2022 - 2025

PROVINCIAL COLLECTIVE AGREEMENT (PCA 5)

AND LOCAL MATTERS AGREEMENT

WORKING DOCUMENT

2022 - 2025

– Between –

Board of Education of School District No. 45 (West Vancouver)

British Columbia Public School Employers' Association

– and –

West Vancouver Teachers' Association

British Columbia Teachers' Federation

Effective July 1, 2022 - June 30, 2025

Please note: This working document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to Board of Education of School District No. 45 (West Vancouver). 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.

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2022 between the

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER) hereinafter called the **"Board"** and the

WEST VANCOUVER TEACHERS' ASSOCIATION of the British Columbia Teachers' Federation hereinafter called the **"Association".**

1.1 The purpose of this Collective Agreement ("Agreement") is:

a. promoting harmonious professional relations between the Board and its officials and the Association and all teachers;

b. encouraging cooperation in providing efficient quality education services to the students in the district.

1.2 This Agreement is made pursuant to and governed by the School Act, the Public Education Labour Relations Act ("PELRA"), and the Labour Relations Code. In case of any conflict between this Agreement and those Acts and any regulations made thereunder, those Acts and regulations shall prevail.

a. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.

1.3 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.

1.4 The Board agrees that the provision of resources to maintain an effective educational environment in the classroom is of utmost importance when the Board is establishing priorities for the school district.

1.5 **DEFINITIONS**

Administrator - "Administrator" means a school or a district Principal or Vice Principal employed by the Board.

Association - "Association" means the West Vancouver Teachers' Association, the certified bargaining agent for all of the teachers in School District #45 (West Vancouver) under the *Labour Relations Code*.

Association Executive - "Association Executive" means the Executive of the Association as defined and elected pursuant to the constitution and by-laws of the Association.

Board Official - "Board Official" means the Superintendent and / or their designate(s).

Continuing Contract Teacher - "Continuing Contract Teacher" means a teacher appointed by the Board except a teacher on probationary or term appointment or a teacher employed by the Board as a Teacher Teaching on Call.

Cost of a Teacher Teaching on Call - The cost of a Teacher Teaching on Call ("TTOC"), per day, shall mean:

(a) for an individual teacher pursuant to Section G (Leave of Absence), the lesser of the actual cost of a TTOC, including benefits, or 1/200th of the teacher's annual salary.
(b) for the Association pursuant to Section A (The Collective Bargaining Relationship) or Section F (Professional Development), the actual cost incurred in providing the TTOC. If no TTOC is provided, then the cost of the TTOC shall be deemed to be zero ($0.00).

Experience Credit - "Experience Credit" means the number of years of credited experience the teacher has for the purpose of placement on the salary grid, as determined in accordance with Article B.21.

Increment - "Increment" means the increase of salary arising from the accumulation of an additional year of experience credit.

Instructional Improvement Days - "Instructional Improvement Days" means those days upon which teachers will not be required to provide instruction for students and in lieu of which teachers shall engage in activities designed to improve instruction in accordance with Article F.23.

Reasonable - A decision is deemed reasonable when it is not arbitrary, discriminatory, or made in bad faith.

- arbitrary -shall mean without reason or rationale, capricious or perfunctory.
- capricious - shall mean fickle or whimsical
- perfunctory - shall mean done mechanically, carelessly, or in a cursory manner.

School Staff Representative - "School Staff Representative" means an Association member elected by the staff to represent the teachers of a particular school.

Teacher - "Teacher" means a person holding a valid and subsisting certificate of qualification issued by the Ministry of Education Teacher Regulation Branch ("TRB") who is appointed or employed by the Board to give tuition or instruction in a school or to provide other educational services to the Board, and includes a person to whom the Teacher Regulation Branch has issued a letter of permission.

Term Contract Teacher - "Term Contract Teacher" means a teacher appointed for periods of up to one year by notice in writing stating that it is a term appointment, specifying the period of its duration, and indicating the salary or the method by which the salary shall be determined.

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. The local union in School District #45 is the West Vancouver Teachers' Association (WVTA).

3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3: MEMBERSHIP REQUIREMENT

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

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

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION

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

2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.

4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.

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

ARTICLE A.5: COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.

2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent or designate, and the president or designate of the local may meet and discuss the matter.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order

to attend meetings that occur during normal instructional hours. Teacher Teaching on Call (TTOC) costs shall be borne by the employer.

4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a “half-day” meeting shall receive a half-day’s pay. If the meeting extends past a “half-day,” the TTOC shall receive a full-day’s pay.

ARTICLE A.6: GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. Step Two

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

b. The grievance shall be presented in writing giving the general nature of the grievance.

4. Step Three

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

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

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

   ii. at least one of the employer representatives shall be a trustee.

b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. Omitting Steps

a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

6. Referral to Arbitration: Local Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a Local Matters Grievance, as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

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

7. Referral to Arbitration: Provincial Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a Provincial Matters Grievance, as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

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

c. Review Meeting:

i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.

ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

d. Authority of the Arbitrator:

i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.

e. The decision of the arbitrator shall be final and binding.

f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

e. i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher Teaching on Call (TTOC) is required, such costs shall be borne by the employer;

ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and

iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

a. The grievance shall be referred to one of the following arbitrators:

   i. Mark Brown
   ii. Irene Holden
   iii. Chris Sullivan
   iv. Elaine Doyle
   v. Judi Korbin
   vi. John Hall

b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.

c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.

d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

e. The written submissions shall not exceed ten (10) pages in length.

f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.

g. The parties will use a limited number of authorities.

h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.

i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.

j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

k. Neither party shall appeal or seek to review a decision of the arbitrator.

l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.

m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.

n. The parties shall equally share the costs of the fees and expenses of the arbitrator.

o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.

2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

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

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement. [See Article A.22.1]

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.

[Note: Article G.6.1.b does not apply in West Vancouver. However, for the purposes of this Article, the definition applies.]

ARTICLE A.20: NO CONTRACTING OUT

1. Services of the type and kind normally and regularly provided by Association members shall continue to be provided only by members of the bargaining unit and will not be contracted out unless the members of the bargaining unit lack the necessary expertise to provide these services.

2. Contracted services will be limited to services of a specialized nature other than the type and kind regularly provided to students by members of the bargaining unit.

3. The Board shall provide reasonable notice to the Association of its intention to contract for such services.

4. In any case, these contracts will not exceed a duration of one (1) year.

ARTICLE A.21: MANAGEMENT RIGHTS

The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, and direction of the work force is vested exclusively in the Board, subject to the provisions of this Agreement or applicable legislation.

ARTICLE A.22: ASSOCIATION RIGHTS

1. Contract Negotiation and Administration

a. During the negotiation of any single contract, a maximum of 15 F.T.E. days of release time with pay shall be granted annually to the Association to conduct contract negotiations.

b. Release time shall be granted at the cost of the teacher teaching on call for Association members to prepare for negotiations or to investigate and/or participate in a grievance or arbitration.

c. Under normal circumstances the Association will request leaves at least three (3) days in advance.

2. School Staff Representatives

School Staff Representatives, elected in accordance with Association procedures, shall have the right to convene staff meetings in the school, outside of regular instructional hours, to conduct Association business.

School Staff Representatives shall have the right to represent the interests of the Association to school administration.

A list of all School Staff Representatives shall be provided to the Board annually by the 30th of September. Any changes to the list during the school year shall be provided to the Board as soon as they are known.

3. Right to Representation

a. A Staff Representative or Association Executive member shall attend a meeting between an Association member and a School or District Administrator if either the Association member or the Administrator has reason to believe that a representative of the Association should be present. The request for an Association Executive member must not result in an undue delay of proceedings.

It is understood that, wherever possible, meetings requiring the participation of a Staff Representative shall be held outside of regular instructional hours. If the meeting is held during instructional hours, the Administrator will arrange coverage for the teacher requiring representation.

b. If the meeting is discipline related and neither the teacher nor the Administrator believes that an Association representative should be present, the Association shall be informed and receive a reasonable amount of time to meet with the teacher prior to the discipline related meeting.

4. Use of School Facilities

Subject to the availability of space, the Association shall have the right to use school facilities and equipment for meetings and other Association activities, provided such use takes place outside of regular instructional hours.

When large meetings are held (e.g. meetings of the membership involving the use of a school theatre or gymnasium) a rental application must be completed in advance. The Association shall comply with all rental regulations applicable to school facilities.

Use of school facilities shall be without charge except in the following instances:

a. when operating expenses are incurred (e.g. operation of the public address system, overtime expenses incurred by staff, etc.) and/or

b. conduct of Association business during a strike or lockout.

In such cases special permission from the Board is required for the use of the facilities.

5. Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. One bulletin board shall be located in each staff room. Any additional bulletin boards shall be as approved by the principal through consultation with the Association members. The Association shall be responsible for material it posts on Association bulletin boards.

The posting of any additional notices in the building for Association special events shall be done through consultation with the school principal and no reasonable

request shall be denied. Additional notices will be posted for a period of no more than once per week prior to the event. These notices must be removed by the Association the next school day following the event.

6. Internal Mail

In accordance with recent past practice, the Association shall have access to the Board mail service and employee mail boxes, at no cost to the Association, for communication to members of the Association.

ARTICLE A.23: SCHOOL STAFF COMMITTEES

The staff of each school shall have the right to form a staff committee. When a staff committee is formed in a school, it shall be governed by the following Articles.

1. The staff committee shall consist of the Principal or Vice-Principal, and teachers elected by the staff. If it is desired by the staff of an elementary school, the entire staff may constitute the staff committee. The staff committee should reflect the diversity of the staff.

2. A chairperson shall be elected from the staff committee. The chairperson shall see that minutes of both staff committee meetings and meetings of the whole staff are kept and distributed to the staff and administration of the school.

3. The staff committee shall operate in a consultative capacity without derogating from the duties and authority vested in the Principal of the school by the School Act and the School Act Regulations.

4. The staff committee and administration shall consult on educational matters of mutual concern. Consultation on such matters may be initiated by either the staff or the administration.

5. The staff committee shall report to the staff in a meeting at which the Principal is in attendance. The staff may make recommendations to the Principal concerning the matters under consideration.

6. If requested by the staff, the Principal shall, at the next meeting of the staff, report the rationale for decisions which are contrary to the recommendations of the staff. The rationale for such decisions shall be recorded in the minutes of that meeting.

ARTICLE A.24: ACCESS TO INFORMATION

1. Upon written request and subject to current freedom of information and privacy legislation, the Board agrees to provide the President of the Association with the following:

a. Audited Financial Statements and Annual / Amended Budgets as filed with the Ministry of Education in accordance with the School Act, and financial information publicly distributed at School District 45 Finance and Facilities meetings and School District 45 public Board meetings.

b. Current WVTA member information include a list of names, addresses, employee numbers, phone numbers, grid placement, school district assignment, and FTE assignment.

c. Board initiated transfers, resignations, retirements, and employee death of WVTA members unless previously provided during the school year.

d. Agendas and minutes of all public Board meetings. This shall include all publicly distributed attachments.

e. A list of teachers who receive allowances, stating title and allowance.

f. The names and dates of hire of all TTOCs employed by the Board and the number of days worked in the current school year.

2. The Board agrees to provide the Association, no later than two weeks prior to the New Teachers Orientation, a list of teachers new to the district in the current school year.

3. The Board agrees to provide the Association by October 31st of each year,

   a. a list of term contract teachers employed by the Board setting out their first date worked for the Board; their current date(s) of appointment(s); and the length of seniority as of June 30th of that year.

   b. a list of all continuing contract teachers employed by the Board, in order of seniority as calculated according to Article C.5 of this agreement, setting out the length of seniority as of June 30th of that year. The Board also agrees to provide this list alphabetically by last name.

4. The Board agrees to provide the Association with copies of the Recall list once during the Fall and once during the Spring.

   The Board shall preserve all information referred to above in accordance with legislative guidelines.

ARTICLE A.25: PICKET LINE PROTECTION

1. For the purpose of this Article, a duly constituted picket line shall be defined as one which meets both of the following criteria:

    a. It has been established by the Association, the West Vancouver Municipal Employees' Association, or any other certified trade union.

    b. It has not been declared illegal by either the courts or the Labour Relations Board.

2. An employee covered under this Agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay, and no disciplinary action other than a commensurate salary adjustment shall be taken by the Board.

3. No employee covered by this Agreement shall be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike.

4. All sick leave for Association members working in any particular work site is deemed to be cancelled during days when a duly constituted picket line appears in front of that site.

5. Notwithstanding Article A.25.4, an Association member who is in the midst of a long term illness shall be entitled to sick leave. A long term illness shall be defined as one commencing at least two days prior to the appearance of the picket line, and lasting for at least 2 weeks. Application in writing, supported by a medical certificate from a medical practitioner, shall be made to the Board by the member claiming such sick leave.

ARTICLE A.26: COPY OF AGREEMENT

A copy of this Agreement shall be posted on the Association and Board websites. The Board and the Association agree to print fifty (50) copies of the Agreement which shall be printed in a manner mutually acceptable to the Board and Association. The cost of production of the copies of the Agreement shall be borne equally by the Board and Association.

ARTICLE A.27: STAFF ORIENTATION

The Board and the Association shall design and provide an orientation program for new teachers. The orientation shall acquaint employees with the basic operation of the Board as well as the rights and responsibilities of the Collective Agreement.

ARTICLE A.28: BOARD - ASSOCIATION LIAISON

1. The Association Executive may request and be granted annually two (2) liaison meetings with the Board and Board officials for the purpose of discussing any matters of mutual concern which are not related to contract negotiations.

2. The Association Executive may request and be granted annually two (2) liaison meetings with Board officials for the purpose of discussing the implementation and administration of this contract.

3. Specific provisions of this Agreement may be opened for negotiation at any time by written mutual consent of the parties.

ARTICLE A.29: EXCLUSIONS FROM THE BARGAINING UNIT

1. For the term of this Agreement the following positions shall be excluded:

    Superintendent
    Assistant Superintendents
    Principals
    Vice-Principals
    Directors
    District Administrators

2. For the term of this Agreement the following positions shall be included:

    Teachers
    Coordinators
    Head Teachers

3. The Board shall notify the Association of all new positions offered in the district and submit to the Association a written job description of each new position.

4. Newly created positions other than those listed in Articles A.29.1 and A.29.2 shall be either included or excluded from the bargaining unit upon agreement of both parties.

5. Failure to reach agreement under Article A.29.4 shall result in the parties referring the matter directly to arbitration pursuant to Article A.6.6, A.6.7 (Grievance Procedure).

ARTICLE A.30: TEACHER ASSISTANTS AND EDUCATION ASSISTANTS

The Parties agree to uphold the tenets contained within the “Teacher/Teacher Assistant Relationship” document.

The Parties agree that the reference to teacher assistants in the document means education assistants and teacher assistants working directly with teachers.

The Board agrees that any revision of this document shall be undertaken in collaboration with the Association and that the document shall be altered only with the mutual agreement of the Parties.

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%.

10. Salary Schedules A and B

July 1, 2022 – June 30, 2023

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	$ 54,306	$ 58,706	$ 62,982	$ 64,485
2	$ 56,792	$ 61,860	$ 66,346	$ 67,922
3	$ 59,278	$ 65,016	$ 69,710	$ 71,357
4	$ 61,763	$ 68,170	$ 73,072	$ 74,794
5	$ 64,249	$ 71,323	$ 76,436	$ 78,231
6	$ 66,736	$ 74,478	$ 79,797	$ 81,667
7	$ 69,221	$ 77,633	$ 83,161	$ 85,104
8	$ 71,706	$ 80,788	$ 86,524	$ 88,541
9	$ 74,191	$ 83,942	$ 89,887	$ 91,977
10	$ 79,736	$ 90,571	$ 96,971	$ 99,222

July 1, 2023 – June 30, 2024

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	$ 57,972	$ 62,669	$ 67,233	$ 68,837
2	$ 60,626	$ 66,036	$ 70,825	$ 72,506
3	$ 63,280	$ 69,405	$ 74,415	$ 76,174
4	$ 65,932	$ 72,772	$ 78,005	$ 79,843
5	$ 68,586	$ 76,138	$ 81,595	$ 83,512
6	$ 71,241	$ 79,506	$ 85,184	$ 87,179
7	$ 73,894	$ 82,874	$ 88,774	$ 90,848
8	$ 76,547	$ 86,242	$ 92,365	$ 94,517
9	$ 79,199	$ 89,608	$ 95,954	$ 98,185
10	$ 85,358	$ 96,957	$ 103,808	$ 106,217

July 1, 2024 – June 30, 2025

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	$ 59,711	$ 64,549	$ 69,250	$ 70,903
2	$ 62,445	$ 68,017	$ 72,949	$ 74,681
3	$ 65,178	$ 71,487	$ 76,648	$ 78,459
4	$ 67,910	$ 74,955	$ 80,345	$ 82,238
5	$ 70,644	$ 78,422	$ 84,043	$ 86,017
6	$ 73,378	$ 81,891	$ 87,739	$ 89,795
7	$ 76,111	$ 85,360	$ 91,437	$ 93,574
8	$ 78,843	$ 88,829	$ 95,136	$ 97,353
9	$ 81,575	$ 92,297	$ 98,833	$ 101,130
10	$ 88,012	$ 99,972	$ 107,036	$ 109,520

Salary Schedule B

Coordinator's Allowances

The following allowances shall be added to the basic salary of each coordinator as determined from Salary Schedule A. Allowances of part time coordinators shall be prorated.

Coordinator, Elementary Programs	15% of PA Master's (Maximum)
District Computer Coordinator	15% of PA Master's (Maximum)
All other District Coordinators	7.5% of PA Master's (Maximum)
Secondary School Coordinators:	
Major Departments	7.5% of PA Master's (Maximum)
Minor Departments	6% of PA Master's (Maximum)

11. Head Teacher Agreement

As per the Letter of Understanding dated February 6, 1989:

"*THAT the allowance for Head Teachers in the present Collective Agreement be 7.5% of PA Masters Max."*

ARTICLE B.2: TTOC PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

2. For the purposes of Employment Insurance, the employer shall report for a Teacher Teaching on Call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.

3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.

4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

5. TTOCs shall be paid an additional compensation of $11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than $5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

6. Rate of Pay:

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

Local Provisions

7. TTOC additional provisions

   a. A TTOC shall be subject only to the following articles of this Agreement:

      Section A: Articles 2, 3, 6, 9, 25 and 26.
      Section B: Articles 2, 4, 5, 7.5, 10, 14, 21, 22, and 26.
      Section C: Article 25
      Section D: Articles 21, 24, 25, 26, 27, 28, and 29.
      Section E: Articles 1, 2.
      Section F: Article 24.

   b. TTOC shall be paid as follows:

      i. The Board shall, at least semi-monthly and not later than eight (8) days after each pay period, pay to each TTOC all wages earned for the pay period inclusive of statutory vacation pay.

c. At the principal's discretion, Instructional Improvement Days occurring during an assignment of five (5) or more days of continuous teaching in the same assignment shall count as a day of work. In such cases, the principal shall direct the TTOC to attend an appropriate instruction improvement activity.

d. Effective September 1, 1988, one hundred and sixty (160) days of teaching on call experience in School District #45 shall constitute one year of teaching experience.

   i. Periods of part-time teaching, teaching on call and short term appointments accumulated from September 1, 1988, may be added together for accumulation of years of experience credit.

   ii. Effective September 19, 2014, TTOC experience credits will accrue in accordance with Article C.4 TTOC Employment.

e. Any TTOC assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wages.

   i. No assignment shall be for less than a half-day.

f. In the event that a TTOC assignment is broken by the return of a teacher who is subsequently absent for the same reason within two (2) working days, the TTOC shall proceed as if the assignment had not been broken for the purposes of determining the number of days of continuous teaching as per Article B.2.7.c.

   i. A TTOC service shall not be considered broken by an instructional improvement day or a statutory holiday.

g. On the twenty-first (21st) working day of teaching on call in a single ongoing assignment the Board agrees to provide benefits commensurate with those provided to term contract teachers.

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

Not applicable in School District #45 (West Vancouver)

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

   This provision does not apply in School District #45 (West Vancouver)

Local Provisions

3. The Board shall make compensation to a maximum of $250 for a teacher who suffers loss or damage to equipment or teaching aids brought to school by the teacher for use in teaching duties provided that:

   a. Each article in question has been registered by serial number or otherwise with the principal at the beginning of the period of time that it is kept at school.

   b. A realistic estimate of the value of each article is recorded with the registration.

   c. The loss or damage is not the result of negligence on the part of the teacher claiming compensation.

   d. A teacher is not eligible for compensation for the damage under another fund or policy of insurance.

   The principal retains the right to decline to register an article, following discussion with the teacher and taking into consideration the nature and actual value of the article and its value to the instructional program.

ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN

Article B.8 is not applicable in School District #45 (West Vancouver). See Appendix Letter of Understanding #5

ARTICLE B.9: PAY PERIODS

"Article B.9 is not applicable in School District #45 (West Vancouver). See Article B.9.4 below"

Local Provisions

4. Payment of Salary

a. Teachers, except for teachers teaching on call, shall be paid an annual salary payable in installments, in each calendar month except July and August. The annual salary shall be inclusive of statutory holiday and vacation pay.

b. The payment of salary to each teacher except teachers teaching on call shall be by direct deposit to one (1) financial institution of the teacher's choice.

c. Two direct deposits shall be made to the teacher's account during each month except July and August. The first shall be a deposit of approximately 45% of the teacher's net pay for that month and shall be made on the banking day closest to the 15th day of the month. The second deposit shall be for the balance of the teacher's net pay for that month, and shall be made on the last banking day of the month.

d. The Secretary-Treasurer shall produce, prior to September 20 of each school year, a schedule of the proposed dates on which the direct deposit shall be made during that school year. Upon the schedule being approved by the President of the Association, the membership of the Association shall be so informed.

e. Notwithstanding Article B.9.4.c, no later than September 15 of each school year, teachers, except teachers teaching on call, who

i. are newly hired to the District and whose banking arrangements and certification information is still outstanding as of August 15th, or

ii. who have changed their banking arrangements and have notified the payroll department after August 15th shall be paid an advance, by cheque, on that teacher's salary for the month of September. The amount of the advance payment shall be as follows:

$1000 for full time contract teachers.

$575 for teachers with part time contracts of at least 0.5 time.

$300 for teachers with less than 0.5 time contracts.

The balance of the pay owing the teacher for the month of September shall be paid by direct deposit at the end of the month pursuant to Article B.9.4.c.

ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2022	$0.60/kilometre
Effective July 1, 2023	$0.64/kilometre
Effective July 1, 2024	$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.

4. Employees shall be reimbursed for travel costs as outlined below:

    a. School District No. 45 (West Vancouver)

        Employees on the staff of Bowen Island Community School commuting from West Vancouver to Bowen Island shall be reimbursed for their automobile and ferry expenses in accordance with travel and car-pooling arrangements agreed to by the staff and approved by the Principal and Assistant Superintendent.

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

[Balance of Provincial Article {B.10.4.b – i} is not applicable in School District #45 (West Vancouver)]

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5. Teachers who, as a result of an assignment in more than one building, are required to use their personal vehicles to travel between buildings, and district coordinators, facilitators, and special education personnel who are required to use their personal vehicles for business travel shall, upon application to the Superintendent or their designate, be reimbursed at a rate which is the average of the rates used by the BCSTA and the BCTF.

ARTICLE B.11: BENEFITS

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

2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.

3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 percent (100%) of the premium costs.

4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

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

Local Provisions

5. **Coverage**

   a. Teachers on leave of absence shall have the option to continue their Medical, Dental, Extended Health Benefits, Group Insurance, and B.C.T.F. Optional Term Life Insurance Plans by making payments to the Board for their share and the Board's share of the premiums of their benefits plans. Such payments to the Board must be made annually, in advance, by September 30 of each school year.

   b. **Medical Services Plan of B.C**

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   Teachers may become members of the Medical Services Plan of B.C. effective on appointment. The Board shall pay 100% of the premium cost of the Medical Services Plan of B.C. for each teacher who is a member of the plan.

   If a teacher dies while in the employ of the Board, that teacher's dependents shall continue to receive medical benefits for a period of four (4) months from the time of death, providing that the surviving spouse or other family member completes the appropriate application form.

c. **Extended Health Benefits**

The Board shall pay 100% of the cost of the Provincial Extended Health Benefit Plan for teachers. Membership in the Extended Health Benefits Plan shall be compulsory for all new teachers requiring medical coverage. (See Article B.11 for extent of coverage.)

d. **Group Life Insurance**

The Board shall pay 100% of the premium cost of a mutually acceptable Group Life Insurance and Accidental Death and Dismemberment Plan. Participation in the plan shall be a condition of employment for all new full-time teachers, and shall be optional for part-time teachers.

e. **Dental Plan**

The Board shall pay 100% of the premium cost of a mutually acceptable Dental Plan. Participation in the plan shall be a condition of employment for all new full-time teachers unless they are already covered under a spouse's dental plan.

If a part-time teacher wishes to participate in the Dental Plan, the Board's share of the premium cost shall be in the same proportion as the teacher's teaching time, and the part-time teacher concerned shall pay the balance.

f. **Long-Term Disability**

Teachers shall participate in the B.C.T.F. Salary Indemnity Plan (Short Term and Long Term).

The Board agrees to pay the total premiums of benefits plans of persons on the Salary Indemnity Fund and/or Long-Term Disability. Such payment will commence upon written notification to the Board by the teacher that the teacher is receiving benefits from the Salary Indemnity Fund and/or Long-Term Disability Plan.

g. **B.C.T.F. Optional Group Life Insurance Plan**

The Board shall deduct authorized monthly premiums from the salary of teachers participating in the B.C.T.F. Optional Term Life Insurance Plan, and shall remit the premiums to the B.C.T.F. or its designated agent.

h. **Death Benefit**

In the event of the death of a teacher who is in the employ of the Board, the Board shall pay to the designated beneficiary, or to the estate of the deceased if there be no designated beneficiary, an amount equal to one full month's current salary. This payment shall be in addition to any amount earned by the deceased during the last month they served.

i. **Leave of Absence and Deferred Compensation Plan**

Teachers may participate in the Leave of Absence and Deferred Compensation Plan, the terms and conditions of which are contained in a separate Agreement. A copy of the separate Agreement shall be sent to each newly appointed teacher.

j. **Employee Assistance Plan**

The Board shall pay 100% of the cost of an Employee Assistance Plan.

6. **Administration**

a. It is the responsibility of the Board to advise its employees of the benefits available.

b. The Board shall provide each new teacher with an application or enrollment form for participation in the medical, dental, extended health, and group life insurance benefit plans. In the event that a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.

c. The Board shall advise all teachers in the bargaining unit who are engaged in less than half time capacity that they may elect to contribute to the Teachers' Pension Plan.

d. The Board shall advise each teacher in writing at the end of January of their accumulated sick leave.

7. **Benefits While on Leave of Absence**

a. The Board shall pay the total premium cost of benefit plans of persons receiving disability benefits from either the Salary Indemnity Plan: Short Term or the Salary Indemnity Plan: Long Term.

b. Teachers on leave of absence shall have the option to continue their benefits plans by making payments to the Board for both their share and the Board's share of the premiums of their benefits plans. Such payments to the Board must be made annually, in advance, by September 30.

8. **Part Time Teachers**

The Board's share of the premium cost for a part time teacher who wishes to participate in the Medical Services Plan, the Extended Health Benefits Plan, and/or the Dental Plan shall be in the same proportion as their teaching time, and the teacher shall pay the balance of the premium cost. There shall be no cost to the teacher for participation in the Group Life Insurance Plan or the Employee Assistance Plan.

ARTICLE B.12: CATEGORY 5+

1. Eligibility for Category 5+

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

        i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

        ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.

        iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.

    b. Post undergraduate diplomas agreed to by the TQS; or

    c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

4. Application for Category 5+

a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.

b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

ARTICLE B.14: EXPERIENCE RECOGNITION

1. Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:

   a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;

   b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or

   c. a treaty First Nation that is operating a school under the treaty First Nation's laws;

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

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2. Up to June 30, 1980, a minimum of eight months' full-time employment during one school year in British Columbia public schools is required to constitute a year's experience.

3. Up to June 30, 1980, where a teacher has completed in British Columbia public schools two full periods of full-time employment each of less than the above minimum eight months or more, the two such periods may be combined to constitute a year's experience.

4. Up to June 30, 1980, periods of teaching service of less than six months during a school year may not be combined to carry credit.

   Those teachers holding staff appointments on a part-time basis are excepted. These teachers will accrue experience at the following rate:

4/5 or more time:	One year experience for each year of teaching
Between 2/5 and 4/5:	One year experience for each two years of teaching
Less than 2/5 time:	Accrue experience until at least eight months have been reached before gaining one year of experience credit

5. From September 1, 1980, teachers having full-time assignments for less than a year, and/or part-time assignments will accrue experience credit at the following rate:

4/5 to full time:	One year
Less than 4/5 time:	Accrue the equivalent of at least 8 months' experience credit before one year of experience credit will be earned

6. Certificated teaching experience in publicly supported schools carries credit where the service is deemed equivalent to that of employment as a teacher in B.C. public schools.

7. Teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education carries credit.

8. Certificated teaching experience not covered by Articles B.14.2 or B.14.3 will be considered by the Superintendent or their designate in consultation with the President of the Association.

ARTICLE B.21: PLACEMENT ON THE SALARY SCHEDULE

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service (T.Q.S.), subject to Articles B.21.1.a, and B.21.1.b of this Agreement and in accordance with years of experience as determined by Article B.14 of this Agreement.

   a. **Letters of Permission**

      Persons with a degree holding a Letter of Permission shall be placed on the salary category 4/PC scale.

b. **Level 6 (PA Master's Degree)**

Teachers who possess a Master's Degree recognized by the Teacher Qualification Service shall be paid on Level 6 PA(M).

2. **Initial Placement on Scale**

a. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement.

b. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three months of commencement of employment. The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.

c. The Board shall not refuse a request for extension of the time limits. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.

d. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

3. **Increased Qualifications**

Increases in salary resulting from improved qualifications shall be automatic upon submission of proof of increased qualifications from the Teacher Qualification Service. Such increases shall be paid retroactively:

a. to September 1st of the school year when the verification from the Teacher Qualification Service is submitted to the Board by October 31st of that school year, and

b. to January 1st of the school year when the verification from the Teacher Qualification Service is submitted to the Board between November 1st and the last day of February of that school year.

Teachers anticipating a delay in receiving T.Q.S. confirmation by the deadline shall contact the Personnel Office of the Board in writing. Deadlines for receipt of verification may be extended in any specific instance by mutual agreement of the parties.

4. **Related Experience**

a. Teachers of Industrial Education courses shall be allowed credit (as prescribed in Article B.21.5 of this section) for a maximum of two (2) increments on scale for completion of certified apprenticeship training or its equivalent.

b. Teachers of Commerce or Industrial Education shall be allowed one-half credit for acceptable trade experience (as prescribed in Article B.21.5 of this section) up to a maximum of eight (8) increments total, including any increments for apprenticeship granted under Article B.21.4.1.

c. Where a teacher holds a T.Q.S. Category 2, a Letter of Permission, or a Teaching License, the total experience credited under, Articles B.21.4.1 and B.21.4.2 shall not exceed six (6) increments.

5. **Evaluation of Non-Teaching Experience**

a. Applications for recognition of non-teaching experience must be submitted, in writing, to the Assistant Superintendent (Personnel), with a copy to the Association.

b. To be eligible for consideration, teachers must file, in writing, their intent to claim for non-teaching experience within six (6) weeks of the effective date of their appointment.

c. All applications must be in writing and must include documentary evidence to support the teacher's claim.

d. To be eligible for consideration, the teacher must spend over one-half of their teaching time in the applicable subject field.

e. No credit will be granted for apprenticeship, or portion thereof, gained before the age of eighteen (18).

f. In order to receive credit for the "equivalent" of apprenticeship, a teacher who does not hold a certificate of journeyman competence may be required to write an examination at B.C.I.T. in order to obtain a tradesman's qualification certificate.

g. Periods of employment service of less than four months duration may not be combined to carry credit.

h. Twenty-four months of experience shall constitute one year's experience credit.

6. **Appeal of a Teacher's Placement on Scale**

In the event that a teacher wishes to appeal their placement on the salary scale, the following shall apply:

a. Appeals related to a teacher's qualifications shall be submitted to the Teacher Qualification Service whose decision shall be final and binding.

b. Appeals related to a teacher's experience shall be subject to the provisions of Article A.6 (Grievance Procedure).

ARTICLE B.22: INCREMENTS

1. There shall be two dates on which increments may be due, September 1st or January 1st. A teacher who commenced service in West Vancouver on or before November 1 shall receive increments on September 1 of each year. A teacher who commenced service in West Vancouver between November 1 and the last day of February of the preceding school year and who did not receive experience credit for the period September to December shall receive increments on January 1 of each year.

2. Effective February 11, 1991 a teacher who has completed the equivalent of ten (10) months service with the Board without being granted an increment and who is not at maximum may apply to the Assistant Superintendent for consideration of an increment.

ARTICLE B.23: POSITIONS OF SPECIAL RESPONSIBILITY

1. **Job Descriptions**

The Board, in consultation with the Association, shall draw up job descriptions for all positions of special responsibility, including, but not limited to, department coordinators in secondary schools, and coordinators and facilitators at the district level. These descriptions shall be the recognized job descriptions for such positions, and shall not change during the term of an individual's appointment.

2. **New Positions**

The Board, in consultation with the Association, shall prepare a new job description whenever a new position of special responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association.

3. Failure to reach agreement under Article A.29.4 shall result in the parties referring the matter directly to arbitration pursuant to Article A.6 (Grievance Procedure).

4. Allowances for positions of special responsibility shall be those in Salary Schedule B.

ARTICLE B.24: TEACHER IN CHARGE

1. Should all administrative officers and head teachers be away from the school premises for a half day or more, the principal or their designate shall appoint a teacher as teacher in charge for the required period of time. The individual appointed shall receive 1/200th of 11% of PA(M) Max. per day of service as teacher in charge.

2. When acting as teacher in charge, the teacher shall be provided with a teacher teaching on call.

ARTICLE B.25: SUMMER EMPLOYMENT

1. **Summer School**

   a. A teacher employed to give 60 hours of instruction in Summer School shall be paid 4% of PA Masters Maximum.

   b. Where present demonstrated ability and qualifications are met by two or more applicants, the right of first refusal for employment as a teacher in Summer School shall be given to teachers who were employed in School District #45 the previous school year either with a continuing contract, or with a term contract and the right to employment in the district during the next school year under Article C.24 of this Agreement.

2. **Other Summer Employment**

   Whenever the Board, upon the recommendation of the Superintendent, requires the services of a teacher during the summer recess (excluding Summer School teachers) and the teacher agrees to provide those services, the Board may choose to pay either 1/200th of the teacher's annual salary for each day worked or provide equivalent time off, with the exception of secondary counselors who shall receive equivalent time off as mutually agreed to by the counselor and administrative officer.

ARTICLE B.26: PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.

2. The method of payment to teachers whose employment in the district commences after the beginning of the school year and/or terminates before the end of the school year shall be:

$$\frac{\text{[Number of days worked during any contract period]}}{\text{[Number of school days in the school year]}} \times \text{[annual salary in effect at the time the days are worked]}$$

except that:

teachers retiring on pension before the end of the school year shall receive the greater of the application of the above formula of the amount of 1/10 of the annual salary as per the salary Agreement in effect for each full month worked.

3. A teacher who is in the employ of the Board for a whole school year shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days.

4. For purposes of the above Article, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work.

ARTICLE B.27: NO CUTS IN SALARY

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

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.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

1. Experience Credit

a. For the purpose of this article, a Teacher Teaching on Call (TTOC) shall be credited with one (1) day of experience for each full-time equivalent day worked.

b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.

2. Increment Date for Salary Grid Placement

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

ARTICLE C.5: SENIORITY PROVISIONS (LOCAL)

1. a. This Article applies to those employees who hold continuing contracts, including those teachers on authorized leaves of absence, and to those teachers holding term contracts who have the right to have their contracts converted to continuing contracts pursuant to Article C.24.

2. **Definition of Seniority**

   a. Seniority is defined as the number of consecutive years of service in the employ of the Board, inclusive of service with a term and/or part-time contract. Calculation of a teacher's seniority shall be governed by the following:

      i. Length of service will include leaves of absence approved by the Board, except personal leave.

      ii. Time on a personal leave of absence shall not count in calculation of length of service, but does not break continuity.

      iii. Seniority will be calculated in years and fractions thereof.

      iv. For purposes of calculating seniority only, but not for purposes of calculating severance pay entitlement, part-time teaching of 0.5 F.T.E. or greater shall be credited as a full year of service. Part-time teaching less than 0.5 F.T.E. shall be credited as a half-year of service.

      v. A break in service of six calendar months or less between term contracts, or between the term contract prior to receiving a continuing contract, or a break in service due to termination and re-engagement under this Article, shall not constitute a break in consecutive years of service.

3. In addition to the provisions of C.5.2.a, the seniority for an employee on a continuing contract shall include:

   a. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and

   b. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.

4. Where the seniority of two or more teachers is equal after the application of Article C.5.2.a and C.5.3, the teacher with the greatest aggregate service with School District #45 (West Vancouver) shall be deemed to have the greatest seniority.

5. Where the seniority of two or more teachers is equal after the application of Article C.5.2.a through Article C.5.4, the teacher with the greatest aggregate length of service with other school jurisdictions recognized for salary purposes shall be deemed to have the greatest seniority.

6. Where the seniority of two or more teachers is equal after the application of Articles C.5.2.a through C.5.5 the teacher with the highest level teacher pre-service preparation recognized for salary purposes shall be deemed to have the greatest seniority.

7. Where the seniority of two of more teachers is equal after the application of Articles C.5.2.a through C.5.6 the teacher selected by lot shall be deemed to have the greatest seniority.

8. A seniority list shall be prepared by the Board.

    a. The Board shall forward to each school and to the Association by November 30th of each year a list of all continuing contract teachers employed by the Board in order of seniority as of October 31st of the same school year.

    b. These seniority lists shall be updated as necessary to be effective at the date of terminations of employment.

    c. Disagreements about placement on the seniority list must be brought to the attention of the Superintendent (or their designate) within ten (10) working days of its distribution and any such disagreement is to be confirmed in writing to the Superintendent (or their designate) within the same time period.

    d. If disagreements about placement on the seniority list are not brought to the attention of the Superintendent (or their designate) as per Article C.5.8.c , the seniority list shall be deemed to have been accepted.

    e. Notwithstanding Articles C.5.3 – C.5.8.d , a teacher becoming an employee of the school district as a result of the transfer of jurisdiction in respect of Bowen Island from School District #46 shall be credited with accumulated seniority credit as determined by the Agreement in place between School District #46 and the Sunshine Coast Teachers' Association, including any period of secondment to School District #45, as at the date of becoming an employee of School District #45. Further accumulation of seniority credit will be governed by the provisions of the Article.

ARTICLE C.20: LAYOFF AND RECALL

1. Terms

a. This Article applies to those teachers who hold continuing contracts, including those teachers on authorized leaves of absence, and to those teachers holding term contracts who have the right to have their contracts converted to continuing contracts pursuant to Article C.24.

b. The purpose of this Article is to provide fair and equitable procedures for the layoff and recall of teachers in the school district should that become necessary due to:

i. a discontinuation or reduction in the level of a program, activity, or service

ii. a change in the organizational structure of the school district, or

iii. the amount of available operating funds.

2. Reduction in Force

When the Board determines that it is necessary to reduce the total number of continuing contract teachers employed by the Board for the reasons provided in Article C.20.1.b., it shall, in deciding which teachers shall be retained or laid off, consider in respect of available positions the present demonstrated ability and qualifications of each teacher concerned, and when those factors are met by two (2) or more teachers, the teacher with the greatest seniority shall be retained. The available positions shall be determined by the Board through the Superintendent or their designate.

3. Definition of Qualifications

a. The Board through its Superintendent (or their designate) shall determine whether or not any teacher or teachers concerned have the present demonstrated ability to perform the duties of an available teaching position.

b. The Board through its Superintendent (or their designate) shall determine whether or not a teacher has the qualifications to perform the duties of an available teaching position. Qualifications needed to perform the duties of an available teaching position or positions means a reasonable expectation based on the teaching certificate, the educational background, the professional development, and the experience of the teacher or teachers concerned that the teacher or teachers will be able to perform successfully the duties of the position.

4. **Lay Off Notice**

a. Where the Board proposes to lay off a teacher in accordance with this Article, the Board shall cause to be delivered to that teacher a written notice setting forth

i. the date that their services are no longer required, and

ii. a statement of the teacher's rights to severance pay and recall pursuant to this Article.

b. The notice in Article C.20.4.a shall be delivered at least

i. 30 days before the end of a school term, if the termination is to take place at the end of a term, or

ii. 60 days before the termination is to take place, if the effective termination date is at any time other than at the end of the school term.

c. If a lay off notice is delivered to a teacher, it may be rescinded prior to the date set out as the teacher's last day of employment in the lay off notice if a position for the teacher becomes available and in such event the teacher is not entitled to take severance pay in lieu of the available position, unless the teacher has, prior to rescission, elected severance pay.

d. Information on teaching positions held by less senior teachers will be made available to teachers in receipt of termination notices and to the Association.

5. **Teachers' Right of Recall**

a. An employee whose employment is terminated under the terms of this Article shall be placed on the recall list.

b. When a teaching position including a term position becomes available, the Board shall post the vacancy in accordance with Article E.21 and send a notice of the vacancy to all teachers on the recall list.
It shall be the responsibility of each employee on the recall list to notify in writing the Superintendent (or their designate) of their current address, telephone number, email address, changes in qualifications, and availability.

c. Any employee may apply for the available teaching position. Provided that the teacher applicant has present demonstrated ability and the qualifications to perform the duties of the available teaching position, the Board shall offer the available teaching position to the employee applicant on the recall list with the greatest seniority.

d. If the employee who is offered the teaching position pursuant to Article C.20.5.c declines the offer, the position shall be offered to the applicant on the recall list who has present demonstrated ability and the qualifications to perform the duties of the position with the next greatest seniority.

e. All positions shall be filled as provided above while there are employees remaining on the recall list who have a right to recall pursuant to this Article.

f. An employee who has been offered a position under this Article shall inform the Board whether or not the offer is accepted within forty-eight (48) hours of the offer being made.

g. The Board shall allow ten (10) working days from the acceptance of an offer under Article C.20.5.c or Article C.20.5.d for the employee to commence teaching duties. Where the employee is required to give a longer period of notice to another employer, such longer period shall be granted to a maximum of thirty (30) calendar days.

h. An employee's right to recall under this Article is lost if:

   i. the employee elects to receive severance pay under Article C.20.6 of this Agreement;

   ii. the employee refuses to accept two (2) positions, of time equal to that previously held, offered by the Board;

   iii. three (3) years elapse from the effective date of termination under the terms of this Article and the employee has not been re-called;

   iv. the employee receives a continuing contract in another school district or an indefinite term contract to teach in an independent school.

i. Upon recall the employee shall be entitled to a continuing contract position if a continuing contract position is available. If only term positions are available, an employee may accept a term position without jeopardizing the employee's continuing contract status or the employee's right to remain on the recall list.

6. Severance Pay

a. An employee whose employment terminates under the terms of this Article may elect severance pay rather than recall at any time after the last date of the employee's employment as set out in the layoff notice issued under Article C.20.5.a and before the employee's right to recall under Article C.20.5.h is lost.

b. Severance pay shall be calculated at 5% of one year's salary (including allowances) for each year of consecutive paid service with the Board, or pro-rated paid service in the case of part time employees, to a maximum of one year's salary. The salary on which severance pay is calculated is based upon the employee's full-time scale salary (including allowances) at the time of the termination of employment. Years of service shall be calculated to the nearest month pursuant to Article C.5.2.a. Years of service prior to a voluntary termination and subsequent rehire shall not be included for the purposes of calculating severance pay.

c. An employee who receives severance pay under the terms of this Article and who is subsequently rehired by the Board, shall retain any payments made under the terms of this Article. In such case, for all purposes of this Article the calculation of years of service shall commence with the date of such rehiring.

d. Severance pay shall be paid out either September 30th or March 31st. An employee may choose either date by notifying the Board in writing, at least ten working days prior to the payout date, of their intention to collect severance pay.

7. **Benefits**

Employees who retain their rights of recall pursuant to Article C.20.5 shall have the option to continue their Medical, Dental, Extended Health Benefits, and Group Insurance plans by making payments to the Board for their share and the Board's share of the premiums of their benefits plans in advance of the date on which such premiums become due.

8. **Sick Leave Accumulation**

A teacher re-engaged under the terms of this Article shall retain all sick leave credit accumulated to the date of termination, except for unused sick leave that was previously ported from SD No. 45 to another district, pursuant to PCA Article G.1.

ARTICLE C.21: DISCIPLINE, SUSPENSION AND DISMISSAL FOR MISCONDUCT

1. The Board or its officials, including Administrative Officers, shall not discipline, suspend, or dismiss any person bound by this Agreement except for just and reasonable cause.

2. The Board and the Association shall, wherever necessary or practicable, issue a joint release to the media regarding the suspension or dismissal of a teacher.

3. A teacher who is or may be subject to suspension or dismissal may be accompanied by a representative of the Association at any meeting involving the teacher in connection with any investigation by the Board.

4. Where a teacher is to be suspended or dismissed, the teacher and the President of the Association shall be informed in writing.

5. Teachers shall have the following rights:

    a. the right to be informed of:

        i. any written allegations against the teacher which the Board chooses to investigate, including the basis for the allegations and the names of the persons making them;

        ii. any unwritten allegations against the teacher which the Board is investigating, including the details of the allegations

        as soon as reasonably possible except when release of such information would prejudice or interfere with any criminal or other lawful investigation.

    b. the right to the information available related to the allegation(s) referred to in Article C.21.5.a which the Board proposes to consider at such meeting at least 72 hours prior to the hearing referred to in Article C.21.5.d.

    c. the right to file a written response to the allegation(s).

    d. the right to make representations before the Board or its Personnel Committee prior to the taking of any decision to suspend or dismiss, including the right to hear all the evidence presented to the Board, to receive copies of all documents and particulars placed before the Board, to present witnesses, and to question any person presenting evidence to the Board.

    e. the right to be informed in writing of their rights under this Article.

    f. the right to grieve any discipline, suspension or dismissal under the terms of Article A.6 (Grievance Procedure)

    g. the right to be free from any punitive action or discrimination for having pursued rights under this Agreement.

6. A decision of the Board shall be communicated to the teacher in writing and shall contain a detailed statement of the grounds on which the action has been taken.
7. Where a teacher is suspended under Section 15(4) or (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 a

meeting is waived by the teacher. The teacher shall have the right to be accompanied by a representative(s) of the Association at such a meeting and both the teacher and the representative(s) shall have an opportunity to make submissions to the Board. Where the Board holds such a meeting a further meeting under Article C.21.5.d is not required.

8. Notwithstanding Article A.6 (Grievance Procedure) where a teacher has been dismissed the Association may refer a grievance directly to Article A.6.4 (Grievance Procedure) of this Agreement.

ARTICLE C.22: DISMISSAL OF TEACHERS FOR UNSATISFACTORY PERFORMANCE

1. The Board shall not dismiss a teacher for unsatisfactory performance except where the Board has received three (3) consecutive reports pursuant to Article E.27 of this Agreement indicating that the teacher's performance is unsatisfactory.

2. The three reports referred to in Article C.22.1 shall all be prepared in accordance with the provisions of Article E.27 of this Agreement, and in accordance with the following provisions.

    a. The reports shall have been issued in a period of not less than twelve (12) months or more than twenty-four (24) months.

    b. The reports shall be written by three (3) different evaluators and at least one of the reports shall be written by the Superintendent, an Assistant Superintendent, or a Director of Instruction.

    c. The other two reports shall include only reports of the Superintendent, an Assistant Superintendent, a Director of Instruction, or an Administrative Officer of the district.

3. Where a teacher receives a second report finding the teacher's performance to be unsatisfactory, the parties shall develop a plan of assistance and shall consider a change in the teacher's assignment.

4. Where a teacher receives a second report finding the teacher's performance to be unsatisfactory, the teacher may request educational leave without pay, pursuant to Article G.24.4 (Educational Leave) of this Agreement, for a period of no more than one school year.

    a. Unless otherwise mutually agreed to by the parties, commencement and termination dates of such leave shall coincide with the beginning and end of school terms.

b. In the case that a teacher takes educational leave under this provision, a subsequent evaluation shall be undertaken within the balance of the twenty-four (24) months, exclusive of the period the teacher was on educational leave.

5. Where a teacher receives a first or second report finding the teacher's performance to be unsatisfactory, any absence of the teacher greater than ten (10) consecutive days in duration shall be excluded from the twenty-four (24) months referred to in Article C.22.2.a of this Agreement. If the length of absence exceeds thirty (30) consecutive working days, then the evaluation process will not resume for at least ten (10) working days after the teacher's return to duty, all of which shall be excluded from the twenty-four (24) months referred to in Article C.22.2.a of this Agreement.

6. Where the Board intends to dismiss a teacher for unsatisfactory performance, it shall so inform both the teacher and the President of the Association in writing no less than sixty (60) days prior to the end of the school term. The teacher shall have the right to meet with the Superintendent and the Board within twenty-one (21) days of receipt of such notice, accompanied by a representative of the Association.

7. Where, subsequent to the meeting referred to in Article C.22.6, the Board decides to dismiss a teacher for unsatisfactory performance, it shall issue a notice of dismissal at least thirty (30) days prior to the end of the school term, to be effective at the end of the school term, setting out the grounds for the dismissal.

8. The Association may refer a grievance regarding the dismissal of a teacher for unsatisfactory performance directly to Article A.6 (Grievance Procedure) of this agreement.

ARTICLE C.23: EMPLOYMENT ON A PART TIME CONTRACT

1. A part time continuing contract is defined as one in which the assignment is from one-tenth (0.1) to nine-tenths (0.9) time.

2. Once a teacher on a part time continuing contract has been given an assignment of one-half time (0.5) or more, they shall be entitled to an assignment of not less than 0.5 time thereafter. An assignment of less than 0.5 time for any given school year may be granted at the request of the teacher without prejudice to that teacher's right to an assignment of at least 0.5 time in subsequent years.

3. A teacher with a part time appointment may without prejudice to that appointment request an additional specified part time appointment.

ARTICLE C.24: TERM APPOINTMENTS

1. The Board may hire a teacher on a term appointment only for the purpose of filling the position of a teacher who is on a leave of absence.

2. A term appointment may be given for a period of time not exceeding one school year.

3. The Board shall provide the Association, by November 1 and April 1 of each school year, a list of those teachers on leave and the names of the teachers with term appointments who are replacing the teachers on leave.

4. The Board agrees that in any given school year the total number of F.T.E. teachers with term appointments in the school district shall not exceed by more than five (5) the number of F.T.E. teachers on leave of absence.

5. A teacher who will have completed eight (8) months consecutive service and who has a satisfactory report shall be eligible to apply for a vacant position pursuant to Article E.22.

6. A teacher employed by the Board who has completed consecutive term contracts equivalent to at least sixteen (16) months of total service shall be entitled to re-appointment on a continuing contract, pursuant to Article E.22, provided that they are appropriately qualified for an available position. Part-time service shall be prorated as follows for calculation entitlement:

   Part-time teaching of 0.5 F.T.E. or more shall count as eight (8) months for such calculation, while any fraction less than 0.5 F.T.E. shall count as four (4) months for such calculation.

7. Notwithstanding Article C.24.6 above, a teacher who receives a third appointment to the district, having completed consecutive term contracts equivalent to at least sixteen (16) months of total service, shall be entitled to a continuing contract. In the event that a teacher receives a third appointment to the district before having completed consecutive term contracts equivalent to at least 16 months of total service, the teacher shall be entitled to a continuing contract upon the completion of sixteen (16) months of total service.

8. For the purpose of this Article, the period of consecutive term contracts shall be deemed not to have been broken if a teacher is reappointed within a period of six (6) months of the expiry of a term contract.

9. A teacher who has completed consecutive term contracts equivalent to at least sixteen (16) months of total service and who has not been reappointed to the district shall be entitled to an interview at the teacher's request for any vacant, posted position for which the teacher is qualified.

10. The Board has the right to convert a term appointment to a continuing contract at any time.

ARTICLE C.25: TEACHER TEACHING ON CALL HIRING

1. The Board shall maintain a list of persons who have been placed on the list of teachers teaching on call. The Board shall forward a copy of such a list to the Association in the last week of September, and in each subsequent month of the school year.

2. The Superintendent or their designate shall not remove a person from the list of teachers teaching on call, save for just and reasonable cause, or save for the lack of availability for three months. The Board will inform the Association of the reasons for the removal of any teacher teaching on call (TTOC) from the TTOC list.

3. Notwithstanding Article C.25.2 the Superintendent or their designate may remove a person from the TTOC list within thirty (30) teaching days from the date of their first teaching on call assignment. A TTOC who has been removed from the list pursuant to this provision shall not have recourse to the grievance and arbitration procedure.

4. In assigning TTOCs, the Superintendent or their designate shall select persons on the list qualified for the assignment who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.

5. The Board shall first offer teaching on call assignments to the persons on the list with the necessary qualifications for the assignment.

6. With the principal's approval, a teacher may request that a specific TTOC be called to fill an assignment.

7. The TTOC initially assigned to a class where the teacher is absent shall be permitted to continue in the assignment until the absent teacher returns, unless extenuating educational or administrative circumstances as determined by the Superintendent or their designate are deemed to exist.

8. The Superintendent or their designate shall give consideration to filling positions in Summer School with qualified applicants from the TTOC list who possess valid B.C. teaching certificates.

ARTICLE C.26: JOB SHARING

1. Definition

Job sharing shall refer to two continuing contract teachers who request to share a full time teaching position. Ordinarily, the position will be shared 60/40 or 50/50.

2. Reduction of Assignment

An employee who moves from full time to a job sharing assignment will be a full time employee on an approved leave for the percentage of time not worked (in the year proposed).

3. Partnerships

a. When a job sharing partnership is proposed the two teachers must make written application, by March 1st, to the principal with a copy to the Superintendent or designate.

b. The principal shall provide the applicants with a written approval or rejection by March 31st.

c. Proposals to job share shall not be unreasonably denied.

4. Renewal

Job sharing positions shall be reviewed annually.

5. Applications

a. Applications should include proposals on:

i. The schedule/timetable of each partner.

ii. The percentage of assignment applicable to each partner.

iii. The division of teaching responsibilities.

iv. The method of planning between the partners to ensure continuity of instruction and consistency in the classroom.

v. The method of communicating to students and parents about course planning, student evaluation, and reporting to parents.

vi. Attendance at staff meetings, parent conferences, staff development, team meetings, and in-service training.

6. Preparation Time

Preparation time will be shared with the full knowledge and consent of the job sharing partners.

ARTICLE C.27: PROBATIONARY APPOINTMENTS

1. No teacher shall be placed on probationary appointment except during their first year of a continuing contract and after they have received a teaching report pursuant to Article E.27 indicating an unsatisfactory performance.

2. In the event that the Board places a teacher on probation, it shall provide full written reasons to the teacher at that time. The teacher shall have the opportunity to discuss the reasons for the recommendation with the relevant district officials and the principal. The teacher may be accompanied at such discussions by a member of the Association.

3. Where a teacher is placed on probation the parties shall develop a plan of assistance. A period of not less than 40 working days shall be provided for improvement of performance.

4. The Board shall not cancel a probationary appointment unless there has been a second independent teaching report, pursuant to Article E.27, written by a different evaluator, indicating an unsatisfactory performance.

5. A teacher on probation shall regain their continuing contract status upon receipt of a second independent teaching report pursuant to Article E.27, written by a different evaluator, indicating a satisfactory performance.

6. Notwithstanding Article C.27.5 the maximum period that a teacher may be on probation shall be eight (8) teaching months.

7. A teacher shall be entitled to a meeting with the evaluator and the Superintendent for the purpose of discussing the teacher's report. The President of the Association or their designate may accompany the teacher at the meeting.

8. Notwithstanding Article E.27, a report finding that the performance of a teacher who is on the first year of a continuing contract or on a probationary appointment is unsatisfactory is not subject to the grievance process pursuant to Article A.6 (Grievance Procedure).

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

No local language.

ARTICLE D.2: CLASS COMPOSITION AND INCLUSION

No provincial language.

No local language.

ARTICLE D.3: NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:678 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
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)	1:51.6 ESL/ELL students	Former provincial LOU No. 5 (2000)

No local language.

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. Preparation and Instruction Time

    a. The instructional week for full time elementary teachers shall be 25 hours inclusive of 75 minutes for recess and a minimum of 110 minutes (120 minutes effective July 1, 2023) of preparation time.

    b. The instructional week for full time secondary teachers shall be 27.5 hours inclusive of 75 minutes for recess and a maximum of 1500 minutes of classroom instruction. The 1500 minutes of classroom instruction shall include a minimum of 12.5% preparation time.

    c. Preparation time for part time teachers whose assignment is 0.5 or greater shall be prorated.

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: REGULAR WORK YEAR

1. The annual salary established in this Agreement in Salary Schedule A shall be payable in respect of a regular work year which shall not exceed the number of days in session as set by the Standard School Calendar, inclusive of the minimum number of days of instruction, the maximum number of non-instructional days, and one administrative day. Subject to all relevant legislation and Article F.23 – Instructional Improvement Days – all days of the regular school year shall be scheduled between Labour Day and June 30th of the subsequent school year.

ARTICLE D.22: SPECIAL EDUCATION SERVICES

1. The parties agree to uphold the tenets contained within the "Special Education Services: A Manual of Policies, Procedures and Guidelines" document (February 2011) published by the BC Ministry of Education.

2. The Board agrees that any revision of this document shall be undertaken in collaboration with the Association, and that the document shall be altered only with the mutual agreement of the parties.

ARTICLE D.23: SUPERVISION DUTIES

Teachers may be required to perform a maximum of 20 minutes of regularly scheduled supervision duty per week. This duty shall not be scheduled during the school's regular morning recess unless requested by the teacher.

ARTICLE D.24: EXTRA CURRICULAR ACTIVITIES

1. In this Agreement extra curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.

2. The Board, the Association and Teachers recognize and support extra curricular activities as an integral part of each student's educational experience.

3. While the Board and Association consider it desirable that teachers participate in extra curricular activities, it is recognized by the Board and the Association that involvement by a teacher in extra curricular activities is voluntary.

4. Extra curricular activities shall not form any part of a job description or posting of a position.

5. While voluntarily involved in Board approved extra curricular activities teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

ARTICLE D.25: AVAILABILITY OF TEACHERS TEACHING ON CALL

1. When a teacher is absent from a school, the Board shall employ a teacher teaching on call (TTOC) to replace that teacher.

2. Each teacher shall endeavour to ensure that adequate instructions are available for the TTOC called in during that teacher's absence.

3. Teachers, except TTOCs, shall not be required:

    a. to perform the tuition or instructional duties of a teacher who is absent;

    b. to supervise the students of a teacher who is absent, except in emergency situations as determined by the Administrative Officer.

ARTICLE D.26: TEACHERS TEACHING ON CALL WORKING CONDITIONS

Under normal circumstances the teacher teaching on call (TTOC) shall be required to assume only the duties of the teacher the TTOC is replacing.

ARTICLE D.27: STAFF MEETINGS

1. Two types of staff meetings shall be held in schools:

    a. regularly scheduled staff meetings; and

b. meetings called by the principal to deal with unexpected circumstances

2. Staff meetings shall be open to all employees of the Board assigned to the school on a full or part time basis.

3 Teachers shall be required to attend regularly scheduled staff meetings, and shall endeavour to attend meetings called to deal with unexpected circumstances.

4. There shall be a maximum of one regularly scheduled staff meeting per month.

5. The schedule of regularly scheduled staff meetings shall be determined by the principal in consultation with a committee to be chosen by the staff, and shall be distributed to teachers in September.

6. The principal and a person named by the committee of the staff described in Article D.27.5 above, shall be responsible for setting and publishing the agenda for each regularly scheduled staff meeting at least 24 hours prior to the meeting.

7. Additional items may be added to the agenda at the meeting.

8. Written minutes shall be kept and circulated to all staff members within 7 working days of the staff meeting.

9. a. Unless otherwise approved by the staff through a majority vote, regularly scheduled staff meetings shall not take place before school. The principal shall endeavour to commence the staff meeting 15 minutes after the end of the instructional day. The duration of the staff meeting shall not be longer than 90 minutes or extend past 5:00 p.m.

   b. Meetings shall not be scheduled on weekends, statutory holidays or other days when school is not in session.

10. Part-time employees are required to attend staff meetings on days when their assignments are contiguous with such meetings and up to two staff meetings annually pertaining to school organization.

11. Itinerant teachers shall be required to attend one staff meeting per month and shall endeavour to ensure that they attend a meeting in each of the schools they are assigned during the course of the year.

12. The principal and the committee of the staff described in Article D.27.5 above shall discuss at the beginning of the school year how staff meetings shall be chaired for that school year.

ARTICLE D.28: HEALTH AND SAFETY

1. Teachers shall be required to work only in facilities that are clean and safe. The Board shall comply with WorkSafe BC standards in its day to day operations.

    a. In emergent (e.g. pandemic) situations, the Board will comply with all health and safety protocols and guidelines established by the Provincial Health Officer and Provincial government.

2. In accordance with *Workers' Compensation Act* Regulations there shall be a Health and Safety Committee in each school which shall include members of the Association.

3. Specific problems which could endanger the health and safety of teachers or students, or which adversely affect the learning situation must be referred to the District Health and Safety Committee. The Board shall endeavour to eliminate such problems when the Health and Safety Committee so recommends.

4. The following student medication procedures shall apply in all schools.

    a. Teachers agree to render assistance in an emergency.

    b. Teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis.

    c. The Board shall establish policies and ensure that schools establish systems for administering medication after consultation with parents, family physicians, the public health nurse, and the medical health officer.

ARTICLE D.29: HEALTH AND SAFETY COMMITTEE

1. Definition

A District Health and Safety Committee shall be established by the Superintendent or their designate.

The committee shall be composed of eight (8) members, three (3) chosen by and representing the West Vancouver Teachers' Association, four (4) chosen by and representing the Board, one (1) chosen by and representing the West Vancouver Municipal Employees in the Facilities Department.

The chairperson and secretary shall be elected from and by the members of the committee. Where the chairperson is a Board representative, the secretary shall be an Association representative and vice versa.

2. Function

The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

3. **Detailed Duties**

The committee shall:

a. Determine that regular inspections of the place of employment are carried out as required by the *Workers' Compensation Act*.

b. Determine that the provisions of health services as outlined in the *School Act* are carried out.

c. Recommend measures required to attain compliance with the *School Act* and WorkSafe BC and the correction of hazardous conditions.

d. Consider recommendations from individual teachers or the Association and recommend implementation where warranted.

e. Hold regular meetings approximately every month with a minimum of seven (7) in the school year for the review of:

i. reports of current accidents, their causes and means of prevention;

ii. remedial action taken or required by the reports of investigations and inspections;

iii. any other matters pertinent to health and safety.

f. Record the proceedings of the committee and forward the minutes promptly to both the Association and the General Manager, Facilities.

ARTICLE D.30: HAZARDOUS MATERIALS

1. The Board shall ensure that a Workplace Hazardous Materials Information System ("WHMIS") is implemented in each work site in the district and that information on particular products can be accessed through an automated system or from the WHMIS Information Kit.

2. At the start of each school year, the Board shall inform employees of opportunities for training on WHMIS. Employees who wish to have training on WHMIS should contact the Assistant Superintendent or designate.

3. The Board shall ensure that each worksite has access to the *Occupational Health and Safety Regulations* of the *Workers' Compensation Act* and a copy of the WHMIS Information Kits.

The Board shall comply with the relevant WorkSafeBC legislation as it pertains to hazardous materials.

ARTICLE D.31: REIMBURSEMENT OF CLASSROOM MATERIALS

1. The Board recognizes that teachers incur expenses to support a variety of activities in their classrooms.

2. The principal, in consultation with the committee chosen by the staff as described in Article A.23, shall determine a process for approving funds and shall announce that process at the September staff meeting.

3. Payment shall be made within two (2) weeks of the teacher submitting receipts for items purchased.

ARTICLE D.32: SPACE AND FACILITIES

1. The principal shall, in consultation with teachers, develop a proposed classroom assignment including any portable assignments. Classroom allocation shall be assigned in a fair and reasonable manner. All classroom assignments shall be at the sole discretion of the principal.

2. A teacher shall be required to teach in a portable classroom for a maximum of two (2) consecutive years. At the option of the teacher, this period may be extended. This provision does not apply to portable classrooms outfitted for the purposes of specialty instruction.

3. A staff meeting, staff committee meeting, or department meeting shall be used for the purpose of discussing the proposed classroom assignment for the next school year prior to the principal finalizing the assignments.

4. Should a teacher have concerns about their current or proposed classroom assignment they should discuss this with their administrator or bring their concerns to Staff Committee.

5. Questions about resources should be directed to the principal or staff committee.

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 31st 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: POSTING VACANT POSITIONS

1. In this Agreement "vacancy" or "vacant position" means an existing or newly created teaching position to which a teacher is not assigned. A vacancy is created when a teacher resigns, retires, transfers to another position, or goes on a long term medical leave pursuant to Section G, Article 24.1. All teachers in the district are eligible to apply for vacant positions.

2. The position of a teacher on an approved leave of absence shall be deemed to be vacant one (1) year from the start of the leave. When a teacher has been granted Long Term Medical Leave, the position of that teacher shall be deemed to be vacant.

3. It is understood that within an elementary school, openings may be filled through reassignment of appropriately qualified members of the existing staff of the school.

4. At the secondary level it is understood that an opening may be filled through reassignment of appropriately qualified members of the existing staff of the school.

    a. Reassignments within a school will primarily occur within curricular strands.

    b. There may be situations where an individual is qualified to take an assignment in a curricular strand other than the one in which he/she is currently teaching. The reassignment of such a teacher to a position in a new curricular strand without posting the position, may occur. In such circumstances the Association will be notified with rationale.

    c. If a vacancy remains after such reassignments, a posting will occur.

5. a. A part time elementary teacher, with the necessary qualifications, may have an adjustment of up to 0.2 FTE or less added to that teacher's assignment without posting.

    b. A part time secondary teacher, with the necessary qualifications, may have an adjustment of up to 2 blocks or less added to that teacher's assignment without posting.

    c. Notwithstanding paragraph 5 above, once the school year has commenced, a part time elementary teacher may have an adjustment of up to 0.4 FTE added to that teacher's assignment without posting.

    d. Notwithstanding paragraph 5 above, once the school year has commenced, a part time secondary teacher may have an adjustment of up to 4 blocks added to that teacher's assignment without posting.

6. All postings shall be advertised electronically.

7. A copy of each posting will be sent to the Association.

8. Teachers who have held a term contract within the previous eight (8) months will be allowed continued access to the electronic system.

9. Postings will accurately describe the necessary qualifications for the position posted.

10. Every posting shall contain the following information:

    a. Work location;

    b. Posting date;

    c. Start date and, if applicable, end date;

    d. Nature of position (ie. Full or part time; term or continuing);

    e. Nature of the work (ie. Subject areas, grade levels, specific program); and

    f. Closing date for receipt of applications.

11. Postings shall not include reference to extra-curricular activities and programs.

12. Postings shall be posted for a minimum of seven (7) calendar days. From mid August through the month of September, posting time may be shortened to four (4) days to expedite the posting process.

13. After the start of the school year, teachers will be required to remain in their position for the duration of the school year.

14. If a new or existing position becomes vacant after the start of the school year, it shall be posted as a term appointment for the balance of the school year. If the Board intends to maintain this position in the subsequent school year, the position will be posted during the next Spring staffing process.

15. It is understood that the Board has the right to decide not to fill a vacant position and therefore has the right not to post it.

ARTICLE E.22: FILLING VACANT POSITIONS

1. The Board shall fill vacancies other than those for positions of special responsibility in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position.

    a. Teachers returning from a leave of absence who are not returning to their previous position;

    b. Teachers transferred in accordance with and subject to the provisions of Article E.24.1 of this section;

    c. Teachers currently employed by the Board on a continuing contract;

    d. Teachers on the recall list under Article C.5;

    e. Teachers currently employed by the Board on term contracts who have satisfactory reports and will have completed eight (8) months consecutive service.

    Where two or more candidates fall into the same category, the teacher with the greatest seniority as defined in Article C.5 shall have preference.

2. Positions shall be filled within a reasonable period following the end of the posting period, provided there are qualified, internal applicants.

3. In filling any position, qualifications shall be those stated in the posting.

4. If an existing position becomes vacant after September 1, said position will be filled on a term basis and if the Board intends to maintain this position in the subsequent year, the position will be posted during the normal staffing process in the Spring.

ARTICLE E.23: OFFER OF APPOINTMENT

1. Offers of appointment shall be made by Administrators to teachers. The confirmation of the offer, indicating the nature, terms and location of the assignment, shall be electronic.

2. The applicant shall accept an offer of appointment by telephone or electronically within 48 hours.

ARTICLE E.24: TEACHER TRANSFER

1. **Transfers Initiated by the Board**

   a. Transfers shall be made for educational reasons. Transfers shall not be initiated by the Board as a disciplinary measure or for capricious reasons. It is understood that teachers shall only be transferred under the terms of this article in unusual and/or compelling circumstances. A circumstance shall be deemed to be unusual or compelling if it is not common, ordinary or is deemed to be of a serious nature.

   b. A Board Official intending to recommend transfer of a teacher shall meet with the teacher at least two (2) weeks prior to the recommendation being placed before the Board. The reasons for the transfer shall be communicated to the teacher. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.

   c. Teachers intended to be transferred under this Article shall be notified by April 15th.

   d. When the teacher receives notice that they must transfer the teacher shall have the opportunity to apply for posted vacancies and to be placed pursuant to Article E.22.

   e. In their reply the teacher shall have the opportunity to indicate any in-service needs they feel are essential as a result of the transfer. These needs will be given consideration and if approved, a program shall be funded by the Board.

      If the Board Official recommends in-service for a teacher as a result of a Board initiated transfer, such in-service shall be funded by the Board.

f. Where practicable, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three school years.

g. It is understood that a teacher who has received notice that they must transfer shall have the opportunity to apply for posted vacancies and to be placed pursuant to Section E, Article 22. Notwithstanding the above, the Board may, after May 31st, invoke its right to place the teacher. In effect, the teacher will receive notice and have up to May 31st to apply for posted vacancies; they will not be transferred by the Board prior to May 31st.

h. It is understood that this article will not be used to facilitate a transfer initiated by the teacher pursuant to Section E, Article 24.2 unless there are unusual and/or compelling reasons to do so.

2. **Transfers Initiated by the Teacher**

a. Teachers may apply for transfer to any vacant position posted pursuant to Article E.22, at the time it is posted, and may apply for transfer generally by request in writing to the Superintendent by March 15th. It is understood that teachers initiating transfers are essentially signaling the Board of their interest. It is understood that in unusual and/or compelling situations a teacher's request for transfer may cause the Board to initiate such a transfer pursuant to Section E, Article 24.1

b. When a teacher has applied for a general transfer their application will be forwarded for any posted vacant position which they may be entitled to fill pursuant to Article E.22. It is understood that a teacher initiating a transfer under this article shall be placed pursuant to Section E, Article 22. This means that the teacher does not jump the queue because of having applied for a transfer.

ARTICLE E.25: ASSIGNMENT IN SCHOOL

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

2. The principal of the school shall, in consultation with the staff, develop a proposed timetable and list of staff assignments.

3. A staff meeting, staff committee meeting, or department meeting shall be held for the purpose of discussing the proposed timetable and staff assignments for the next school year prior to the principal finalizing the timetable and staff assignments.

4. A teacher's assignment is subject to grievance pursuant to Article A.6 (Grievance Procedure) on the basis that it is unjust or unreasonable in the circumstances.

ARTICLE E.26: SUPERVISION FOR PROFESSIONAL GROWTH

1. This article applies to all term contract and continuing contract teachers.

   Recognizing that continual improvement of instruction is a major goal in West Vancouver schools, the parties commit themselves to an ongoing supervision program which incorporates active involvement and reflective self-assessment on the part of each teacher. This program is primarily intended to be developmental, providing for professional growth within a cooperative, supportive environment.

2. The supervision program shall be based on procedures and criteria agreed to by the parties and contained in the District #45 Supervision Document. This document shall be updated on an ongoing basis as the supervision program for the district evolves.

3. The Association recognizes that Administrative Officers will continue to be expected to fulfill the normal responsibility of their positions regarding supervision of programs, staff, and students.

4. The parties agree that information and documentation gathered during the supervision for growth process is of a formative nature and shall not be used or considered in any subsequent summative evaluation pursuant to Article E.27 or in any dismissal procedure pursuant to Article C.22 of this agreement.

ARTICLE E.27: EVALUATION OF TEACHING

1. All reports on a teacher shall be in writing.

2. The procedures for evaluation shall be those agreed to by the parties and contained in the District #45 Evaluation Document. This document shall be updated on an ongoing basis as the evaluation program for the district evolves.

3. The evaluation of a teacher may be initiated:

   a. by the Board or its designate pursuant to the District #45 Evaluation Document,

   b. at the request of a teacher, District #45 Evaluation Document, or

   c. by the Board pursuant to Article C.22 of this Agreement.

4. At least two (2) weeks before commencing an evaluation process, the evaluator shall meet with the teacher to discuss the purpose of evaluation, the approximate time span, and the schedule of observations, and the criteria to be used.

5. Each report shall be based on no fewer than three (3) observations. Up to six (6) observations may be held and unannounced observations shall be on a ratio of 1 out of 3. In the unusual circumstance where an administrative officer shall require further information, the President of the Association and the teacher shall be notified that up to three (3) additional observations may be required.

6. Times chosen for the observations shall reflect the teacher's assignment, and the teacher shall have the opportunity to select two (2) of the observation times. Observations shall not be made during the week prior to Christmas or Spring Break, nor during the month of June.

7. Following each observation, the evaluator shall convene a meeting to discuss their observations with the teacher. Within two (2) working days of the observation, such observations shall further be provided to the teacher in the form of a written anecdotal statement.

8. The content of a report shall be a specific description of the work of a teacher and the situation in the teacher's class, based upon criteria contained in the Evaluation Document, and shall include constructive suggestions and advice for improvement where appropriate. Judgments shall be based on documented evidence.

9. The teacher's extra contributions may be listed but shall not be considered in the overall evaluation of the teacher's performance.

10. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be within the teacher's responsibility and control. Any discrepancy between the teacher's assignment and their professional training and experience shall be noted and taken into account when setting expectations pursuant to Article E.27.4.

11. The teacher shall be given a draft copy of the report at least 48 hours before the preparation of the final copy of the report. The teacher shall have the opportunity of meeting with the evaluator in the company of another member of the Association to discuss and, if deemed necessary by the teacher, to propose changes to the draft.

12. The teacher shall be given a copy of the final report at the time of filing.

13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed along with all copies of the report.

14. If in the assessment, the teacher's performance is considered to be unsatisfactory, the administrative officer writing the report shall inform the Superintendent forthwith. The Superintendent shall then cause a second, independent report to be written by another evaluator. The second report shall be written within a period of thirty (30) teaching days of the filing of the original report.

15. A satisfactory report shall not be subject to grievance pursuant to Article A.6 (Grievance Procedure).

16. A teacher shall be entitled to a meeting with the evaluator and the Superintendent for the purposes of discussing the teacher's report. The President of the Association or their designate may accompany the teacher at the meeting.

ARTICLE E.28: PERSONNEL FILES

1. There shall be only one personnel file for each teacher, maintained at the Board office. The contents of the file kept at the school relating to a teacher shall be subject to the same criteria for inclusion as the file maintained at the Board office and any such file kept at a school shall be destroyed when the teacher leaves that school. Upon termination of employment, the teacher's personnel file at the Board office shall become an inactive file and shall remain the property of the Board.

2. After receiving a request from a teacher, the Superintendent, in respect of the Board file, or the principal, in respect of any school file, shall forthwith grant access to that file. Subject to the teacher's written authorization, the Local Union President or designate may review a teacher's personnel file.

3. An appropriate school board employee shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of the teacher's choosing.

4. The Board agrees that only material which is factual, and material relevant to the employment of the teacher, shall be maintained in personnel files. Third party documents critical of a teacher written by parents and/or students shall not be placed in a teacher's file. *No unsigned or undated documents of a critical nature shall be placed in a teacher's file.*

5. Any information that is entered in the Board or school file other than standard administrative documents, shall be dated and signed by both the teacher and the Board official placing the information in the file. The employee's signature does not necessarily indicate agreement with the contents. Notwithstanding the above, in the event the teacher refuses to sign a document, it will be entered in the teacher's file with a witnessed notation that the teacher has refused to sign the document.

6. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file,

   a. the teacher will be provided with the pertinent documentation and the Association informed that documentation will be placed in a file,

   b. the teacher may elect to attach an addendum to the material.

7. Documentation in a personnel file related to a criminal offence or gross misconduct shall not be subject to removal from the file at any time. A teacher may request to have removed documentation of a critical nature or related to disciplinary action taken by the Board three (3) years after filing provided that no incidents of a similar nature have occurred. This request will not be unreasonably denied by the Superintendent.

8. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the Board and that teacher. Any school file shall be in the custody of school administration and shall be accessible only to appropriate administrative officials of the Board and that teacher.

9. In the event that disciplinary action is taken against an employee and related documentation is in the file as prepared by the Ministry of Social Services, the police or an officer of the court, or the Superintendent or designate, this documentation shall be sealed in an envelope in the employee's official personnel file, accessible only to the Superintendent or designate and the employee concerned.

10. For the purposes of any suspension or dismissal of an employee initiated by the Board only the official district personnel file may be used. In such cases, Administrative Officers may forward to the Board file any contents of the school file to serve as an appendix to related letters of reprimand.

ARTICLE E.29: SCHOOL ACT APPEALS

1 Where a pupil and/or parent/guardian files an appeal under the School Act and Board By-law of a decision of an employee covered by this Agreement:

   a. the employee and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;

   b. the employee shall have a right to be present, and/or to have union representation at the hearing of the Appeal Committee; and

   c. the employee shall have the opportunity to provide a written submission with respect to the appeal.

2. Prior to hearing an appeal, the Board shall endeavour to ensure that the Appellant has attempted to resolve the concern by dealing directly with the employee and administrative officer at the school level.

3. No decision or Bylaw 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 E.30: NO DISCRIMINATION

The Parties subscribe to the provisions and principles of the *Human Rights Code* of British Columbia and, without limiting the generality of the foregoing, the Board shall not discriminate against any member of the bargaining unit on the basis of any of the prohibited grounds listed in the Code.

ARTICLE E.31: FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and no board or legal body has concluded that the allegation is true, the teacher shall be entitled to assistance, where required, to deal with the negative effects of the allegation.

2. A teacher requesting assistance and a representative of the Association shall meet with two district staff members appointed by the Superintendent to establish a plan of assistance for the teacher. The plan of assistance may include, but shall not be limited to

    a. a specified period of leave of absence with pay

    b. priority for transfer pursuant to Article E.22 to any vacant position requested by the teacher, and

    c. where requested by the teacher, provision of factual information to parents by the Board.

3. At the request of the teacher, the parties shall meet again to examine whether modifications to the plan should be made.

ARTICLE E.32: PARENTAL CONCERNS

1. Parents who express concerns about a teacher's pedagogy will be encouraged to speak directly to the teacher.

2. Parents who express other professional concerns about a teacher will be encouraged to speak directly to the teacher where appropriate.

3. The teacher will be advised of specific professional concerns that have been raised by a parent or guardian where it has been determined that follow up is required and where this disclosure does not conflict with other legal obligations.

SECTION F PROFESSIONAL DEVELOPMENT

ARTICLE F.1: PROFESSIONAL DEVELOPMENT FUNDING

Article F.1.1 and F.1.2 is not applicable in School District #45 (West Vancouver). See Article F.22.2 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: CURRICULUM IMPLEMENTATION

1. **Curriculum Implementation Committees**

a. When new curriculum is being introduced to the school district, the Superintendent or their designate shall strike a consultative committee to consider and make recommendations to the Superintendent on the following:

Time Considerations

i. The time necessary for the entire implementation process.

ii. The time necessary for teachers who are expected to implement the new curriculum to:

(a) become familiar with the new content, materials and skills

(b) provide the transition between the old curriculum and the new curriculum.

(c) develop necessary supplemental material.

Materials

iii. Identification of materials required.

Funding

iv. In-service and/or retraining needs.

v. Materials required.

vi Resource people.

vii. Release time for teachers

b. The committee shall involve personnel who will be directly affected by the implementation of such curricula and must include:

i. in the case of elementary curricula, at least two teachers, one each from different schools.

ii. in the case of secondary curricula, at least one department coordinator and one teacher.

Administrative officers may have representation on such a committee, but Association representatives shall comprise a majority.

2. **Professional Development Coordinating Committee**

a. A Professional Development Coordinating Committee shall be struck each school year to review the needs of the district for in-service training, professional development, and the mechanisms for accessing any available funding. It shall be comprised of the President of the Association, the Association's Professional Development Chairperson, up to four additional members appointed by the Association, and two representatives nominated by the Superintendent.

b. The Superintendent of Schools shall advise the Professional Development Coordinating Committee and the WVTA Professional Development Committee each year of those areas of specialized training which are required to meet the goals of the district.

c. The District and the Association agree that there shall be a close liaison between the District Coordinating Committee and the Association's committees/structures to support professional development.

ARTICLE F.22: PROFESSIONAL DEVELOPMENT FUNDING

1. The Board and the Association agree that all programs, services, and non credit courses which promote and foster the professional development of teachers shall be covered by this Article.

2. The Board shall establish funds for the purpose of promoting professional development of the teaching staff in the school district.

a. The Board shall make an annual contribution equal to PA(M) Maximum to the Professional Development Fund. The Association shall make an annual contribution of $8,000 to this fund.

b. The School Effectiveness Fund shall be funded by the Board at 75% of PA(M) Maximum.

3. **Professional Development Fund**

a. The Professional Development Fund shall be administered by the Association.

b. The chairperson of the Professional Development Committee shall file an annual report with the Annual General Meeting of the Association and with the Superintendent of Schools, and shall provide annually an accounting of expenditures which is acceptable to the Secretary-Treasurer.

c. For the purpose of this Agreement, detached duty shall be defined as attendance at recognized non credit courses, conferences, workshops, seminars, or other approved educational activities during regular school hours.

d. The chairperson of the Professional Development Committee shall recommend to the Superintendent or their designate the approval of Teacher Teaching on Call (TTOC) usage for detached duty funded by the Committee. A TTOC pool of up to 120 days shall be allocated annually for this purpose.

e. The Superintendent of Schools shall advise the Professional Development Committee each year of those areas of specialist training which are required to meet the goals of the district. The Committee shall publicize the identified areas of special training to be funded through Professional Development grants by May 30 of each budget year.

f. At the request of the Association the Board shall grant up to 0.125 release time with pay to the Chairperson of the Professional Development Committee for the purpose of administering Article F.22 of this Agreement.

g. The Superintendent of Schools shall have the right to direct up to 7.5% of the Board's contribution to this fund if a specified professional development or retraining need arises.

4. **School Effectiveness Fund**

a. The Superintendent and President of the Association may, by mutual agreement, change the allocation formula for the School Effectiveness Fund.

ARTICLE F.23: INSTRUCTIONAL IMPROVEMENT DAYS

1. The principal, in consultation with the staff, shall determine the use of each Instructional Improvement Day. Each teacher may file a personal plan for the day with the principal for approval.

2. A part time teacher who is required in writing to attend a full instructional improvement day involving a period of time during which the teacher does not normally work shall be paid for the extra time worked on a pro-rata basis to 1/200 of the teacher's annual salary.

3. The Board on odd numbered years or the Association on even numbered years shall have the right to plan an Instructional Improvement Day which requires the attendance of all Association members.

4. Notwithstanding Articles D.21 (Regular Work Year) and D.27(Staff Meetings) of this Agreement, with the consent of at least 85% of a school staff, a principal may schedule an Instructional Improvement Day during the week immediately preceding the opening of schools. The agenda for such a day shall be provided by the principal. The day shall be considered a regular instruction day for salary purposes. In the event such a day is scheduled, the following provisions shall apply.

    a. The staff shall identify a day during the school year, which is not adjacent to the Winter, Easter, Spring, or Summer vacations, which shall be taken as a holiday by the staff in lieu of the day worked prior to the opening of school.

    b. A teacher unable to attend the day shall, at the time the day is designated, inform the principal that they are unable to attend. The teacher shall propose to the principal an instructional improvement plan which, when acceptable to the principal, shall be carried out by the teacher in lieu of the day missed.

    c. A teacher who does not inform the principal that they are unable to attend on that day, and who subsequently does not attend the session, shall make application to the Leave of Absence Committee.

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.)

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.)

ARTICLE G.3: EMPLOYMENT STANDARDS ACT LEAVES

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

a. Section 52 Family Responsibility Leave

b. Section 52.11 Critical Illness or Injury Leave

c. Section 52.5 Leave Respecting Domestic or Sexual Violence

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

ARTICLE G.4: BEREAVEMENT LEAVE

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

   For the purposes of this article "immediate family" means:

   a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), 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 the physical arrangements for the funeral cannot be accomplished in the period granted under Article G.4.1, written application may be made to the Leave of Absence Committee for Compassionate Leave. See also Article G.4.3 for additional unpaid leave.

Note: See also G.22 Short Term Leaves.

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.6.8 do not apply in School District No. 45 (West Vancouver)]

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

Elected union officer release

9. Such leaves will be granted upon request.

10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

11. **Persons Serving as President of the Association**

For purposes of pension, experience and seniority, the President shall be deemed to be in the full employ of the Board.

a. The Board shall continue to pay the President, while on leave, and to make all deductions from the President's salary. The Board will bill the Association monthly and shall receive reimbursement for the Board's cost of salary, allowances, and benefits applicable on the percentage of leave granted.

b. The President will receive full teaching experience credit for the time they are on leave.

c. Sick leave will be earned by the President as provided for in Article G.25 of this Agreement (Sick Leave), and accumulated sick leave can be used by the President during the period of leave.

d. The President will receive the full benefits they would be entitled to, were they not on leave.

e. In the event of illness of the President and upon the request of the Association, provisions of Article G.6 shall also apply to the Vice-President while on leave to replace the President during the term of the illness. The Association will be liable for the cost of sick leave for the President to the extent that this leave has been accumulated within the term of office.

12. **Leave for Local and BCTF Business**

a. An employee covered by this Agreement who is not an elected union officer and who is a member of a committee or task force of either the BCTF, the CTF, or the Teacher Regulation Branch, shall be entitled to release time from teaching duties without loss of pay in order to carry out the duties involved.

b. Such release from duties shall be granted without loss of pay. Up to 5 days per school year shall be granted to any one employee subject only to the Board being reimbursed for the cost of the TTOC. Leave beyond 5 days in any school year for any one employee shall be granted subject to the Board being reimbursed for the cost of the TTOC and the approval of the Superintendent which shall not be unreasonably denied.

c. In the event that an employee covered by this Agreement is appointed on a term contract of employment to the administrative staff of the BCTF, leave of absence without pay shall be granted for the duration of those duties to a maximum of four (4) years. For the purposes of pension, experience, sick leave and seniority, the employee shall be deemed to be in the full employ of the Board. In such case the employee shall be entitled, on written notice prior to April 7, to return to employment with the Board effective the commencement of the upcoming school year.

d. Notwithstanding Article C.24 of this Agreement, the Association agrees that in order to implement Article G.6.12.c, term appointments, renewable each year to a maximum of four years, may be granted to replace the teacher on leave.

ARTICLE G.7: TTOCs CONDUCTING UNION BUSINESS

1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the Collective Agreement.

2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.

3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.

4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

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

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

ARTICLE G.9: TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:

    a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,

    b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).

2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

3. The vacated teaching position will be posted as a temporary position during this period.

4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).

5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:

a. Teacher Evaluation

b. Teacher Discipline

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

ARTICLE G.10: TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

a. Pregnancy Leave (Employment Standards Act [ESA])

b. Parental Leave (Employment Standards Act [ESA])

c. Extended Parental / Parenthood Leave (beyond entitlement under Employment Standards Act [ESA])

d. Adoption Leave (beyond entitlement under Employment Standards Act [ESA])

e. Compassionate Care Leave

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

ARTICLE G.11: CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.12: MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS

1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:

    a. One hundred percent (100%) of their current salary for the first week of the leave; and

    b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

Note: See also G.23 Maternity Leave for leave provisions.

ARTICLE G.21: LEAVE OF ABSENCE PROCEDURES

The following procedures apply when a teacher desires or is required to be absent from duty.

• Illness (brief periods) • Accident	Phone Teacher Teaching on Call Office, and on return to duty complete the "Absence Form for Teachers" and return it to the principal.
• Professional Development	Submit an application for professional development to the principal for approval. The approval of the principal shall not be unreasonably denied. The approved application shall then be forwarded to the Professional Development Committee. An application which does not receive approval shall be returned by the principal to the teacher along with written reasons why the application was denied. Upon receipt of approval of the Professional Development Committee, the teacher shall phone the Teacher Teaching on Call Office and complete the "Absence form for Teachers" upon return to duty.

• Bereavement • Attendance at Funeral • Jury or Witness Duty • University Convocation • Examinations • Citizenship Court • Marriage • Court Appearances • Public or Civic Duty • BCTF or Association Business • Detached Duty	Contact Principal, phone Teacher Teaching on Call Office and on return to duty complete the “Absentee Form for Teachers” and return it to the Principal.

• Compassionate reasons
  ○ Circumstances Beyond the Teachers Control
  ○ Emergency Leave for Family Illness
  ○ All Other Reasons
	Contact the principal, phone the Teacher Teaching on Call Office and on return to duty complete the "Absentee Form for Teachers". Follow with a letter to the Leave of Absence Committee, which will make the final decision. (All information in such letters will be treated in strictest confidence.

• Maternity • Paternity • Adoption • Illness Beyond the Limits of Accumulated Sick Leave	Apply in writing to the Leave of Absence Committee, with a copy to the principal, for permission to be absent, giving the reasons for the request.
• Study • Compassionate Care Leave	Apply in writing to the principal prior to June 10. Refer to Article G.2

<u>School Closures (Weather:)</u>

The Board will endeavour to keep schools open on every regular instructional day. Any decision to close schools shall be made by the Superintendent.

- Where weather conditions prevent a teacher from reporting to work as expected the teacher will inform the principal prior to the beginning of the school day.

- On return to duty teachers will complete the "Absentee Form for Teachers" and follow with a letter to the Leave of Absence Committee which may grant leave with pay, at the cost of a Teacher Teaching on Call or 1/200th of the teacher's annual salary for each day absent. The Committee's decision shall be final.

ARTICLE G.22: SHORT TERM LEAVES

1. Leave of Absence without a Salary Deduction

REASON FOR ABSENCE	LIMITATIONS
• Illness (within the limits of accumulated sick leave)	No deduction for the duration of the sick leave up to the maximum of 120 school days in any one school year. The Superintendent may require a medical certificate for periods of illness which exceed five days.
• Professional Development	Upon approval of the principal and the Professional Development Committee.
• Accident / Disability	Treated as illness unless the accident or disability is covered by Workers' Compensation, in which case the Board shall pay the teacher their full salary and the teacher will remit WCB payments to the Board as long as their accumulation of sick leave permits. Deductions from sick leave shall be that fraction of a day required to supplement WCB payments.
• Bereavement	Refer to Article G.4 Bereavement Leave.
• Funerals	One-half day or, on approval of the principal of the school, one full day if circumstances require.
• Study	On approval of the principal, the last 5 days in June are allowed for approved study providing the teacher has completed all necessary year-end duties required by the principal of the school.
• University Convocation	One-half day for a teacher to receive a university degree or to be present when a member of their immediate family receives a degree. One full day may be granted when the time of the convocation is such as to make attendance impractical otherwise.
• Examinations	One day for a teacher to undergo an examination in a subject related to their teaching qualifications. If the examination is in the evening, one-half day (the afternoon) shall be granted.
• Jury or Witness Duty	Granted to a teacher for such time as their presence is required by the court, if required for jury duty or subpoenaed as a witness. Jury or witness fees received must be paid to the Board.

• Adoption	A teacher may have two days off with pay at the time of the adoption of their child.
• Paternity	A teacher may have two days off with pay at the time of the birth of their child.
• Citizenship Court	A teacher who is becoming a Canadian citizen shall be granted such time to attend the Court, as the court requires.
• Marriage	A teacher may have one day off with pay on the occasion of their marriage, and up to two more consecutive days if the teacher pays the cost of a Teacher Teaching on Call.
• Emergency Leave for Family Illness	A teacher may have up to a maximum of three (3) days per year to care for a member of the immediate family who is ill when no other suitable arrangements are possible. In this case the absence shall be treated as personal illness.
• Compassionate Leave ○ Circumstances Beyond the Teachers Control ○ Emergency Leave for Family Illness	A teacher may be granted leave with pay or at the cost of a Teacher Teaching on Call. Application must be made to the Leave of Absence Committee whose decision shall be final.
• Compassionate Care Leave	Refer to Article G.2

2. Leave of Absence with a Salary Deduction

REASON FOR ABSENCE	LIMITATIONS
• Illness	A teacher shall receive their normal salary until their accumulated sick leave runs out. For absence beyond this point, the rate of deduction shall be 1/200th of the teacher's annual salary for each day absent.
• Community Service	Teachers serving on the Boards of community service, philanthropic and/or charitable organizations, such as United Way, may be granted leave with pay or at the cost of a Teacher Teaching on Call, upon application to the Leave of Absence Committee. The decision of the committee shall be final.
• Public or Civic Duty	When a teacher is nominated as a candidate and wishes to contest a municipal, provincial, or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted leave through the end of the school year in which the term in office expires. In order to implement this article, temporary appointments, renewable each year

	throughout the term of the leave, may be granted to replace the teacher on leave. Teachers elected or appointed to municipal or regional district offices or public Boards shall be granted leave of absence, at the cost of a Teacher Teaching on Call, to a maximum of fifteen days in any school year.
• Court Appearances	At the cost of a Teacher Teaching on Call, if a teacher is party to a court action.
• All Other Reasons	The normal rate of deduction shall be 1/200th of the teacher's annual salary for each day absent.

ARTICLE G.23: MATERNITY LEAVE

1. Short Term Maternity Leave

a. Upon request, a pregnant teacher shall be granted Short Term Maternity Leave as provided for in Part 6 of the Employment Standards Act (1996).

b. A teacher may commence maternity leave at any time during the pregnancy.

c. The teacher may return to work at any time during the maternity leave provided that written notice of their intention to return is given at least one month prior to the date of their return.

d. The teacher shall receive increment credit for the period during which the teacher is on maternity leave, to a maximum of eighteen (18) weeks, as provided for in the Employment Standards Act.

e. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1996) and under the maternity leave provisions in Articles G.23.1.b, G.23.1.c and G.23.1.d of this Agreement.

Note: See also G.12 Maternity/Pregnancy Leave Supplemental Employment Benefits for provisions on supplemental employment benefits.

2. Parental Leave

A parental leave (inclusive of adoption leave) shall be granted upon request:

a. as provided for in Part 6 of the Employment Standards Act, or

b. upon Board approval, for a stated period of time so that the return to duty may be aligned to coincide with commencement of the following school terms: Fall (September to December), Winter (January to March), or Spring (commencing at the end of the Spring Break). Such extension of Parental Leave shall be unpaid leave.

3. Extended Maternity Leave

a. Teachers granted leave under Article G.23.1 who choose not to return to work at the expiration of that leave may apply for extended maternity leave.

b. Leave shall be granted upon request for a maximum period of time equal to the balance of the school year plus one (1) additional school year.

c. Teachers may return from extended maternity leave on either July 1 or January 1 of each school year.

d. Teachers returning from extended maternity leave effective July 1 shall give written notice of their intention to return to duty no later than March 15 of the preceding school year. Teachers returning effective January 1 shall give written notice of their intention to return to duty no later than October 1 of the same school year

e. Early Return From Extended Maternity Leave:

i. In the case of the death of the child, or other special situation, a teacher may apply to the Leave of Absence Committee to return to duty earlier than provided in the agreed upon leave.

ii. The application shall be in writing, shall include a medical certificate where appropriate, and shall be made at least one month prior to the date the teacher wishes to return to duty.

iii. The decision of the Leave of Absence Committee shall be final.

4. Maternity Leave Benefits

When a teacher has been granted short term maternity leave pursuant to Article G.23.1 the Board will pay its share of all benefit premiums during the period of the leave, and, where necessary, will make arrangements for the teacher to continue their share of the premiums.

5. Adoption Leave

a. A teacher anticipating the adoption of a child may apply for, and shall be granted, leave of absence without pay.

b. A teacher who wishes leave of absence under this section shall write a letter to the Leave of Absence Committee as soon as they receive notice from the agency handling the adoption that they have been accepted for the adoption of the child. The teacher shall commence adoption leave upon the receipt of the child. Such leave shall be normally granted for the remainder of the school year in which the leave commenced.

c. A teacher who has been granted Adoption Leave shall inform the Board in writing no later than March 15 of the school year in which the leave commenced of their intention to return to duty the following September. If the leave commences after March 15, the teacher shall inform the Board of their intentions at the time the leave commences.

d. Up to 18 weeks increment credit will be given for the period during which the teacher is on Adoption Leave.

6. Extended Adoption Leave

a. A teacher who has been granted Adoption Leave may apply for an extension of that leave. The leave shall be granted as Extended Adoption Leave. Such leave shall be granted for a six month period (July 1 to December 31) or a ten month period (July 1 to June 30). The teacher shall request Extended Adoption Leave either before March 15 of the school year they have commenced Adoption Leave, or if Adoption Leave commences after March 15, at the time the leave commences.

b. Leave shall be granted upon request for a maximum period time equal to the balance of the school year plus an additional school year.

c. Teachers returning from Extended Adoption Leave effective July 1 shall give written notice of their intention to return to duty no later than March 15 of the preceding school year. Teachers returning effective January 1 shall give written notice of their intention to return to duty no later than October 1 of the same school year.

7. Assignment upon Return from Maternity Leave

a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.

b. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the district.

c. Articles G.23.7.a and G.23.7.b notwithstanding, a teacher may choose to apply for a transfer to another position pursuant to Article E.22.

ARTICLE G.24: LONG TERM LEAVES

1. Long Term Medical Leave

a. A teacher whose sick leave allotment pursuant to Article G.25 has expired and who is on the Salary Indemnity Plan: Long Term shall be granted Long Term Medical Leave. Such a teacher shall remain in the employ of the Board and shall be covered by the terms and conditions of this Agreement.

b. A teacher on Long Term Medical Leave who is in receipt of a certificate of a medical practitioner stating that the teacher is able to resume teaching duties may return to duty upon sixty (60) days written notice to the Board.

c. It is expected that teachers returning from Long Term Medical Leave effective July 1st shall give written notice of their intention to return to duty no later than March 15th of the preceding school year, and that teachers returning effective January 1st shall give written notice of their intention to return to duty no later than October 1st of the same school year.

2. Personal Leave of Absence

a. After each five years of service in the district, a teacher may apply to the Leave of Absence Committee for full time Personal Leave for whatever reason they wish and shall be without salary.

b. Full-time Personal Leave will be granted for a period of not more than one year and shall be without salary.

c. A full-time teacher who, prior to March 15, requests to teach part-time commencing the following school year, shall be granted the request to teach part-time provided the assignment is compatible with the organization of the Board. The decision of the Leave of Absence committee shall be final.

d. A teacher may request an extension of their part-time assignment for up to three consecutive years.

e. After three consecutive years on part-time assignment the teacher shall opt, by March 15, to accept a continuing part-time appointment or revert to a continuing full-time appointment. Up to three consecutive years of part-time leave of absence shall constitute one year's personal leave.

f. A teacher who accepts a part-time assignment at the request of the Superintendent, will not be considered to be using any personal leave.

3. Service Overseas with the Department of National Defense

a. Applications from teachers for D.N.D. must be made to the Leave of Absence Committee before October 1st of the year preceding the school year in which the D.N.D. leave is to be taken.

b. Teachers with five years of service in the school district are permitted to apply to the D.N.D. for overseas service and shall be granted leave of absence if selected.

c. A teacher on leave shall notify the Board by March 15 of the year following the granting of the leave of their intention to return to the district.

4. Educational Leave

a. On the recommendation of the Leave of Absence Committee, the Board shall grant teachers Educational Leave with no salary for a specified period of time. The date of the teacher's return to duty shall be clearly stated when the leave is granted.

b. Educational leave shall be granted with the aim of furthering excellence of instruction in the district.

c. Application for Educational Leave shall be made in writing to the Leave of Absence Committee. The application must include a description of the activity that the teacher proposes to pursue.

d. Prior to return to duty, a teacher shall present evidence to the Superintendent of Schools of having completed the activity for which leave was granted. Upon such evidence being presented, the teacher shall then be credited with an increment for each year on Educational Leave.

5. Assignment upon Return from Long Term Leave

When the Board grants a teacher leave, it shall, wherever possible, place the teacher on their return to the district in a position comparable to the one they left. A teacher returning from leave may apply for transfer to another position pursuant to Article E.22.

ARTICLE G.25: SICK LEAVE

1. Sick leave with pay is earned at the rate of one and one half (1 1/2) days for each month in the service of the Board.

2. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.

3. In each year, no fewer than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.

4. There is no maximum to the number of days of sick leave that may be accumulated.

5. A teacher may use a maximum of 120 accumulated sick days in any one school year.

6. The Board shall advise each teacher in writing at the end of January of their accumulated sick leave as of December 31 of the previous calendar year.

7. Sick leave accumulated by each teacher prior to June 30, 1988 shall continue to be credited to the teacher.

ARTICLE G.26: LEAVE OF ABSENCE COMMITTEE

1. The Leave of Absence Committee shall consist of the President of the Association and the Assistant Superintendent or their designate. The Leave of Absence Committee shall meet as required to carry out its duties as defined in this Agreement.

2. Where the Leave of Absence Committee is unable to reach consensus the Superintendent, upon receipt of a written report from the Committee, shall issue a decision with a written rationale to the Committee.

ARTICLE G.27: SELF FUNDED LEAVE PLAN

1. The Board shall endeavour to maintain a Self-Funded Leave Plan provided that no costs beyond administrative costs accrue to the Board.

2. Changes to the administration of the Self-Funded Leave Plan, other than those mandated by relevant legislation, shall be subject to mutual agreement between the Board and the Association.

SIGNATURES

Signed at _____, British Columbia, this ____day of _____, 2024

Carolyn Broady, Board Chair
School District No. 45 West Vancouver

Spencer Capier, President
West Vancouver Teachers' Association

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

Clint Johnston, President
British Columbia Teachers' Federation

PROVINCIAL APPENDICES

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:

    a. Those matters contained within Appendix 1 shall be designated as provincial matters.

    b. Those matters contained within Appendix 2 shall be designated as local matters.

2. Provincial parties' roles will be pursuant to PELRA.

3. Referral of impasse items to the provincial table will be pursuant to PELRA

4. Timing and conclusion of local matters negotiations:

    a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.

    b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.

    c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.

5. Local and provincial ratification processes:

a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).

b. Agreements on provincial matters shall be ratified by the provincial parties.

6. Effective date of local matters items:

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

Signed this 8th day of March, 2013

Appendix 1
PROVINCIAL MATTERS

Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

1. Determination of Salary
    1. *Placement on Scale*
    2. *Salary Review*
    3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
    4. *Classification of Salary for Letters of Permission*
    5. *New Positions, Reclassification*
    6. *Experience Recognition*

2. Salary Scale
    1. *Category Addition*
    2. *Category Elimination*

3. Payment of Salary
    1. *Increment Dates*
    2. *Withholding*
    3. *Error in Salary – Adjustments*
    4. *Part Month Payments and Deductions including Schedule*
    5. *Pay Periods including payment schedule*

4. Employees' Pay and Benefits including sick leave
    1. *Full time and continuing teachers*
    2. *Part Time and temporary or term teachers*
    3. *Teachers Teaching on Call*
    4. *Summer School and Night School Payment*
    5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

Revised with housekeeping 28th day of October, 2022

Appendix 2
LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

1. Purchase Plans for Equipment e.g. computer purchase
2. Payroll, Deductions to Teachers Investment Account, Investment of Payroll – Choice of Bank Account 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 28th 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 25th day of October 1995

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 11th 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.

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 7th 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 25th day of June, 2012

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 3.A AND 3.B

BETWEEN

BRITISH COLUMBIA TEACHERS' FEDERATION

AND
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

And

Re: Section 27.4 Education Services Collective Agreement Act

NOT APPLICABLE IN SCHOOL DISTRICT #45 (WEST VANCOUVER)

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 28th 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 28th 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

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

Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake
47 - Powell River *(only part of district approved)*	
Texada Elem	Texada Island
Kelly Creek Elem	
49 - Central Coast (Entire District)	
50 - Haida Gwaii/ (Entire District)	
51 - Boundary *(only part of district approved)*	
Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek
52 - Prince Rupert *(Entire District)*	
54 - Bulkley Valley *(entire district approved)*	
57 - Prince George *(only part of district approved)*	
Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount
59 - Peace River South (Entire District)	
60 - Peace River North (Entire District)	
64 - Gulf Islands *(only part of district approved)*	
Saturna Elementary	Saturna
69 - Qualicum *(only part of district approved)*	

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

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

- For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
   - A combined total of up to 20 years of seniority can be ported.
   - No more than 1 year of seniority can be credited for any single school year.

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

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

Signed this 26th day of March, 2020

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 26th day of March, 2020

Revised with housekeeping 28th 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 28th 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][1] / 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 26th day of November, 2012

Revised with housekeeping 28th day of October, 2022

1 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

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

Medical Services and Supplies continued	
Hearing aids	$3,500 per 48 months
Orthopedic shoes	$500 per year
Orthotics	$500 per year
Vision Care	
Maximum	$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	$900 per year
Chiropractor	$900 per year; 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 ElementarySchools

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

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

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

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

Signed this 11th day of April, 2013.

Renewed with housekeeping 28th 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 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th 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 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)

12. This agreement takes effect on the signatory date 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 22nd day of April, 2015

Revised with housekeeping 28th day of October, 2022

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

Re: August 31st transfers for TTOC experience accrued up to and including June 30th

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

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

_____ _____

Teacher Signature Date signed

_____ _____

District Receipt Confirmed Date of Receipt

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

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

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

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

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

_____ _____

Teacher Signature Date Signed

_____ _____

District Receipt Confirmed Date of Receipt

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

   (V) = (180 minutes) x (P) x (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 26th day of March 2020.

Revised with housekeeping 28th 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 28th 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 26th 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 28th 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 28th 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:

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 28th day of October, 2022

LOCAL APPENDICES

LETTER OF UNDERSTANDING NO. 1
Between
THE BOARD OF EDUCATION
And
THE WEST VANCOUVER TEACHERS' ASSOCIATION

Re: Early Dismissals at Elementary Schools

The Board agrees to support past practice with respect to early dismissal for the purpose of reporting to parents and will endeavour to create a consistent elementary and secondary pattern within the district which reflects the greater of these patterns.

Notwithstanding the above, it is acknowledged that elementary schools may have early dismissal twice in the school year in order to report to parents.

Notwithstanding the above, for the 1993-1994 school year a Primary 1 teacher enrolling A.M. and P.M. classes may apply to their Administrative Officer for release time in order to report to parents.

Members of the Association will endeavour to attend and/or participate in school functions that traditionally have occurred outside of regular school hours.

The principal in consultation with the staff committee of each school shall determine these functions and produce a list and schedule in September of each school year. This list may be amended during the school year by the principal in consultation with the staff committee to deal with unexpected circumstances.

The Board agrees that during the lifetime of this Agreement there is no intent to change the instructional day as it is currently configured and that teachers enrolling early classes (7:30 a.m.) do so on a voluntary basis.

Signed on behalf of the Board of Education of School District #45 (West Vancouver):	Signed on behalf of the West Vancouver Teachers' Association:
P. Bradshaw, Chairperson	W. Rowley, President
L. Archer, Secretary Treasurer	R. D. MacQueen, Chairperson

DATED THIS 24th DAY OF FEBRUARY 1993.

LETTER OF UNDERSTANDING NO. 2
Between
THE BOARD OF SCHOOL EDUCATION
And
THE WEST VANCOUVER TEACHERS' ASSOCIATION

Re: Staff Meetings

For the duration of the Collective Agreement commencing July 1, 2022, the following language will replace Article D.27:

1. Two types of staff meetings shall be held in schools:

    a. regularly scheduled staff meetings; and

    b. meetings called by the principal to deal with unexpected circumstances.

2. Staff meetings shall be open to all employees of the Board assigned to the school on a full or part time basis.

3. Teachers shall be required to attend regularly scheduled staff meetings and shall endeavor to attend meetings called to deal with unexpected circumstances.

4. There shall be a maximum of ten (10) regularly scheduled staff meetings per school year.

5. The schedule of regularly scheduled staff meetings shall be determined by the principal in consultation with a committee to be chosen by the staff, and shall be distributed to teachers in September.

6. The principal and a person named by the committee of the staff described in this Article, shall be responsible for setting and publishing the agenda for each regularly scheduled staff meeting at least 24 hours prior to the meeting.

7. Additional items may be added to the agenda at the meeting.

8. Written minutes shall be kept and circulated to all staff members within 7 working days of the staff meeting.

9.

    a. unless otherwise approved by the staff through a majority vote, regularly scheduled staff meetings shall not take place before school. The principal shall endeavor to commence the staff meeting 15 minutes after the end of the instructional day. The duration of the staff meetings shall not be longer than 90 minutes or extend past 5:00 pm.

b. Meetings shall not be scheduled on weekends, statutory holidays or other days when school is not in session.

10. Part-time employees are required to attend staff meetings on days when their assignments are contiguous with such meetings and up to two staff meetings annually pertaining to school organization.

11. Itinerant teachers shall be required to attend one staff meeting per month and shall endeavor to ensure that they attend a meeting in each of the schools they are assigned during the course of the year.

12. The principal and the committee of the staff described in this Article shall discuss at the beginning of the school year how staff meetings shall be chaired for that school year.

This letter of understanding will expire at the end of the Collective Agreement term commencing July 1, 2022.

Signed on behalf of the Board of Education of School District #45 (West Vancouver):	Signed on behalf of the West Vancouver Teachers' Association:
_____	_____

LETTER OF UNDERSTANDING NO. 3
Between
THE BOARD OF SCHOOL EDUCATION
And
THE WEST VANCOUVER TEACHERS' ASSOCIATION

Re: Head Teachers' Job Description

The role of Head Teacher is designed to provide support and assistance to the principal in the areas of curriculum and administration. The Head Teacher shall assume those responsibilities assigned by the principal and act on the principal's behalf in their absence.

1. The Head Teacher is a facilitator responsible for helping to maintain a positive school climate by:

    (a) listening to staff concerns

    (b) being conscious of school morale

    (c) assisting with supervision, well—being and discipline of students

    (d) working with the principal to resolve issues related to any or all of the above

    (e) working with the community including attending parent committee meetings.

2. The Head Teacher assists the principal in:

    (a) the direction and implementation of the educational programmes within the school

    (b) the development and implementation of school policies.

3. Teacher supervision and evaluation is not the responsibility of the Head Teacher.

4. The Head Teacher does not have access to teachers' personnel files.

5. The Head Teacher meets with the principal on a regular basis to plan, to confer and to set goals to ensure continuity and the effective operation of the entire staff team.

The Head Teacher is under the supervision of the principal. The description of the role of Head Teacher is flexible and would be expected to change in order to meet the needs of a particular school and its community.

LETTER OF UNDERSTANDING No. 4

BETWEEN

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)
AND
SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)
AND
BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)
AND

WVTA TEACHERS' ASSOCIATION

SUBJECT: Teacher Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District #45 (West Vancouver).

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

   a) Be on a continuing appointment, or a limited duration contract from September to June of a complete school year.
   b) Notify the Board through its Payroll Department, in writing using the prescribed form, no later than 4:30 p.m. on the Friday following the first day of school in September.
   c) Notify the Board through its Payroll Department, in writing, by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.

2. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:

   a) For September to June:

      (i) Monthly Payroll Savings Plan contributions, calculated as 5%, 10%, 15% or 20% of monthly net pay (as requested by the teacher) will be deducted in equal amounts from the mid-month advance and month- end pay.
      (ii) Mid-month advance and month-end pay is as determined in accordance with the Collective Agreement, less the Payroll Savings Plan contribution described in 2(a)(i) above.
      (iii) The Payroll Savings Plan contribution will be deposited into a separate account for each teacher participating in the plan in accordance with the terms and conditions of the Royal Bank of Canada's Trusteed Deposit Services Agreement.

   b) For July and August

      i) The amount held in each teacher's account with the Royal Bank of Canada's Trusteed Deposit Services, including all interest earned to June 30, will be paid by the Board in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will

occur on July 15th and 31st, and August 15th and 31st. If any of these four dates are non- banking days, the payment will be made on the last banking day preceding these dates.

ii) The interest earned in July and August will be retained by the Board for start-up and maintenance costs.

3. All payments will be made to the same bank accounts as the regular month-end payment of salary.

4. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the District, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c). The Board will notify Plan participants no later than May 31st each year of the June 30th deadline for withdrawal from this plan.

The Board will make new teachers aware of the Payroll Savings Plan option when they sign their contract at the School Board Office on the date of their hire. All current teachers will be made aware of the Payroll Savings Plan option by May 31st of each year for the subsequent year.

This letter shall be in effect from July 1, 2013 to June 30, 2019 at which time it will expire unless renewed by mutual agreement of all parties concerned.

For WVTA Association

For School District No. 45 (West Vancouver)

LETTER OF UNDERSTANDING NO. 5
Between
THE BOARD OF SCHOOL EDUCATION
And
THE WEST VANCOUVER TEACHERS' ASSOCIATION

Re: Equity Diversity and Inclusion

The West Vancouver Board of Education and the West Vancouver Teachers' Association recognize and embrace the principles of equity, diversity and inclusivity as foundational to a respectful and successful organization. The Parties commit to using existing communication channels to extend our understanding of these principles and incorporate them into all that we do.

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