

A Letter of Understanding made and entered into this 17th day of June, 2015

Between:

Board of Education of School District No. 79 (Cowichan Valley)

("the Board")

and:

Cowichan Valley Teachers' Federation

("the Federation")

and:

British Columbia Teachers' Federation

("BCTF")

and:

British Columbia Public School Employers' Association

("BCPSEA")

Without prejudice and precedent to the interpretation or application of provisions in the agreement dealing with the same or similar matters or the position of the parties in any other proceeding.

1. The parties are committed to maintaining secondary instructional contact time at 24 hours per week as per Article D.16.1.
2. The terms of this L.O.U. shall conclude June 30, 2016. The terms of this L.O.U. shall apply only to Cowichan Secondary School, Chemainus Secondary School, and Lake Cowichan Secondary School. All other schools continue to be covered by the current provisions of Article D.16 in the collective agreement.
3. If the 2015-16 timetable at Cowichan Secondary School, at Chemainus Secondary School, or at Lake Cowichan Secondary School consists of two (2) five (5) month semesters with four (4) classes per day, then teachers will agree to be assigned four (4) periods out of four (4) in one semester and three (3) periods out of four (4) in the other semester, such that the instructional contact time will not exceed 24 hours per week as averaged over each school year.
4. Teachers shall not be assigned nor eligible to accept more than seven (7) instructional blocks per school year.

5. A payment formula for teachers with part-time assignments, teachers returning from leave, or taking approved leave is attached as Appendix A.
6. A six (6) member committee composed of an equal number of Federation and Board representatives shall meet by November 30, 2015 to:
 - a. review examples of secondary timetable scheduling that maintain instructional contact time at 24 hours per week throughout the school year without averaging.
 - b. make recommendation to the Board and the Federation by February 28, 2016.
7. Any required payroll adjustments necessitated by this Letter of Understanding, to address overpayment or underpayment, shall be made at the end of each semester when possible or by June 30.
8. Either party, may upon 120 days notice prior to the end of the current school year, withdraw from this agreement for the subsequent school year.

C. Spilshury

Board of Education of
School District No. 79 (Cowichan Valley)

[Signature]

Cowichan Valley Teachers' Federation

[Signature]

Board of Education of
School District No. 79 (Cowichan Valley)

[Signature]

British Columbia Public School Employers'
Association

[Signature]

British Columbia Teachers' Federation

Appendix A

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

1. Appendix A applies to teachers who have an assignment in a secondary school that operates on a semestered 4 x 4 timetable.
2. Each block of instruction assigned to a teacher shall be considered as 0.143 FTE of a full year's assignment and annual salary as set out in Table 1 as follows:

Table 1

Number of teaching blocks	Posted Semester Job Assignment	Annual Salary Payment by FTE Assignment
1	0.286	0.143
2	0.572	0.286
3	0.858	0.429
4	1.143	0.572
5	N/A	0.715
6	N/A	0.858
7	N/A	1.000

(NOTE: Portions of blocks will be prorated according to Table 1.)

3. A part-time teacher who has an assignment that includes teaching blocks during each semester shall be paid based on the total number of teaching blocks for the school year.

Example 1: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned two blocks in Semester One and three blocks in Semester Two. That teacher is therefore assigned five blocks for the year. That teacher has a 0.715 FTE assignment for the year and would be paid at that FTE all year.

Example 2: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned one block in Semester One and one block in Semester Two. That teacher is therefore assigned two blocks for the year. That teacher has a 0.286 FTE assignment for the year and would be paid at that FTE all year.

4. A part-time teacher who is assigned teaching blocks in one semester only during a school year shall be paid according to the FTE of the teacher's annual salary-generated by the number of blocks assigned. That amount shall be paid over the five month period of the semester. The posted FTE shall be as defined in table 1.

Example 3: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned two teaching blocks for Semester 2. The teacher will be paid 0.286 FTE of the teacher's annual salary. That amount shall be paid over the five month period covered by the semester.

Example 4: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned four teaching blocks for Semester 2. The teacher will be paid 0.572 FTE of the teacher's annual salary. That amount shall be paid over the five month period covered by the semester up to 1.0 of the semester salary, any additional top up will be paid at the end of the semester.

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