WORKING DOCUMENT

- BETWEEN -

BOARD OF EDUCATION OF

SCHOOL DISTRICT 79 (COWICHAN VALLEY)/

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AND

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Effective July 1, 2019 to June 30, 2022

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

ARTICLE B.3:

PREAMBLE

1. During the term of this agreement the parties recognize the duty of the Board and the Local to cooperate fully to provide the highest quality of education service possible.

2. It is the desire of the parties to foster employee morale and to maintain and improve harmonious relations between the Board and the Local through collective bargaining and the Collective Agreement.

DEFINITIONS

Definitions provided in the School Act, School Act Regulations and the Labour Relations Code shall apply in this agreement except when specifically stated otherwise.

Absence without pay : absence with loss of salary but no loss of benefits.

Appointment - continuing : shall mean an appointment to the staff of the District which shall continue until terminated by resignation or dismissal in accordance with the provisions of this collective agreement.

Appointment - temporary : shall mean an appointment to the staff of the District for a specific duration or specific purpose.

Assignment - comparable, similar, appropriate : for the purposes of this contract these terms are used to describe teaching positions and are deemed to mean the same.

Comparable assignments , when applied in returning from leaves shall mean:

Primary to Primary

Intermediate to Intermediate

(Grades 4 ±7) (Grades 4 ±7)

Secondary to Secondary

(Grades 8 - 12) (Grades 8 - 12)

In secondary programs comparable assignments shall include consideration of subject areas, according to most recent experience and training.

Classroom : for the purposes of Article E.15.4.b "classroom" shall mean those areas where instruction, curricular related services or services consistent with the teacher's assignment are normally provided to students by the teacher.

Instructional contact time : shall mean that time when a classroom teacher is by assignment in contact with a student or students and offering instruction in courses approved in the Provincial Curriculum or approved Locally Developed Courses or a non classroom teacher is by assignment in contact with and offering other curricular related services to students. This time is inclusive of homeroom periods, but exclusive of recesses and/or class/period changes (cumulatively not exceeding 15 minutes per day) and all other duties of teachers as defined in the School Act and Regulations (S.A. 17(1) and 17 (2) and Reg. 4). (N.B. In the event that the schedule of operation of Cowichan Secondary School is changed so that there are five (5) or more periods per day then the maximum period change allowance will be reviewed.)

Salary : salary as prescribed in the grid plus allowances.

Salary daily rate or daily reduction rate : 1/200 of annual salary.

School staff : the teaching staff of a school, inclusive of all persons who are members of the bargaining unit.

Split class - elementary : any class which contains students from more than one grade who are receiving instruction in more than one course.

Superintendent : the Superintendent of Schools or designate.

Teacher : teachers, speech/language pathologists, certificated teachers teaching on call, who are members of the Local. ³ 7H D F K H U´ V K D O O L Q F O X G H 2 F F X S D W L R Q D O where the article is specifically identified as not applicable.

Teacher-in-Charge : a teacher who is named to be in charge of a school or complex during the absence of the Administrative Officer.

ARTICLE A.2: RECOGNITION OF THE UNION

A.2.1 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.

A.2.2 Pursuant to PELRA, the employer in each district recognizes the local [Cowichan Valley 7HDFKHUV¶)HGHUDWLRQ@ LQ WKDW GLVWULFW DV WKH WHD 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.

A.2.3 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

A.3.1 All employees covered by this Collective Agreement shall, as a condition of employment, EHFRPH DQG UHPDLQ PHPEHUV RI WKH %ULWLVK &ROXPELD local(s) in the district(s) in which they are employed, subject to Article A.3.2.

A.3.2 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 subseque

the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties. [In S.D. No. 79, this shall not be later than September 15 of any school year or within fifteen (15) days of commencement of duties.]

A.4.3 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

A.6.5 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.

A.6.6 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 wr L W L Q J D Q G V K R X O G Q R W H W K D W P D W W H U V J U L H Y D Q F H ´ 7 K H S D U W L H V V K D O O D J U H H X S F working days of such notice.

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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

A.8.2 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.

A.8.3 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.

A.8.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

[See Article G.6]

ARTICLE A. 9: LEGISLATIVE CHANGE

A.9.1 In this article, ³OHJLVODWLRQ´ PHDQV DQ\ QHZ RU DPHQGHG VWDW
Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

A.9.2 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.

A.9.3 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).

A.9.4 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 7($&+(56¶ $&7

A.10.1 Upon written request to the Superintendent or designate from the Ministry of Education,

ARTICLE A.16: USE OF SCHOOL PROPERTY AND FACILITIES

A.16.1 Facilities & Equipment

Representatives of the Local, and/or members of the B.C. Teachers' Federation as authorized by the Local, shall have the right to transact Local business on school property outside instructional hours, and to use District facilities and equipment. It is agreed that such use is subject to confirmation of the District or school official responsible for such bookings. Such meetings shall not interfere with normal staff responsibilities.

A.16.2 Bulletin Boards

The Local

B.3.2 a.

B.5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

B.5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.

B.5.4 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.

B.5.5 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.

B.5.6 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 arrange(e)13( )-4(uf 1 0 0 1 108.02 709.8 Tm)3( )-4(c

B.12.4 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

B.23.9 Definition of one month:

All full teaching days in a continuing contract month including: at least fifty per-cent (50%) of the teaching days in the month of appointment; at least fifty per-cent (50%) of the teaching days in the month of resignation.

B.23.10 Appeals

Teachers who consider that credit for years of experience has not been granted in accordance with the Agreement must apply for adjustment within eight weeks after employment. Any appeals for adjustment after these dates shall be effective at the start of the month following the application if approved.

B.23.11 Increments

The zero-date will be the first day of continuing full-time, temporary full-time, continuing part-time, or temporary part-time teaching in any government supported, inspected and supervised school recognized for experience purposes under Article B.23.1 to B.23.8.

a. A Teacher Teaching on Call (TTOC) shall earn an increment for every 190 days service to the District.

A call out for a full day shall constitute a full day's service to the District.

A call out for a h 11.04ej /P ())7( )] TJ ET Q q 0.00000912 0 612 792 re W* n BT /F3 11.04 T

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.

C.2.4 An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

C.2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.

Local Provisions:

C.2.7 Principle of Seniority

The Board and the Local agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of employment.

C.2.8 Determination of Seniority

In this agreement seniority applies to employees with a continuing appointment, and P H D Q V D Q H P S O R \ H H ¶ V

-compassionate care leave pursuant to G.2

Leaves of absence of one month or less shall count towards continuous and/or aggregate length of service with the Board, regardless of the number of such leaves taken.

C.2.16 All other extended leaves of absence including those pursuant to the terms of the Deferred Salary Leave Plan shall not count toward continuous and/or aggregate length of service with the Board, but shall be deemed not to have broken continuity of service.

C.2.17 Employees with a continuing appointment whose names are placed on a recall list shall maintain continuity of service for seniority purposes while their names remain on the recall list.

C.2.18 Seniority List

The Board shall, by October 15 in each year, forward to the Local a list of all employees employed by the Board as of that date and those employees on the re-engagement list as outlined in Article C.5, in order of seniority calculated under this Article establishing the length of seniority and identifying the application of tie-breakers as of July 1 of that year.

C.2.19 The Local shall, by November 15 of the same year, return to the Board a copy of the list signed as approved by the President of the Local.

ARTICLE C.3: EVALUATION

C.3.1 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

C.4.1 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.

C.4.2 Increment Date for Salary Grid Placement

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

[Note: This Article C.4 TTOC Employment is effective as of September 19, 2014, also see LOU 11]

Local Articles:

ARTICLE C.5: LAY-OFF AND RECALL

C.5.1 General

Where the Board considers that it is necessary to reduce the total number of teachers employed by the Board on a continuing appointment, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Board's authority regarding suspension, dismissal or lay-off of continuing teachers pursuant to other provisions in this agreement.

ARTICLE C.12: TEMPORARY APPOINTMENTS

C.12.1 Temporary appointments may be made to fill temporary positions or continuing positions temporarily vacant.

C.12.2 All temporary appointments shall expire not later than the June 30 following the date of the commencement of the appointment.

C.12.3 Conversion:

Except as provided in Article C.12.4, teachers who have completed two (2) temporary contracts totalling at least ten (10) months within the past thirty (30) months shall, if engaged again, receive a continuing appointment.

C.12.4 Retroactive Contracts.

Retroactive appointments provided under Article B.37.6 after twenty (20) days of teacher teaching on call service shall not be counted unless the appointment is renewed.

C.12.5 Teachers given temporary appointments shall be entitled to enroll in any of the welfare benefit plans provided in this contract to which their appointment gives eligibility.

ARTICLE C.14: PART-TIME TEACHERS' EMPLOYMENT RIGHTS

C.14.1 A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time, and the length of time for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request.

C.14.2 When the request under Article C.14.1 above is granted by the Board the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date, provided reasonable notice has been given, or may make an additional request pursuant to Article C.14.1.

C.14.3 A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.

C.14.4 Part-time contract teachers shall be paid that portion of their regular scale placement that relates to their part-time teaching appointment.

C.14.5 Such part

b. A teacher may, within thirty (30) days of receipt of a written report, submit a written response to it which shall be attached to and filed as part of the report.

C.15.4 If the second report indicates satisfactory performance, the next report will be written in conformance with Article E.15.1.

C.15.5 If the second report indicates less than satisfactory performance, then the third report shall be written independently by a third evaluator, not a vice-principal. If the second evaluator so recommends, further remedial action will be offered to the teacher.

C.15.6 If the third report indicates satisfactory performance, the next report will be written in conformance with Article E.15.1.

C.15.7 The reports shall be written independently of each other and shall be based solely on the evaluator's own observations. The evaluators shall not collaborate, except as provided in the School Act s.20 (3), with respect to determining the results of the evaluation.

C.15.8 A teacher may be dismissed for cause when the teacher has received three (3) consecutive reports indicating less than satisfactory performance, and in this case the provisions of Article C.16.5 shall apply.

C.15.9 It is the intent of both parties to this Agreement that no evaluation or any other action taken in accordance with this Article shall be nullified merely because of an error both parties acknowledge as technical.

ARTICLE C.16: DISCIPLINARY ACTION FOR CAUSE, MISCONDUCT

C.16.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for reasonable cause.

C.16.2 Prior to the imposition of any disciplinary action, under Article C.16.1 above, the teacher and the

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 &ODVV 6L]H &RPSRVLWLRQ 5DWLRV DQG $QFLOODU\ /DQJXDJH paragraphs 6 ±9.

Grade	Class Size Limits	Source of Class Size
Kindergarten	Shall not exceed 20 students.	960

ARTICLE D.2: CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

D.2.1. Recognition

The Board and the Association agree that the provision of a positive educational experience is desirable for all students, including students with special needs, and that conditions should exist which will support that experience.

D.2.2. Definition

Students with special education needs are those identified by District Special Services as eligible to be included in one or more of the following Ministry of Education categories:

a. Low Incidence/High Cost
   i. Dependent handicapped
   ii. Moderately mentally handicapped
   iii. Severely handicapped
   iv. Physically handicapped
   v. Visually impaired
   vi. Hearing impaired
   vii. Autistic

b. High Incidence/Low Cost
   i. Severe learning disabled
   ii. Mildly mentally handicapped
   iii. Severe behaviour
   iv. Rehabilitation

D.2.3. School Based Team

The School Based Team represents the broad range of professionals available within the school and the District to serve the needs of special needs students. It consists of the principal or vice-principal from the school, the teacher who has made the referral, the teacher(s) who will be teaching the child, the teacher responsible for the student's educational program, a learning assistance teacher and/or counselor from the school and District staff where appropriate. The School Based Team may be augmented by the child, the child's parents or guardians, and representatives from community agencies.

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.

D.5.5 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.

D.5.6 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

D.6.4 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,2022

D.17.10 Occupational Therapists:

The duties of an Occupational Therapist cannot always be accomplished during the hours set out in this article and such employees may be required to carry out their duties outside of regular school hours where it proves necessary to do so.

ARTICLE D.18: EXTRA-CURRICULAR ACTIVITIES

D.18.1 Extra-curricular activities and programs are defined as being those aspects of a pupil's school life provided by teachers which are beyond the activities relating to provincially and locally established curricula and which occur outside of instructional time.

D.18.2 While the Board and the Local agree that extra-curricular activities are an important part of school programs for pupils, and encourage extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.

D.18.3 Requirements that teachers perform extra-curricular activities shall not form part of a job description posting or hiring of a teacher.

D.18.4 Administrative Officers may make general requests to staffs or staff committees for voluntary participation in areas of extra-curricular activities where assistance is desired.

D.18.5 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.19: STAFF MEETINGS
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D.19.1 Regular Staff Meetings

a. All teachers having an FTE of 0.4 or more, unless excused by the Principal, Vice Principal, or designate, shall attend all regular of

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b. accident investigation summaries

c. educational programs promoting health and safety of workers and monitor their effectiveness

d. reports of routine inspections conducted by WorkSafe BC

e. trends in health and safety claims and incident reports

f. policies and practices around staff safety as it relates to violence in the workplace

D.25.3 A teacher shall not be required to carry out any work where they have reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

A teacher who refuses to carry out such work must immediately report the circumstances of the unsafe condition to their principal or supervisor, who must follow WorkSafe regulations in resolving the situation.

[Note: the Right to Refuse Unsafe Work process is outlined in Occupational Health and Safety regulation Section 3.12 as of June 2011]

ARTICLE D.26: STUDENT MEDICATION PROCEDURES

D.26.1 Student medication procedures in District schools shall be as follows.

a. Teachers shall have a duty to render assistance in an emergency.

b. Teachers shall not be called on to administer medication on a regular basis.

c. The Board shall prepare policy and regulations under which each school will establish procedures for administering medication after consultation with parents and the appropriate medical officer or practitioner concerned.

d. If isolation or other exceptional circumstances prevent Article D.26.1.b from being applicable and teachers are requested to administer medication, the following conditions shall apply.

i. Only teachers who volunteer shall provide the service.

ii. The Board will provide liability insurance coverage to volunteer teachers carrying out their duties under the provisions of this Article.

iii. The cost of any training received by teachers under this Article shall be borne by the Board.

D.28.4 If a beginning teacher starts their career with an appointment of less than five (5) months any unused days will be carried over to the next appointment.

D.28.5 These days will normally be used during the first half of the teacher's appointment.

D.28.6 Secondary

The number of courses to be prepared by a beginning secondary teacher shall, whenever possible, be limited to a maximum of three courses. Exceptions to this may be made in order to keep the teacher's assignment entirely within their area of specialty.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1: NON-SEXIST ENVIRONMENT

E.1.1 A non-sexist environment is defined as that in which there is no discrimination against employees by portraying them in gender stereotyped roles or by omitting their contributions.

E.1.2

iii.

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

Local Articles:

ARTICLE E.11: OFFER OF APPOINTMENT

When an applicant receives an offer of appointment to the District the following shall apply.

E.11.1 The offer shall contain general information as to initial assignment.

E.11.2 Any verbal offer shall be confirmed in writing or by electronic transmission.

E.11.3 The applicant shall, within forty-eight (48) hours of receipt of the offer by the Board acknowledge acceptance either in writing or by electronic transmission.

E.11.4 Any offer made and not accepted within forty-eight (48) hours shall be deemed to be withdrawn.

ARTICLE E.12: VACANCIES

E.12.1 "Vacancy" shall mean an existing or newly created teaching assignment or position to which a teacher has not been assigned, and for which the Board has determined there is a need, and for which there were no appropriate transfer applications as defined by Article E.14. In this context, teaching assignment describes the specific work undertaken by a teacher within their position at their school or site.

E.12.2 Vacancies shall normally be declared after the transfer process has been completed; however, vacancies requiring specialist qualifications and which the Board determines should be open to wider competition may be declared at any time.

E.12.3 Before any position is advertised outside the District, notice of the vacancy will be posted in all schools and on the school district website, for a period of not less than five (5) calendar days, but all applications will be considered at the same time. A copy of the posting shall be provided to the Local.

E.12.4 During July and August, vacancies shall be posted on the school district website. Copies of the postings shall be provided to the Local.

E.12.5 Vacancies occurring after the transfer process and throughout the balance of the school year shall be filled on a term assignment for the balance of that school year.

E.12.6 Posting and Filling Vacant Positions

a. Vacancies for positions that exist after the implementation of all teacher transfers in accordance with Article E.14 herein shall be listed in a Superintendent's Notice, provided to the Local by email and posted on the school district website.

ARTICLE E.15:

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ARTICLE E.17: SCHOOL ACT APPEALS

E.17.1 Where a pupil and or parent/guardian files a Notice of Appeal under the School Act (Section 11) and the School Board By-Law of a decision of an employee covered by this agreement the employee and the Local shall immediately be notified of the appeal and the grounds upon which it is based.

E.17.2 Once the appeal process progresses beyond Step 3 the employee shall have the opportunity to be present and provide information as may be appropriate for the investigation and resolution of the appeal, and shall have the right to be heard and ask questions at any hearing held under the provisions of Step 8 of the by-law procedures. The employee shall have the right to have representation at any interview or hearing at which they are present.

E.17.3 When the appeal is concluded the employee shall be informed of the disposition of the appeal and the reasons therefor.

E.17.4 If disciplinary action is contemplated at any stage of the appeal process the provisions of Article C.16 shall apply as well as any other rights of teachers provided by this agreement

ARTICLE E.18: NO DISCRIMINATION

E.18.1 The Local and the Board recognize the right of all teachers to work in an environment free from discrimination.

E.18.2 There will be no discrimination against any teacher who is an applicant to a position

c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, the teacher shall be entitled to assistance from the Board as provided in this Article.

E.19.2 The teacher and the teacher's family shall be entitled, upon the recommendation of an Employee and Family Assistance Plan Counsellor or a recognized medical practitioner and approval by the Board, to all reasonable specialist counselling and/or medical assistance, not covered by any benefit plan in which the employee is enrolled, to deal with negative effects of the allegations.

E.19.3 The teacher shall be assisted to the fullest possible extent by the Board in assuring successful return to teaching duties including, a paid leave of absence of up to ten (10) teaching days if requested, first priority for transfer to any vacant position requested by the teacher and, when requested by the teacher, the provision of factual information to parents.

SECTION G LEAVES OF ABSENCE

PROCEDURES GOVERNING LEAVES

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

In accordance with the BC Employment Standards Act (the ³ $ F W the Employer will grant the following leaves:

a. Section 52 Family Responsibility Leave
b. Section 52.11 Critical Illness or Injury Leave
c. Section 52.5 Leave Respecting Domestic or Sexual Violence

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

ARTICLE G.4: BEREAVEMENT LEAVE

[This Article contains various paid and unpaid leave provisions. Please read the article in its

G.4.4

G.21.2 Any days during which the teacher has been absent with full pay for reasons of illness, accident or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.

G.21.3 Teachers shall be credited with all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.

G.21.4 Thereafter sick leave is earned at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.

G.21.5 For the purposes of this Article "month taught" shall mean a month in which a teacher has taught.

G.21.6 Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year.

G.21.7 Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.

G.21.8 Teachers commencing, or returning to, employment with the Board during the year shall have advanced to them the sick leave benefits which would accrue to them for the remainder of the school year.

G.21.9 The number of unused sick leave days shall be indicated on each teacher's monthly statement of earnings and deductions. Such statement shall reflect unused leave as of the first day of the pay period.

G.21.10 There is no maximum to the number of days of sick leave that may be accumulated.

G.21.11 Should a teacher suffer an injury which results in compensation being paid by the Workers' Compensation Board, or another agency, and the teacher has accumulated sick leave credit, the teacher shall turn over, or cause to be turned over, to the Board all remuneration paid by the Workers' Compensation Board or other agency for loss of wages. The Board will pay the teacher so affected regular pay, thus ensuring continuation of all benefits. The difference between the teacher's pay and the compensation payment received by the Board shall be deducted from the teacher's accumulated sick leave credit.

G.21.12 The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred and twenty (120) days.

G.21.13 Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.

G.21.14 A teacher returning from extended sick leave (twenty (20) days or more) shall give the Board a minimum notice of one (1) working day of the date he/she will be able to return to work for each month of absence up to a maximum of fourteen (14) days.

Nothing in the foregoing precludes a teacher returning to work at an earlier date by agreement with the Superintendent.

a. Increment credit for salary purposes shall be given. Maternity Leave shall be counted for purposes of seniority as teaching service with the Board for the period during which the teacher is on maternity leave.

b. The Board shall not dismiss an employee or give notice of dismissal of an employee because of absence authorized by this article or for any reason arising out of that absence until and unless the employee has been absent for a period exceeding seventeen (17) weeks.

c. The onus of proving that the reason for the dismissal of an employee or for the giving of notice of dismissal of an employee is not their absence as authorized by this Article or any reason arising out of that absence is on the Board.

d. Regardless of the date of commencement of the leave of absence taken under Article G.30.1 the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

e. A request for a shorter period under Article G.30.1.d must be given in writing to the Board at least one week before the date that the employee indicates

for the

d. Any payment of benefits shall be restricted to the period of the regular work year of the teacher.

e. Teachers who take parental leave must exhaust all Employment Insurance Parental Benefits before claiming any sick leave benefits.

G.31.5 Benefits

When a teacher has been granted parental leave under Article G.31.1 the Board will pay its share of all benefit premiums during the period of the leave if the teacher so requests and makes payment of their share of the premiums.

G.31.6

Signed this 8th day of March, 2013

Original signed by:

3-LP ,NHU´	35HQ]R 'HO 1HJUR´
For BCTF	For BCPSEA

13. Payment for Work(n .67)4eyoulartWork(n .Y:)5ealr

Section C ± Employment Rights

1. Layoff-Recall, Re-Engagement
2. Part-7 L P H 7 H D F K H U V ¶ g(hS O R \ P H Q W 5 L
    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. Lod> BDC q 0.000004(t)-4(i)-4(on)11(s)] TJ ET Q q 0.00000912 0 612 792 re W* n BT /F5 1612 79

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

Professional Development

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

Professional Development:

Language concerning the date that funds for professional development are to be made available LQ D GLVWULFW UHIHUHQFH WR D ³IXQG´ IRU SURIHVVLRQDO GH entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:
³5 :RUOH\´

For BCPSEA:
³. +DOOLGD\´

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

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

5H 2FWREHU /HWWHU RI 8QGHUVWDQGLQJ ³8QSD

1. 7KH SDUWLHV DJUHH WKDW ³XQSDLG OHDYH´ IRU WKH SXUSRVHV RI between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.

2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7th of October, 1997.

%ULWLVK &ROXPELD 7HDFKHUV
³5 :RUOH\´

British Columbia Public School Emp O R \ H U V Association
³. +DOOLGD\´

LETTER OF UNDERSTANDING No. 2

BETWEEN:

%5,7,6+ &2/80%,$ 38%/,& 6&+22/ (03/2<(56¶ $6622&,$7,21

AND

%5,7,6+ &2/80%,$ 7($&+(56¶)('(5$7,21

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.

1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.

1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be SODFHG TTOCWKHGXOH´DW WKH GDLO\ UDWH WKH\ ZRXOG KDYH UHFHLYHG XQGHU WKH Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.2 Term/Temporary Employees

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

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

1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC EH SODFHG TTOCRQ WKHG XOH´DW WKH GDLO\ UDWH have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3 TTOCs

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

1.3.2 $ TTOC 6FKHGXOH´VKDOO EH DSSHQGHG WR WKH FROOHFWLYH eligible TTOC and their daily rate at June 30, 2002.

Sample TTOC Schedule:

Name	Daily Rate Effective June 30, 2002

2.0 SICK LEAVE CREDITS

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

3.0 SENIORITY LISTS - DISTRICT-WIDE

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wi

7.1 Deferred Salary Plan

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

7.2 12 Month Payroll Savings PIan/ l2 -Month Pay Plan

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

9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.

9.3.3

6/18/20024:10 PM

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

%5,7,6+ &2/80%,$ 38%/,& 6&+22/ (03/2<(56¶ $662&,$7,21

AND

%5,7,6+ &2/80%,$ 7($&+(56¶)('(5$7,21

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2013 SXUVXDQW WR WKH ³5D 3D\ 0DLQWHQDQFH´ SURYLVLRQV RI WKH /HWWHU RI 8QGHUVWDQG
Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Signed this 10th day of April, 2013

Original signed by:

Jacquie GriffithsFor BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

28 - Quesnel (only part of district approved)	
Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley

LETTER OF UNDERSTANDING No. 6

BETWEEN

%5,7,6+ &2/80%,$ 38%/,& 6&+22/ (03/2<(56¶ $662&,$7,21

AND

BRITISH COLUMBIA 7($&+(56¶)('(5$7,21

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

This agreement was necessitated by the fact that some districts have

- 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 year186

x

LETTER OF UNDERSTANDING No. 8

BETWEEN
%5,7,6+ &2/80%,$ 38%/,& 6&+22/ (03/2<(56¶ $6662&,$7,21
AND
BRITISH COLUMBIA 7($&+(56¶)('(5$7,21

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 school3(T /F1 12 Tf 1 0 0 1 2e)5(g)-8(h)13(t)-4(s)-4(i)5(n)13(

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

$ 7HDFKHU KDV \HDUV RI VHQLRULW\ LQ GLVWULFW ³$´ KDV EH
KROGLQJ UHFDOO ULJKWV LQ GLVWULFW ³$´ WKH WHDFKHU VHF
2QFH SRUWHG WKLV WHDFKHU ZRXOG KDYH \HDUV VHQLRULW\
GLVWULFW ³$´ IRU UHFDOO SXUSRVHV RQO\ DQG \HDUV RI VHQLRULW\ LQ GLVWULFW ³$´
SXUSRVHV 7KLV WHDFKHU DIWHU ZRUNLQJ \HDU LQ GLVWULFW
DSSRLQWPHQW LQ GLVWULFW ³$´ 2QO\ \HDUV RI VHQLRULW\ Z
for record keeping purposes the teacher's seniority record from 4 years down to 1 year.

Example 2

$ 7HDFKHU KDV \HDUV RI VHQLRULW\ LQ GLVWULFW µ$´ KDV EH
holding recall rights in district ³$´ WKH WHDFKHU VHFXUHV D FRQWLQXLQJ DS
2QFH SRUWHG WKLV WHDFKHU ZRXOG KDYH \HDUV VHQLRULW\
GLVWULFW ³$´ IRU UHFDOO SXUSRVHV RQO\ DQG \HDUV RI VHQ
SXUSRVHV $IWHU ZRUNLQJ \HDUV LQ VFKRRO GLVWULFW ³%´ W
GLVWULFW ³$´ DUH ORVW 1R IXUWKHU VHQLRULW\ FDQ EH SRUW
UHFRUG NHHSLQJ SXUSRVHV WKH WHDFKHU¶V VHQLRULW\ UHFRU
purposes.

Original signed by:

Alan Chell For BCPSEA	Teri Mooring For BCTF
March 26, 2020 Date	March 26, 2020 Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

% 5 , 7 , 6 + & 2 / 8 0 % , $ 3 8 % / , & 6 & + 2 2 / (0 3 / 2 < (5 6 ¶ $ 6 6 2 & , $ 7 , 2 1

AND

% 5 , 7 , 6 + & 2 / 8 0 % , $ 7 ($ & + (5 6 ¶) (' (5 $ 7 , 2 1

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 directdireemer,Pla( )-4(t)-4(he)14( )-4(P)4(r)-3(4(or)9(t)-4

7. As of January 30, 2015

Original signed by:

Renzo Del Negro For BCPSEA	Jim Iker For BCTF
For School District 51	For % R X Q G D U \ 7 H D F I Association

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

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacherg

Renzo Del Negro	Jim Iker
BCPSEA	BCTF
April 22, 2015	
Date	

TEACHER NOTICE: LOU 11 ±TTOC EXPERIENCE TRANSFER REQUEST ±FORM A

Re: August 31 st transfers for TTOC experience accrued up to and including June 30th

This constitutes my written notice under LOU No. 16(c) 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:

TEACHER NOTICE: LOU 11 ±TTOC EXPERIENCE TRANSFER REQUEST ±FORM B

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

This constitutes my written notice under LOU No. 16(c) 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 preceding school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the following school year.

LETTER OF UNDERSTANDING NO. 12

BETWEEN

%5,7,6+ &2/80%,$ 38%/,& 6&+22/ (03/2<(56¶ $662&,$7,21 %&3

AND THE

%5,7,6+ &2/80%,$ 7($&+(56¶)('(5$7,21

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 'RQDOG¶V FRQFOXVLRQ 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 Supre P H &RXUW RI &DQDGD¶V GH 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 DJUHHPHQW regarding implementation and/or changes to the restored language ´

AND WHEREAS this Memorandum of Agreement has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of &DQDGD¶V 'HFLVLRQ $V VXFK WKH 3DUWLHV DFNQRF process set out in Letter of Understanding No. 17 has been completed.

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

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-

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 i V U H F R J Q L] H G W K D W H [L V W L Q J 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 ofhenization ofhenization ofhenizistrin o-5(l)5

LETTER OF UNDERSTANDING NO. 13

BETWEEN

% 5 , 7 , 6 + & 2 / 8 0 % , $ 3 8 % / , & 6 & + 2 2 / (0 3 / 2 < (5 6 ¶ (BCPSEA)

AND THE

% 5 , 7 , 6 + & 2 / 8 0 % , $ 7 ($ & + (5 6 ¶) (' ((B C T F)

Re: Section 53 ±Joint Consultation and Adjustment Opportunities

1. The parties acknowledge that the collective bargaining process for the renewal of the current collective agreement fell short of achieving their goals and objectives for their respective members.

2. During the collective bargaining / mediation process it was felt that there needs to be an avenue to discuss and find resolution to workplace issues that will assist them in the next round of collective bargaining. Issues discussed during bargaining were bargaining

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

%ULWLVK &RORPELD 3XEOLF 6FKRROPDVWHUV¶ Federation %ULWLVK Columbia Teachers' Federation Association

_____

LETTER OF UNDERSTANDING NO. 16

BETWEEN

%5,7,6+ &2/80%,$ 38%/,& 6&+22/ (03/2<(56¶ $662&,$7,21 %&3

AND THE

%5,7,6+ &2/80%,$ 7($&+(56¶)('(5$7,21 %&7)

Re: Early Career Mentorship

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

Teachers with part-time assignments shall be paid according to the preceding principles the following payment formula.

1. Appendix A applies to teachers who have an assignment in a secondary school that operates on a semestered 4 x 4 timetable.

2. Each block of instruction assigned to a teacher shall be considered as 0.143 FTE of
   D I X O O \ H D U ¶ V D V V L J Q P H Q W D Q G D Q Q X D O V D O D U \ D V V H \

Table 1

Example 3: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned two teaching blocks for Semester 2. 7KH WHDFKHU ZLOO EH SDLG)7(RI WKH WHDI amount shall be paid over the five month period covered by the semester.

Example 4: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned four teaching blocks for Semester 2. 7KH WHDFKHU ZLOO EH SDLG)7(RI WKH WHDI amount shall be paid over the five month period covered by the semester up to 1.0 of the semester salary, any additional top up will be paid at the end of the semester.

5. Teachers shall accrue and be deducted sick leave on the basis of the FTE assigned to them. However, teachers shall not accrue more that 15 days of sick leave in a year and shall not be deducted more than one (1) day of sick leave for any day that they are absent due to illness.

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