

**Letter of Understanding**

**Between**

**Vancouver Island West Teachers' Union  
And  
The British Columbia Teachers Federation**

**And**

**The Board Of Education of  
School District No. 84 (Vancouver Island West)  
And  
The British Columbia Public School Employers' Association**

***Re: Nine Day Fortnight and Two Week Spring Break***


Whereas the Board of Education and the teachers of SD84 (Vancouver Island West) are in agreement to implement a nine-day instructional fortnight and two week spring break and the parties wish to apply the Collective Agreement in a manner which maintains the integrity of the language as negotiated, the parties agree, on a without prejudice and/or precedent basis, that the clauses listed below will be applied to the teachers in SD84 (Vancouver Island West), as follows for a period of July 1, 2017 to June 30, 2018. All clauses not listed below will be applied in the normal manner with the exclusion of Articles D.14, D.15 and D.16 which shall be amended only to the extent they limit either party's ability to implement the agreed to local calendar.


This letter of understanding is developed on the following assumptions:

- School days will be scheduled on an extended basis by adding instruction time of 26 minutes (39 at KESS) and 24 minutes (33 at KESS) at the secondary and elementary levels, respectively.
- Non-instructional days and the year-end administrative day will be scheduled on a traditional basis.
- Both parties wish to implement the agreed to local calendar.
- Any unanticipated consequences from the implementation of the local calendar shall be dealt with through discussion, but may proceed to the grievance procedure if needed.

**Note: Calculations are all rounded up to two decimal places**

  
On behalf of SD84 (Vancouver Island West)

  
On behalf of the BC Public School  
Employers' Association

  
On behalf of Vancouver Island West  
Teachers' Union

  
On behalf of the BC Teachers' Federation

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

### **ARTICLE B.1: SALARY**

#### Local Provisions:

B.1.8 In the event that a teacher commences work on a day other than the first prescribed school day in the month or terminates on a day other than the last prescribed school day in that month, the formula for that month shall be the greater of the following amounts:

- a. 1/180.17 of the regular annual salary for each day taught;
- b. full regular monthly salary less 1/180.17 of the annual salary for each day not taught.

**(calc  $195 \times 170/184 = 180.17$ )**

B.1.9 The rate of deduction for a day without pay shall be the daily rate (1/180.17) of the current annual salary of the teacher.

**(calc  $195 \times 170/184 = 180.17$ )**

### **ARTICLE B.2: TEACHER TEACHING ON CALL PAY AND BENEFITS**

B.2.5 Teachers teaching on call shall be paid an additional compensation of **\$11.91** over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than **\$5.96**. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

**(calc  $\$11.00 \times 184/170 = \$11.91$  calc  $\$5.50 \times 184/170 = \$5.96$ )**

#### **B.2.6**

1. Rate of Pay:

- a. An Employee who is employed as a teacher teaching on call shall be paid 1/174.62 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 8 for each full day worked.

**(calc  $189 \times 170/184 = 174.62$ )**

### **ARTICLE B.26: PLACEMENT ON SCALE**

#### **B.26.2 Experience**

**(The amendments to this article only apply to experience gained working under the Nine Day Fort Night and Two Week Spring Break Calendar)**

- a. One year of teaching experience equals a minimum of **147.83** prescribed days.
- b. One month of teaching experience equals **18.48** prescribed days.

- c. One prescribed day of experience or any portion of a day is defined upon appointment, with credit given proportionate to the percentage of time employed.
- d. Experience in B.C. Public Schools (K-12) is accumulated at the rate which is consistent with the terms of each appointment
  - i. With full-time, full-year service, **147.83** or more continuous prescribed days taught in one school year or calendar year constitutes one year of teaching service.
  - ii. With full-time, partial-year service of up to three periods of **36.96** or more continuous prescribed days taught in four years or less, which equal **147.83** or more prescribed days taught, constitutes one year of teaching experience.
  - iii. With part-time, full-year service, the equivalent of **147.83** prescribed taught, accumulated within a period of four years or less, constitutes one year of teaching experience.
  - iv. With any combination of full-time, partial-year and part-time, full-year service described above, accumulated in four years or less, which equals **147.83** or more prescribed days taught, constitutes one year of teaching experience.

(calc  $160 \times 170/184 = 147.83$  calc  $20 \times 170/184 = 18.48$ . calc  $40 \times 170/184 = 36.96$ )

**ARTICLE B.28: POSITIONS OF SPECIAL RESPONSIBILITY**

**B.28.2 Teacher in Charge**

- a. In each school the Board shall select from among applicants for the position of Teacher in Charge.
- b. When acting as Teacher in Charge, the teacher shall be relieved of regular teaching duties if the principal deems it necessary.
- c. When acting as Teacher in Charge, the teacher shall receive an additional allowance as follows:

<u>Kyuquot and Zeballos</u>	<u>Gold River and Tahsis</u>
<b>\$34.39</b>	<b>\$46.08</b>

(calc  $\$31.77 \times 184/170 = \$34.39$ . calc  $\$42.57 \times 184/170 = \$46.08$ )

- d. While acting as Teacher in Charge, the teacher is covered by all the terms and conditions of this agreement.

**SECTION C: EMPLOYMENT RIGHTS**

**C.2.3 Teacher Teaching on Call**

- a. A teacher teaching on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
- b. For the purpose of calculating seniority credit:

- i. Service as a teacher teaching on call shall be credited **1.09 day** for each day worked and **0.44** for each afternoon worked and **0.65 day** for each morning worked, except at GRSS where it will be 0.55 for each afternoon or morning worked..

(calc  $184/170 = 1.09$ . calc  $0.4 \times 184/170 = 0.44$ . calc  $0.6 \times 184/170 = 0.65$ )

- ii. Nineteen (19) days credited as per C.2.3.i shall be equivalent to one (1) month;
  - iii. One hundred and eighty-nine (189) days credited as per C.2.3.i 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.

#### **Article C.4 Teacher Teaching On Call Employment**

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

- a. For the purpose of this article, a teacher teaching on call shall be credited with **1.09** day of experience for each full-time equivalent day worked.

(calc  $184/170 = 1.09$ )

##### **C.16.2 Teacher on Call Hiring**

- a. In appointing teachers on call, the Board shall, pursuant to Section 19 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, appoint teachers on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
- b. As soon as the Board reasonably expects a teacher to be absent for more than **18** days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for **18** days; the vacancy shall be posted, and filled by appointment to the teaching staff of the District according to Article E.14, Temporary Appointments.
- c. Subject to paragraphs 16.2.a and 16.2.b of this Article, the teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
- d. When a certified teacher is not available, a non-certified person on call will be appointed to an assignment on a day-to-day basis.
- e. **Replacement of Non-Certified Person on Call with Certified Teacher on Call**
  - i. If a non-certified person on call is placed in an assignment and a certified teacher on call becomes available, the non-certified person on call shall complete the day's assignment.

- ii. If a certified teacher on call is initially unavailable for appointment to an assignment and subsequently becomes available, that teacher must advise the administrator of the school by 3:00 pm of his/her availability to accept the assignment for the following day.
- f. A certified teacher on call who accepts an assignment for a specified number of days will not be relocated during that assignment.

(calc  $20 \times 170/184 = 18.48$ )

## SECTION G: LEAVES OF ABSENCE

### ARTICLE G.11: SICK LEAVE

- G.11.1 Sick leave with pay is earned at the rate of one and one-half days for each month in the service of the Board.
- G.11.2 A minimum of fifteen days of sick leave shall be made available to each teacher at the beginning of the school year. If the teacher resigns before the end of the school year, any unearned, paid sick days shall be refunded to the Board.
- G.11.3 A teacher who contracts a communicable childhood disease or infestation such as measles, mumps, chicken pox, and who has fewer than thirty accumulated sick leave days, shall not have days absent deducted from his or her sick leave, provided that the Superintendent, with the advice of the medical health officer, certifies that there are other cases of the disease or infestation in the school to which the teacher may have been exposed.
- G.11.4 There is no maximum to the number of days of sick leave that may be accumulated.
- G.11.5 Each teacher shall receive a monthly accounting of his or her accumulated sick leave as at August 31.
- G.11.6 Teachers commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.

**Sick leave will be charged to a teacher's bank at the following rates:**

**1.0 day for each day of leave taken for Non Instructional days and the year end administrative day.**

**1.09 days for each day of leave taken for days in session (0.44 per afternoon and 0.65 per morning, except at GRSS where it will be 0.55 for each afternoon or morning worked )**

(calc  $184/170 = 1.09$ . calc  $0.4 \times 184/170 = 0.44$ . calc  $0.6 \times 184/170 = 0.65$ )

### ARTICLE G.16: BEREAVEMENT AND CRITICAL ILLNESS LEAVE

#### G.16.1 Critical Illness Leave

- a. A teacher shall be granted a leave of absence with pay for a maximum of five days in the initial event of a serious illness in the teacher's immediate family or when called by the attending physician to the bedside of an immediate family member. Leaves will be charged to accumulated sick leave **as per G.11.**

- b. Immediate family is defined as parent, spouse, (including common law spouse) brother, sister, child, mother-in-law, father-in-law, grandparent, grandchildren, legal guardian and legal ward.

[See also PCA Article G.2 Compassionate Care Leave for leave longer than five days.]

#### **ARTICLE G.17: DISCRETIONARY LEAVE**

A teacher, upon reasonable prior written notice, may take up to three full teaching days each school year, without loss of salary, to attend to personal business. Such leave shall not be taken to extend a vacation or to accompany a spouse on a business trip or for any commercial venture.

**Discretionary leave will be charged to a teacher's bank at the following rates:**

**1.0 day for each day of leave taken for Non Instructional days and the year end administrative day.**

**1.09 days for each day of leave taken for days in session (0.44 per afternoon and 0.65 per morning except at GRSS where it will be 0.55 for each afternoon or morning worked)**

(calc  $184/170 = 1.09$ . calc  $0.4 \times 184/170 = 0.44$ . calc  $0.6 \times 184/170 = 0.65$ )

**Note:**

**Considered but agreed to leave as is:**

- A.30 Leave for Local Negotiations**
- G.13.2 Paternity Leave**
- G13.3 Adoption and Legal Guardianship Leave**
- G.16.1 Bereavement Leave**
- G.18.1 Leave for Elected Office**