

PROVINCIAL COLLECTIVE AGREEMENT

A Working Document
BETWEEN:

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

As bargaining agent for all the school Boards and authorities established under the
School Act
AND:

BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)

On behalf of all employees included in the bargaining unit established under the Public Education Labour
Relations Act (PELRA)

As it applies in

SCHOOL DISTRICT #42 MAPLE RIDGE – PITT MEADOWS

Between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42

(The Employer)

and

THE MAPLE RIDGE TEACHERS' ASSOCIATION

(The Association)

Effective July 1, 2019 to June 30, 2022

Note: This is a working document intended to set out the agreed upon terms and conditions of employment between BCTF and BCPSEA as those terms and conditions apply in School District No. 42 (Maple Ridge-Pitt Meadows). In the event of a dispute, the original source documents will be applicable.

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SECTION A – COLLECTIVE BARGAINING RELATIONSHIP

Preamble

Both parties agree that the purpose of this Agreement is to:

1. Maintain an environment conducive to an efficient and effective level of quality education services to the pupils in the District; and
2. Maintain harmonious relations and foster cooperation between the Board and the Association; and
3. Set forth mechanisms for the expeditious resolution of differences which may arise as to the application or interpretation of the Agreement; and
4. Set forth the terms and conditions of employment agreed to between the parties.

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

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 u Se(f)-()-1.1(t)-10.2(idv)11.3(e)-t73e

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

- 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

- 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.

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

deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.

3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

ARTICLE A.21 ASSOCIATION RIGHTS

1. President's Leave

- a. The Board hereby agrees to release the President of the Association from teaching duties for the school year following their election.
- b. The Board will continue to pay the President their salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
- c. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
- d.

- b. Such release from duties shall be granted without loss of pay and shall be subject only to the Board being reimbursed for the cost of the TTOC.
- c. In the event that an employee covered by this Agreement is elected to a position as an officer of the Teacher Regulation Branch Council or the BCTF, or is appointed on a term contract of employment to the administrative staff of the Teacher Regulation Branch Council or the BCTF, or secondment to the Federation, leave of absence without pay shall

- ii. The preliminary budget as approved by the Board in the form submitted to the Ministry of Education.
- iii. The amended budget as approved by the Board in the form submitted to the Ministry of Education.
- iv. The final determination when provided to the Board by the Ministry of Education.

10. MRTA Involvement in Board Budget Procedure

- a. Each year, the Association shall be invited to Budget Committee of the Whole meetings specific to partner groups prior to and after the preparation of the preliminary budget to allow Association views on budgetary matters to be presented to the Board.

ARTICLE A.22 PICKET LINE PROTECTION

- 1. All employees covered under this Agreement have the right to refuse to cross or work behind a picket line established as a result of a dispute as defined by the Labour Relations Act.
- 2. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.
- 3. Any employee failing to report to work under this article shall be considered to be absent wni4pi1]TJ ET

ARTICLE A.24 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services (including those performed by teachers and Associated Professionals of a support nature) of a type and kind normally and regularly performed by members of the bargaining unit.

ARTICLE A.25 EDUCATION ASSISTANTS

- 1.

SECTION B – SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
 - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
 - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

2. Teachers employed on the date of ratification and who are employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teacher hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.

3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies

5. Provide for a one percent (1%) to the top step of the salary grid effective July 1, 2020.

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

ARTICLE B.2

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 tempQ q BThiacy

2.

4. Application for Category 5+

a.

July 1, 2020 – June 30, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,331	\$ 59,402	\$ 60,818
2	\$ 53,513	\$ 58,326	\$ 62,607	\$ 64,081
3	\$ 55,874	\$ 61,322	\$ 65,814	\$ 67,344
4	\$ 58,233	\$ 64,318	\$ 69,018	\$ 70,608
5	\$ 60,594	\$ 67,312	\$ 72,224	\$ 73,872
6	\$ 62,956	\$ 70,308	\$ 75,428	\$ 77,134
7	\$ 65,315	\$ 73,303	\$ 78,633	\$ 80,398
8	\$ 67,676	\$ 76,300	\$ 81,839	\$ 83,662
9	\$ 70,036	\$ 79,295	\$ 85,043	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

July 1, 2021 – June 30, 2022

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705

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

1. Effective July 1, 2020 each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

ARTICLE B.21 PLACEMENT ON BASIC SCALE BY CATEGORY

1. The placement of each full-time teacher on the basic salary scale shall be according to the category as determined by the Teacher Qualification Service, or as otherwise provided in the Agreement.
2. Part-time teachers shall be placed on scale on the same basis as full-time teachers except that annual salary shall be pro-rated on the basis of proportion of actual teaching assignment.
3. It shall be the responsibility of each incoming teacher to provide certified evidence of category held by providing a copy of the TQS determination to the Secretary Treasurer of the Board as soon as possible after appointment to the District, but in any event no later than three (3) months from the date of appointment.
4. Where a teacher experiences difficulty beyond their control in securing the necessary certification of category from TQS and where the three (3) month limitation cannot be met, an extension as necessary will be granted provided the teacher submits these indications of difficulties in writing to the Secretary Treasurer of the Board at least five (5) working days before the three (3) month period from date of appointment is reached.
5. Where these procedures are followed and upon receipt of the necessary TQS certification,

**ARTICLE B.22 RECLASSIFICATION OF CERTIFICATION BY TEACHER
QUALIFICATION SERVICE**

1. Reclassification of a teacher, in consequence of additional training, and salary increase resulting in such reclassification, will be effected upon receipt of confirmation of eligibility from Teacher Qualification Service for the change, and teachers will notify the Secretary Treasurer of the Board, giving confirmation of the reclassification.
2. s8Wt 615233fTrd t,

constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.

[Note: Effective September 17, 2014, TTOC experience credit will accrue in accordance with

2. Only teachers hired after January 1, 1979, whose teaching career was interrupted by active service in the Second World War, Korean theatre of action, or service in any United Nations peacekeeping force as referred above, shall qualify for experience increments under this provision upon return to the District's teaching service.

ARTICLE B.27 TEACHING EXPERIENCE ENTITLEMENT – RELATED EXPERIENCE

1. A teacher who:
 - a. Holds a British Columbia Teaching Certificate or is hired as an intern teacher or who holds a Letter of Permission;
 - b. Is employed to teach in any of the following fields:
 - industrial education
 - business education
 - home economics
 - music
 - art
 - teaching chef;
 - c. is fully qualified in the field in which they are teaching by qualifications outside of teaching qualifications, may be credited with not more than five (5) increments in addition to years of teaching experience recognized for increments, calculated as hereinafter set forth on their years of experience in that field after they were fully qualified therein (herein called “related experience”).
2. In no case shall the salary determined under Section B, Article B.27.1.c. exceed the maximum of the salary scale on which the teacher is placed by certification.
 - a. Credit for related experience will only be given if the teacher is teaching at least sixty percent (60%) of their teaching time in the field of their related experience.
 - b. Applications for related experience shall be made in writing to the Superintendent of Schools or designate, together with supporting evidence as may be required, and appropriate credit for related experience shall be g5.9()10.5()-5.8(J.6(ha)7.10 Tm [h2.5(pn.6(%))-3

- f. Teachers who wish their related experience to be considered under the terms of the current Agreement may make application to the Superintendent of Schools or designate and each application shall be limited to one submission. If there is disagreement by the applicant as to decision on application by a teacher for related experience, the teacher may proceed to resolve the dispute in accordance with Section A, Article A.6.

ARTICLE B.28 INCREMENT ENTITLEMENT

1. Teachers who have not reached the maximum salary according to their placement on the basic scale shall receive:
 - a. An increment on the first day of the teaching month in which the increment was earned providing the teacher was hired on or before the 15th day of the month, or
 - b. An increment on the first day of the teaching month subsequent to the month in which the increment was earned if the teacher was hired after the 15th day of the month.

ARTICLE B.29 PART-TIME TEACHERS' PAY

1. Part-time teachers shall be paid according to their placement on the basic salary scale and according to time actually worked.

ARTICLE B.30 SPEECH AND LANGUAGE SPECIALISTS

1. Speech and Language Pathologists and School Psychologists shall be paid in accordance with the salary schedule established in Section B, Article B.1.
- 2.

2. Department Heads

- a. The annual value of a full Department Head allowance payable in addition to the regular annual salary of the teacher(s) concerned shall be:

Departments having less than five (5) F.T.E. teachers and less than seven (7) teachers in the department shall be defined as “minor”. Departments having five (5) or more F.T.E. teachers or seven (7) or more teachers shall be defined as “major”.

Designated Department Head Allowance

Date	Major	Minor
Effective July 1, 2019	\$ 3,212.00	\$ 2,124.57
Effective July 1, 2020	\$ 3,276.24	\$ 2,167.06
Effective July 1, 2021	\$ 3,341.77	\$ 2,210.40

- b. The annual value of a partial Department Head allowance shall be pro-rated according to the portion of a full Department Headship which is allocated to that partial Department Head.
- c.

ARTICLE B.36 BENEFITS

1. Participation Applications

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

2. Participation Entitlement

a. All teachers who are assigned to full-time positions, including teachers whose appointments to temporary full-time assignments are for five (5) months or more, shall be entitled to participate in the benefits under this article to the extent participation is permitted in respective plans, and sharing in costs of premium shall be in accordance with the amount so specified in Section B, Article B.36.3.b.

b. Continuing teachers who are assigned to bona fide part-time positions and temporary teachers whose appointments are to temporary part-time assignments for five (5) months or more, shall be entitled to participate in the benefits under this article, to the extent participation is permitted in respective benefit plans, and sharing in costs of premiums shall be in accordance with the amount so specified in Section B, Article B.36.3.b, at a pro-rata calculation proportionate to the actual teaching assignment that bears to a full-time assignment.

c. The dental plan is not available to temporary part-time teachers.

d. Upon written application to the Secretary Treasurer, the Board will contin.2(a)-2.9(c)8.7(he)-1.9(r)5.6(s

payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.

- b. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

5. Employee Assistance Program

- a. The Employee Assistance Plan shall cover a full range of counseling services, for employees and their families, while maintaining strict confidentiality. This shall include but not be limited to, counseling for employees charged with child abuse and subsequently exonerated, assessment and treatment of individuals suffering from any of a wide range of psychological and psychosocial disorders such as marital, family, work, or personal problems, and such symptoms as stress, substance abuse, depression or family breakdown.
- b. All referrals shall be self-referrals, and shall be completely voluntary.

[Note: See also Article B.11 Benefits.]

ARTICLE B.37 FINANCIAL ADJUSTMENTS

1. In the event of an employee or employer error in payment or deduction of salary, dues, or benefits, the Board shall adjust the payments of the employee to reflect the correct amount.
2. Such adjustment will be retroactive from:
 - a. One (1) year prior to the employee or employer notifying the other of the error, or
 - b. The date the error occurred, whichever is shorter.

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.

f. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.e, the teacher with the earliest date of acceptance of employment with the Board shall be deemed to have the greatest seniority.

g.

assignment to a position which is temporarily vacant. A temporary teacher with recall

d.

- c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and, if desired, their representative to meet with the Superintendent or designate and the Board within fourteen (14) days of such notice.
- d. Where, subsequent to such meeting, the Board decides to dismiss a teacher, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

- 1. A teacher with a continuing part-time appointment may request an additional temporary part-time appointment.
- 2. Teachers on part-time continuing appointment, or part-time temporary appointment, may request a full-time continuing appointment and shall be considered with other applicants on the basis of qualifications, experience and seniority.
- 3. Job-Sharing
 - a. Two teachers employed full-time by the Board may jointly request a job-sharing assignment in respect of a single full-time position. The Board shall grant the request provided such an assignment is educationally viable. Where the request is granted:
 - i. Salary shall be pro-rated according to the percentage of time worked by each teacher;
 - ii. For the purposes of benefits, the teachers will be considered part-time to the percentage of time worked and eligibility will be determined pursuant to Section B, Article B.36. If one teacher opts to waive access to benefits, the other teacher will be eligible for benefits as if they were full-time;
 - iii. When one of the teachers agrees to work due to the temporary absence of the other teacher, that teacher shall receive payment pro-rata on scale for all such work;
 - iv. Each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked; and
 - v. The teachers shall have the right to return to an appropriate full-time position in the following school year should one exist, provided they request such a position by March 31st of the current school year.

ARTICLE C.25 TEMPORARY TEACHERS' RIGHTS

- 1. Employment of Temporary Contract Teachers
 - a. The Board shall appoint teachers on temporary contracts only as stated in this Agreement.

- b. Teachers who have not received a less than satisfactory report shall receive a continuing contract within the first two (2) years of their employment provided that they have been

SECTION D – WORKING CONDITIONS

ARTICLE D.1

2. Flexibility Factor

In grades 4 – 12 the above limits may be exceeded by two students when the Board has shown that it has made best efforts (per LOU 12) to adhere to these limits.

[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits any grades 4 to 12 class to 30 students unless it is appropriate for student learning (See section.76.1.(2.1).a), or a prescribed category of class (See section.76.1.(2.1).b).]

3. New Elementary Students

Students new to an elementary school and not on a teacher's roster on the opening day of school, shall be introduced to the classroom after the teacher has received notification one (1) day in advance.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. Purpose and Definition

The purpose of integrating exceptional students into regular classes is to provide a positive educational experience for both the exceptional students and the other students in the class. The

9. School-Based Support Team

Where the classroom teacher determines that there are students in his/her class who significantly affect classroom management, routines and instruction, he/she shall have the right to refer such student(s) to the School Based Team for consideration and appropriate action.

10.

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.

2. An adult education employee shall be assigned hours of instruction based on course and program schedules.
3. A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
4. Professional development for adult education teachers will be developed collegially by Administration and adult education staff.
5. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS

1. a. The regular work year shall provide:
 - i. No fewer than five (5) days for professional development
 - ii. No fewer than one (1) year end administrative day
 - iii. One full day and two early dismissals after instruction of three hours for student assessment/evaluation and parent/teacher consultation for each formal reporting period.
- b. All such days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year.
- c. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
- d. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March, except for 1991 when Spring Break shall commence on March 28th and end April 8th.
- e. Any work performed beyond the teacher's regular work year shall be voluntary and paid pursuant to Section B, Article B.34.
- f. Articles D.23.1.a to D.23.1.e inclusive will not apply to employees in the Adult Education programs.

ARTICLE D.24 SUPERVISION DUTIES

1. No teacher shall be required to perform any supervision duties during the school's regularly scheduled noon intermission or before school in the mornings.

ARTICLE D.26 SCHOOL STAFF COMMITTEES

1. Where a school teaching staff so decides there shall be established a recognized staff committee in each school.
2. The size and membership of the staff committee shall be determined by the staff but the Principal or designate shall be a member of the committee.
3. Subject to change by a majority vote of the school teaching staff, the staff committee may:
 - a. Review each teacher's assignment under the following headings:
 - physical requirements
 - class size
 - instructional assignment
 - supply of learning materials
 - auxiliary staff
 - time to plan, to organize and to work with individual students, with colleagues, and with parents pupil evaluation (reporting on pupil progress).
 - b. Review the teaching and learning conditions within the school and make recommendations for improvement in the total teaching situation.
 - c. Study and make recommendations on:
 - school regulations and routines
 - school educational philosophy
 - non-instructional days
 - school curriculum planning and evaluation
 - school timetable and organization
 - school staffing including utilization of teaching staff and auxiliary staff
 - professional and staff development
 - scheduling of staff meetings
 - structure and procedures for school-based team.
 - d. Study and make recommendations on any other matters of concern to the teaching staff members.
 - e. Ensure that all teaching staff are provided with the relevant information to assist the teaching staff in making educationally sound decisions.
 - f. Have access to and review all school level budget and financial information.
4. Procedures
 - a. The staff committee shall be elected annually in accordance with procedures established by staff.
 - b. A Chairperson shall be elected by the committee.

change and on measures to be taken by the Board to protect the Association members from any adverse effects.

ARTICLE D.29 HEALTH AND SAFETY

1. Space and Facilities

- a. Classes shall be conducted only in facilities that are clean and where temperature, lighting, humidity, sound level and other physical conditions are hygienic, safe, and conducive to effective learning.
- b. Each worksite and facility operated by the employer shall comply with the Workers Compensation Act and related Occupational Health and Safety Regulations.

2. District Health and Safety Committee

a. Principle

The Board and the Association recognize the need to have an effective health and safety program. The Board agrees to full compliance with the provisions of the Workers Compensation Act and Regulation.

b. Committee Structure

A District Health and Safety Committee shall be established and composed of two (2) representatives of the Association and two (2) representatives of the Board, without eliminating the rights of both parties to engage consultants and assistance from other jurisdictions. These consultants will not become members of the joint committee. The District Health and Safety Committee shall be expanded to include two (2) representatives from CUPE Local 703.

c. Committee Meetings

- ii. Review monthly reports from the Manager of Health and Safety regarding site-based Health and Safety Committee activities and provide support where a need is identified.
- iii. Review monthly district-wide statistical reports which include reported accidents, incidents, and threats.
- iv. Make recommendations that enhance the occupational health and safety of District employees and support site compliance with WorkSafeBC Regulation and Board policies.
- v. Review any WorkSafeBC inspection reports issued since the previous Committee meeting.
- vi. Review and update the District Health and Safety Committee Terms of Reference annually.

3. Unsafe Working Conditions

A teacher will not be required to work in a classroom which does not conform to health and safety standards as provided for under the School Act or WorkSafeBC Regulation. If a teacher is concerned about the conditions pertaining to the teacher's or students' health and safety, the teacher shall immediately report such concerns to the supervising Administrative Officer or designate, who will ensure that work is performed without due risk. A teacher shall not be disciplined or penalized for refusal to work in conditions that they reasonably believe are unsafe or where health is at risk.

4. Student Medication

- a. Student medication procedures in schools shall be as follows:
 - i. Teachers have a duty to render assistance in an emergency,
 - ii. Teachers shall not be called on to administer medication,
 - iii. The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the Public Health Nurse and the Medical Health Officer.

5. Communicable Diseases

- a. The examination of students for communicable disease or infestations shall not be the responsibility of any teacher.

3. Portables
 - a. A teacher shall not be assigned to a portable two (2) consecutive years, unless the teacher requests otherwise or unless the portable has been set up for a specific use, e.g. Science Pod, Computer Lab.
 - b. The Board shall make every reasonable attempt to ensure that portables are functional and are equipped with the same resources, amenities and services found in school classrooms.
 - c. The Board shall ensure that the necessary equipment will be in place to communicate emergencies and emergency procedures.
4. Community and/or Commercial Use of School Facilities
 - a. District procedures relating to community and/or commercial use of school facilities shall be located on the staff intranet.

ARTICLE D.34 ITINERANT TEACHERS

1. Itinerant teachers are teachers and Associated Professionals who are district based, e.g., Student Support Services, Language Services.
2. Travel time between instructional assignments of itinerant teachers shall be calculated as part of the teacher's total instructional assignment in Section D, Article D.21.
3. Itinerant teachers shall have access to a telephone at each assigned location.

SECTION E – PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

1. A non-sexist environment is defined as that in which there is no discrimination against employees by portraying them in gender stereotyped roles or by omitting their contributions.
2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify 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 of non-sexist educational programs, activities, and learning resources for both staff and students, and their integration and implementation.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
- e. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- f. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

2. Definitions

a. Harassment includes

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as intimidation, threats, coercion and blackmail.

b.

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii.

b.

ARTICLE E.21 NO DISCRIMINATION

1. The Board and the Association subscribe to and shall follow the principles of the Human Rights Code of British Columbia as referenced in Appendix C of the collective agreement.
2. It is understood that Part 13.1 of the Human Rights Code includes no discrimination in the matter of hiring, promotion, transfer, or discipline. (Note: Refer to Human Rights Code part 13).
3. The Board agrees that there shall be no discrimination with respect to any employee participating in the activities of the Association, including carrying out duties as a representative of the Association. In addition, neither the Board nor the Association will discriminate against any employee because of past membership in a trade union.

ARTICLE E.22 HIRING PRIORITY

1. Advertisements and application forms for appointment to the teaching staff of the Board shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment. All postings will be reviewed and approved by the Human Resources Department.

ARTICLE E.23 POSTING AND FILLING VACANT POSITIONS

1. In this article “vacancy” means an existing or newly created teaching assignment/position to which a teacher is not assigned. A teaching assignment does not become a vacancy if a teacher on a continuing appointment is returning from a leave of absence to that position.
2. All vacancies and new positions to take effect at the start of a school year and identified prior to June 30 shall be posted as soon as reasonably possible in all schools and centres of the School District, and a copy sent to the MRTA office. Vacancies identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted in the Board office, with a copy to the MRTA office. Additionally, the MRTA office will be contacted by telephone or fax with the information. Such positions will be advertised either in a provincial newspaper or electronic job site.
4. Positions arising after August 15 will be emailed or faxed to the MRTA office when a posting is impractical.
5. By April 30 of each year, the Board will provide schools/staffs and the Association information as to staffing timelines for the subsequent s3a. aacm

- c. Placement of teachers on continuing contract returning from leave of absence;
- d. Placement of any teachers on the recall list, or who will be on the recall list prior to the date of the commencement of required duties of the position to be filled;
- e. Teachers on temporary contracts requesting transfer;
- f. Placement of Teachers Teaching on Call.
- g. Should a full-time or part-time teacher with a schedule conflict between their current assignment and the available assignment be the successful applicant, the appointment date will be September 1 of the following school year unless the Administrative Officer of the school and the teacher agree the teacher may leave during the current school year. If a request to leave during the current school year is denied, the reason(s) shall be given in writing.
- h. If the teacher cannot be released, the vacancy will be posted on a temporary basis for the

i. If a transfer is to be initiated from a school for reasons of declining enrolment, unless a more senior teacher agrees to be transferred, the transfer shall be effected in reverse order of District seniority, provided that the teacher retained possesses the necessary qualifications.

b.

- b. The Personnel Office will compile this information and circulate it to all schools by March 6.
 - c. Any teacher(s) interested in exchanging to a position(s) identified in E.24.2.2 will contact the identified teacher(s) directly to discuss the suitability of a possible exchange(s).
 - d. Teachers will initiate a meeting with their respective Administrative Officers to discuss the suitability of an exchange.
 - e. An exchange will take place only if the teachers and Administrative Officers involved agree.
 - f. If a vacancy doesn't exist as identified in the Collective Agreement, the usual process relating to Posting is only waived for the purposes of this type of exchange.
 - g. All teacher initiated exchanges will normally be completed by April 10. This timeline may be waived by agreement of the teachers and Administrative Officers involved.
 - h. These teachers will be informed of their right to attend staff meetings scheduled for teacher assignment at their new school.
 - i. The Administrative Officer of the receiving school will inform the new teachers of the date and time of such a staff meeting.
 - j. The exchange of teachers is not limited to two (2) but may include two (2) or more schools and teachers.
 - k. The exchanges do not necessarily have to be in the same subject area or grade level.
3. Assignment – in School
- a. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload and personal preference of the teacher.
 - b.

ARTICLE E.27 POSTING AND FILLING VACANT POSITIONS IN ADULT EDUCATION PROGRAMS

1. For adult education programs – vacancy means a course or program designated as continuing (core) to which no teacher has been assigned.
 - a. To the extent possible the posting and filling process described in Article E.23 will not apply to the posting of adult education courses or programs that are designated as continuing (core).
 - b. The Board may post term adult education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrolment.
 - c. The teacher appointed to a position shall be the teacher who has the necessary

7. Reports shall be prepared only by the Superintendent or a Deputy or Assistant Superintendent or a Director of Instruction or an Administrative Officer of the school to which the teacher is assigned or a District Principal responsible for the subject area to which the teacher is assigned.
 - a.

2. There shall be only one personnel file per employee maintained at the school. After receiving a request from a teacher, the Principal shall grant access to the teacher's school file as soon as reasonably possible.
 - a. Any teacher's file kept at the school shall, on the teacher's departure from that school, be destroyed.
 - b. When the Principal of a school vacates their administrative position all employee school personnel files shall be destroyed forthwith.
3. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent or designate, the Secretary/Treasurer or designate, the teacher or their Administrative Officer, except upon written request of the teacher, or as required by law.
4. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent or by motion of the Board. The teacher shall receive written notice within five (5) working days when such action takes place.
5. The Board agrees that only material which is factual and relevant to the employment of the teacher

4. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by-law.

ARTICLE E.31

c.

ARTICLE G.3

4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

5. Teachers and teachers-teaching-on-call with assignments that qualify for payment on scale, shall be granted a maximum of five (5) days leave without loss of pay in the case of death of spouse (including common-law) and/or child, parents, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, same gender partner and/or any other relative who has been residing in the same household over a period of not less than one year.
6. Where physical arrangements for the funeral cannot be accomplished in the period under Article G.4.1 or G.4.5, extended leave may be granted under provisions of Section G, Article 37. See also Article G.4.3 for additional unpaid leave.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary d aff cacpadear 1.

ARTICLE G.6 LEAVE FOR UNION BUSINESS

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.

[Note: Provincial Article G.6 Leave for Union Business is not applicable in School District No. 42 (Maple Ridge-Pitt Meadows). Article G.6.1.b applies for the purposes of Article A.10 only. See also Article A.21 Association Rights.]

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.

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

3. Short-Term Parental Leave

- a. A parental leave (inclusion of adoption leave) shall be granted upon request:
 - i. As provided for in Part 6 of the Employment Standards Act, or
 - ii. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break.
 - iii. Two (2) days leave with pay shall be granted, upon written application to the Superintendent of Schools to be taken at the discretion of the teacher.

4. Extended Maternity Leave

- a. Teachers granted leave under Section G, Article G.22.1.a and G.22.3.a, who choose not to return to work at the expiration of that leave may apply for extended maternity/parental leave, four weeks prior to the expiry of the current leave.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a school year or term.
- c. Teachers returning from extended maternity/parental leave shall do so at the commencement of a term or semester and shall notify the Board eight (8) weeks in advance except in respect to leave expiring June 30 where notice shall be given by March 31.

5. Use of Sick Leave

- a.

7. Extended Maternity/Parental Leave Benefit

- a. When a teacher has been granted extended maternity/parental leave the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of their share of the premiums.

8.

ARTICLE G.31 STUDY

1. Upon application to the Superintendent of Schools, leave may be granted for up to ten (10) teaching days prior to school closing in June for approved study providing year-end teacher duties are completed. Deduction shall be at the established rate of a certified Teacher Teaching on Call (TTOC) for each day absent.

ARTICLE G.32 NATIONAL OR INTERNATIONAL COMPETITIONS

1. Upon application to the Superintendent of Schools, leave of absence shall be granted to a teacher for participation as a competitor or official representing B.C. or Canada in national or international

2. If elected, return to work will be at the beginning of a school term and to the position occupied, if available, or to a comparable one.
3. If not elected, the teacher shall, at the end of a campaign, return to the previously held position.
4. Teachers elected or appointed to Municipal or Regional Board offices or Public Boards shall be

ARTICLE G.38 INTRA PROVINCIAL EXCHANGE

1. General Terms and Conditions for Exchange

 a. Consideration will be given to candidates who hold a permanent certificate, a continuing

- b. Candidates for exchange will submit a resume which will include:
 - i. Educational background;
 - ii. Professional perspective;
 - iii. Professional experience;
 - iv. Evidence of professional growth and development;
 - v. At least pertinent references.
3. Teachers may apply for exchange based on one or more of the following plans:
- a. Identical Exchange
 - i. Teachers exchange classrooms and assignments.
 - ii. At the end of the exchange period, teachers return to the parent school and classroom as per Term and Condition under Section G, Article G.38.1.c.
 - b. Collegial Exchange
 - i. At the elementary level teachers from similar levels (i.e. primary with primary) would exchange.
 - ii. At the secondary level, teachers from the same subject areas would exchange.
 - iii. Teachers applying for collegial exchange will be placed in the host district but not

6. Any employee participating in this plan shall not hold responsible the Board of Education for any subsequent actions that might arise to the detriment of the employee for reasons such as investment decisions of the committee, rulings by Revenue Canada concerning taxation questions, etc.

ARTICLE G.40



7

Appendix A: Joint MRTA/Board Professional Development Committee

Between

**The Board of Education of School District No. 42
(Maple Ridge – Pitt Meadows) (“the Board”)**

And

The Maple Ridge Teachers’ Association (“MRTA”)

TERMS OF REFERENCE

A. The Committee shall consist of:

- 1) School District No. 42
 - a. the Superintendent or their appointee
- 2) Maple Ridge Teachers’ Association
 - a. chairperson of the MRTA Pro-D Committee
 - b. an elected representative of the MRTA Pro-D Committee

B. The Committee shall be governed by the following procedures:

- 1) The Committee shall elect a chairperson at the beginning of each school year.
- 2) The Committee shall meet at least four (4) times a year. Additional meetings shall be held at the request of the chairperson or any member of the Committee.
- 3) Three (3) members shall constitute a quorum.
- 4) Decision shall be via consensus. In the event of no consensus, the issue will be referred to the School Board and MRTA Executive for a decision.

C. Policy Guidelines:

Purpose:

The Joint MRTA/Board Professional Development is to:

- a. Establish long and short range objectives that are in harmony with District and MRTA policies for Professional Development.
- b.

- b. if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Section 51 Parental Leave

- 51. 1) An employee who requests parental leave under this section is entitled to,
 - a.

Appendix C: BC Human Rights Code [RSBC 1996] CHAPTER 210

(Current to May 29, 2013)

Part 13

Discrimination in employment

13 (1) A person must not

- (a) refuse to employ or refuse to continue to employ a person, or
- (b) discriminate against a person regarding employment or any term or condition of employment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

MRTA/Board Agreement for Modified School Calendar

AT KANAKA CREEK ELEMENTARY SCHOOL
EFFECTIVE SEPTEMBER 1, 1998 TO AUGUST 31, 1999

Revised May 25, 1998

This letter serves as a letter of understanding, in addition to the collective agreement between the Board of Education of School District No. 42 (Maple Ridge – Pitt Meadows) (herein referred to as “the Board”) and the Maple Ridge Teachers’ Association (herein referred to as “the Association”), for the period September 1, 1998 to August 31, 1999. The Board and the Association agree that, with regard to the implementatio5.9(at)3.3i3()JTJ

Leave for AGM

Kanaka Creek staff who are elected delegates to the BCTF AGM will be released from teaching duties, without loss of pay, to attend the AGM should it occur when the school is in session.

Request for Transfer from Present Staff

Should any of the current staff not wish to work on the modified calendar, they will apply for a transfer and fill a vacancy in the district in accordance with Section E, Article 2.6 of the collective agreement.

Resource Centre Access

Resource Centre materials will be available to Kanaka Creek teachers during the month of July, in the same manner as materials are available to teachers in the regular work year.

Assignments Deemed Continuous

School Calendar

The school calendar for Kanaka Creek Elementary School shall provide:

- a. the number of instructional days equivalent to those agreed to for schools operating with a traditional (September to June) school calendar.
- b. the same number of non-instructional days, and the same number of administrative days, if any, and the same number of parent-teacher interview days, if any, as agreed to for schools operating with a traditional calendar.

Signed this 19th day of August, 1998.

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

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

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
- 10.

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*

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 Year* 1053.19 11.03 T55(Sc)-2.1(ho)-1.3(o)-1.3(l)5.9(B)1.4(as)-3.3(e)8.7u1.1(r)-3g

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

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 agreeaflorking-2.T8(h) 8g3(e)(k)

LETTER OF UNDERSTANDING NO. 3. A

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Does not apply in School District No. 42 (Maple Ridge-Pitt Meadows).

LETTER OF UNDERSTANDING NO. 3 B

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2013, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) sPomiu2 e()118(TP)1.8hoss ame a mountn s sPa inc71.9(r)-423

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 Briti6[-5.9(n)Et86(O)-6.1()-1.1(6[-5.u6(e)3.3bi(R)31.1(l)5.9.()10.6)1aT

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

Lakeview Elem
Barlow Creek Elem
Parkland Elem

Lakeview
Barlow Creek

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)

64 -12.6 re f

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.

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

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

BETWEEN

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”

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

1.

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 30 th 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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

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

For School District 51

For Boundary Teachers'
Association

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transferb1()10.5(ex)-2.5(p(t)-4.8(r)7.4.8(i)5.-4.2()-s)-2.:5.9(e)-2(i)(a)-2.6(ot)-4.8(r)722(oppo)9(pu)10.3 6(r)5i 11.3(

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

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

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

D.

8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest

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.

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

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.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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