Creek, British Columbia, this 27 day of May, 2024




Brittany Faulkner, Director of Human Resources  
School District No. 59 (Peace River South)



Elaine Fitzpatrick, President  
Peace River South Teachers' Association



Leanne Bowes, Executive Director,  
Labour Relations (Collective Bargaining)  
British Columbia Public School Employers'  
Association



Clint Johnston, President  
British Columbia Teachers' Federation

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

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

### **BETWEEN**

**The British Columbia Teachers' Federation**

### **AND**

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

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

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



6. Effective date of local matters items:

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

Signed this 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 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 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 entitled 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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**Not applicable in School District No. 59 (Peace River South).**

**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**

**Not applicable in School District No. 59 (Peace River South).**

**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 employees in 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**

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

#### **1. Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of \$2,761 effective July 1, 2022 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of \$2,761 effective July 1, 2022 as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

#### **2. Joint Remote Recruitment and Retention Review Committee**

The parties agree to establish a committee within six (6) months of the conclusion of the 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by BCTF and up to three (3) representatives appointed by BCPSEA.

The committee will review:

- a. the 2008 criteria used to establish Schedule A;
- b. current demographics and data related to implementation of LOU 5;
- c. cost implications of potential future changes to LOU 5;
- d. current data related to remote recruitment and retention;

The parties agree to complete the work of the committee January 1, 2024 (or other period as mutually agreed to).

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

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

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

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

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

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

Texada Elem	Texada Island
Kelly Creek Elem	

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

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

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

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

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

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING No. 6

### BETWEEN

### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

### BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

## 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**

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

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

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

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

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

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

## **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 school year for a transfer for TTOC experience credits earned up to and including November 15<sup>th</sup> to take effect on December 31<sup>st</sup> of the same school year.

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

**AND WHEREAS** this 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

# LOCAL AGREEMENT

## APPENDIX “A”

### DECLARATION OF PROFESSIONAL DEVELOPMENT

#### 1.0 Supporting Rationales

The rationales for an effective system of professional development in School District No. 59 are simple. Knowledge changes. Best practices change. Both are altered by time, research, technology, and any number of other factors. A teacher’s education is never ending.

#### 2.0 Effective Professional Development

To be effective, to change the professional lives of teachers, professional development through inservice education simply cannot be something that’s done to passive participants. It is most effective when it recognizes that teachers can determine their own needs, set their own goals, and decide how and with whom to work towards these goals.

#### 3.0 Influences on Professional Development

- Individual Needs and Desires

Teachers engage in regular, purposeful, systematic and relevant professional development out of a purposeful need to upgrade - to keep abreast of new development in their respective teaching area; to maintain their effectiveness in their roles as teachers and to provide quality education services.

- District Goals/Objectives

As employees in School District No. 59 teachers are asked to engage in professional development activities to achieve district educational goals and objectives.

- Provincial Curriculum Changes

There is a process for developing and implementing provincial and local curriculum and teachers should familiarize themselves with the process which requires time and commitment beyond the pursuit of other professional development objectives.

#### 4.0 Basic Principles Supporting Professional Development

There are several principles which support the provision of professional development through inservice education:

- Individual Responsibility

It is the responsibility of the individual teacher to make a continuing effort to develop themselves professionally. Where they assume a position which requires special training, a reasonable commitment should be made to acquire the necessary skills and knowledge to fulfill the requirements of the position.

- Volunteerism

Participation by teachers in professional development should, for the most part, be on a volunteer basis; however, from time to time there may be district needs which require individuals to take part in professional development programs provided by the district.

- Needs Assessment

An effective needs assessment process should be the starting point of any professional development program. Planners of professional development should work as colleagues with the users in the identification of the needs of the individual and the group in planning training programs, and the continuing tailoring of the activities to fit teachers' needs.

- Planning

The individual teacher has the prime responsibility for planning an appropriate individual professional development program.

School staffs have prime responsibility for planning staff development programs as part of school improvement projects.

The local teachers' organization and the district play a supportive role in the planning process.

- Content

Professional development activities should include the growth of teaching competence, collegiality, and personal development.

- Resources, Time and Organizational Support

Effective professional development requires a commitment of adequate resources, time and organizational support.

- Delivery

The organization and delivery of effective professional development programs can take a variety of forms. Conferences, workshops, short course, on-site coaching, peer observations and feedback, and classroom visits in combination contribute to lasting professional growth.

- Support Systems

Collegial support, on-site coaching and ongoing support should be available to the individual teacher to allow for adequate internalization or behaviour change. School staffs, the district central office, the local teachers' organization, and provincial and local specialist groups have important and necessary roles to play in providing this support.

- Teachers Teaching Teachers

The idea of teachers teaching teachers should be promoted in the provision of professional development programs.

- Teaching Approaches

Professional Development programs should incorporate a wide repertoire of teaching approaches, and no one professional development program should be viewed as a universal panacea for the improvement of instruction.

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