

## Letter of Understanding

Between

Gulf Islands Teachers' Association  
And  
British Columbia Teachers' Federation

And

Board Of Education Of School District No. 64 (Gulf Islands)  
And  
British Columbia Public School Employers' Association

Mid Contract Modification to:

July 1, 2022 – June 30, 2025

The parties agree to the following amendments:

1. Renumber **Article B.1.9 Placement on Scale – by Experience** to **Article B.1.12 Placement on Scale – by Experience** and amend as follows:
  12. Placement on Scale – by Experience
    - ...
    - d. All other teaching experience, ~~including Teacher Teaching on Call teaching experience in this District~~, shall be credited on a pro rata basis. For the purpose of pro rating calculations the teaching year shall be deemed to be one hundred and ninety (190) days.

Effective September 17, 2014, Teacher Teaching on Call experience credit will accrue in accordance with Article C.4 (Teacher Teaching on Call Employment) and Letter of Understanding No. 4611.
    - ...
2. Amend **Article C.23.10 EVALUATION OF TEACHER PERFORMANCE** as follows:
  10. At least (48) hours prior to filing a final report, the evaluator shall provide a draft to the teacher and give an opportunity to the teacher to discuss the draft report. The teacher may be accompanied by the Staff Representative where requested by the teacher. The evaluator will **make** every effort to ensure that the report is factually accurate. The teacher shall receive a copy of the final report.

3. Amend **Article G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS** to add the following **Local Provisions**:

2. **When a teacher takes the maternity leave to which they are entitled pursuant to the *Employment Standards Act*, and the teacher is not in receipt of EI maternity benefits, the Board shall pay the teacher 95% percent of their current salary for the first two weeks of the leave.**

4. Amend **Article G.22 MATERNITY LEAVE** as follows:

...

~~3. Supplemental Employment Benefits on Maternity Leave:~~

~~a. When a teacher takes the maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:~~

~~i. 95% percent of their current salary for the first two weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits, and~~

~~ii. the difference between 80% percent of their current salary and the amount of EI maternity benefits received by the teacher, for a further 15 weeks.~~

~~b. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.~~

43. Extended Maternity Leave:

Teachers granted leave under Article G.22 who choose not to return to work at the expiration of that leave may apply for Extended Maternity Leave without pay.

~~54.~~ Use of Sick Leave:

If, at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, they shall qualify for their sick leave provisions.

**The parties agree to the following housekeeping:**

1. Renumber **Article B.1.7 Basic Salary Scale** to **Article B.1.10 Basic Salary Scale**.

2. Renumber **Article B.1.8 Placement on Scale – by Category** to **Article B.1.11 Placement on Scale – by Category** and amend as follows:

~~811.~~ Placement on Scale – by Category

a. Except as specified elsewhere in this Collective Agreement, the salary category of all teachers shall be as verified by the most recent evaluation of the Teacher Qualification Service or the Teacher Regulation Branch, if applicable.

- b. Speech/Language Pathologists shall be paid in accordance with the salary schedule in ~~B.1.7~~**B.1.10**.

Placement on the salary schedule for Speech/Language Pathologists shall be:

- i. at the category which is most nearly equivalent to the Category of teachers based on years of university level training in the discipline and
  - ii. at the experience level as determined by Articles ~~B.1.9.b~~**B.1.12.b** and ~~B.1.9~~**B.1.12.c** of this agreement.
- c. A teacher shall provide documentary evidence of Category change by October 31 for adjustment effective September 1 of the same year; and by February 28 for adjustment effective January 1 of the same year.
  - d. A teacher hired on Letter of Permission shall be paid at Category 4 Step ~~0~~**One** on the salary scale.

3. Renumber **Article B.1.9 Placement on Scale – by Experience** to **Article B.1.12 Placement on Scale – by Experience**.

4. Renumber **Article B.1.10 Increments** to **Article B.1.13 Increments**.

5. Renumber **Article B.1.11 Part-Time Teachers** to **Article B.1.14 Part-Time Teachers**.

6. Renumber **Article B.1.12 Special Increments** to **Article B.1.15 Special Increments** and amend as follows:

...

- d.
  - i. Article ~~B.1.12.b~~**B.1.15.b** above shall apply to full movement between Categories 4 and 5, provided such movement is accomplished within a total of five (5) consecutive years. The five (5) year limitation shall be extended under extenuating circumstances if agreed by the parties.
  - ii. Article ~~B.1.12.c~~**B.1.15.c** shall apply to full movement between Categories 5 and 5+, or to full movement between Categories 5 and 6, provided such movement is accomplished within a total of five (5) consecutive years. The five (5) year limitation shall be extended under extenuating circumstances if agreed by the parties.
- e. To qualify under Article ~~B.1.12.b~~**B.1.15.b** or ~~B.1.12.c~~**B.1.15.c** a teacher must provide documentary evidence that they are following a program approved by the Teacher Qualification Service or the Teacher Regulation Branch, if applicable. A teacher shall provide documentary evidence to prove movement towards the next category by October 31 for adjustment effective September 1 of the same year; and by February 28 for adjustment effective January 1 of the same year.

7. Renumber **Article B.1.13 Rate of Deduction** to **Article B.1.16 Rate of Deduction**.

8. Renumber **Article B.1.14 Partial Month's Teaching** to **Article B.1.17 Partial Month's Teaching**.

9. Renumber **Article B.1.15 No Cut Clause** to **Article B.1.18 No Cut Clause**.

10. Amend **Article D.21.7 TEACHER TEACHING ON CALL WORKING CONDITIONS** as follows:

7. The provisions of the following articles shall not apply to Teachers Teaching on Call:

Article B.11 Benefits

Article B.20 Outer Island Teachers

Article B.25 Relocation Allowance

Article C.5 Layoff, Recall and Severance

Article C.20 Employment on Continuing Contract

Article C.22 Change in Appointment

Article E.24 Transfers

Section G Leaves of Absence [except for Articles G.7 (TTOCs Conducting Union Business), and G.8 (TTOCs – Conducting Union Business Negotiating Team). Article G.6.1.b also applies when applying Article A.10 (Leave for Regulatory Business as ~~Perper~~ the ~~Teachers'~~ **Teachers** Act).]

11. Amend **Article E.20.4 POSTING VACANT POSITIONS** as follows:

4. During July and August the posting shall be extended by an additional seven (7) calendar days and vacancies shall be posted at the School Board Office and on the School District website with a copy to the Local and the Teacher Teaching on Call ~~representative~~ **Representative**.

12. Amend **Article E.23.12.a POSITIONS AND ASSIGNMENTS** as follows (add semi-colon):

a. job sharing and limited part time opportunities exist pursuant to Article C.22 (Change in Appointments);

13. Add new **Local Letter of Understanding. Re: School Calendar Regulation** dated October 2, 2024 and remove previous version dated November 25, 2020.

Date: \_\_\_\_\_, 2024



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For the Local



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For the Board

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For the BCTF

\_\_\_\_\_  
For the BCPSEA