

2019 - 2022

PROVINCIAL AND LOCAL MATTERS AGREEMENT

WORKING DOCUMENT

2019 - 2022

– Between –

**British Columbia Public School Employers' Association/
Board of Education for School District No. 78 (Fraser-Cascade)/**

“The Employer”

– and –

**Fraser-Cascade Teachers' Association/
British Columbia Teachers' Federation**

Effective July 1, 2019 - June 30, 2022

Please note: This working document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to School District No. 78 (Fraser-Cascade). In the event of dispute, the original source documents would be applicable

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PURPOSE

1. Both parties declare that the primary purpose is to provide the highest quality education and the best possible educational opportunities to all students in School District No. 78 (Fraser-Cascade). Both parties believe that a positive harmonious relationship and settled conditions between them will facilitate the realization of this purpose. To that end the Board and the Association agree to work cooperatively within the Collective Agreement to ensure fair treatment through consistent application of personnel practices due process and consultation. Both parties will endeavour to recognize their responsibilities and obligations to each other.
2. This Agreement is made pursuant to the *School Act* and Regulations, the *Labour Relations Code* and the *Public Education Labour Relations Act (PELRA)*

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2: RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer [Board of Education] in each district recognizes the Local [Fraser-Cascade Teachers' Association] in that district [School District No. 78 (Fraser-Cascade)] as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3: MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local [FCTA] at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5: COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
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 grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

4. Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the 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 shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- 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 during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7: EXPEDITED ARBITRATION

1. Scope

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan

- iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
-
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
 - c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
 - 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. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
 - i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
 - j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
 - k. Neither party shall appeal or to seek to review a decision of the arbitrator.
 - l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
 - m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.

- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 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 employer for the salary costs of any teacher employed to replace a teacher granted leave.
- 4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9: LEGISLATIVE CHANGE

- 1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- 2.
 - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
 - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- 3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).

4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be 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.11 to A.19 Reserved for provincial language

ARTICLE A.20: LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES

1. The Association School Staff Representative in the school to which the teacher is assigned, or the Association President or designate, shall attend a meeting between an Association member and an Administrative Officer if:
 - a. the meeting is or may become discipline related;
 - b. a matter evolves during a discussion that leads a teacher to believe that their rights under the contract might be violated. In this event the teacher reserves the right to suspend the meeting until a representative arrives;
 - c. requested by the teacher, where a teaching practice or teacher concern is to be discussed.
 - d. the Administrative Officer has reason to believe a representative of the Association should be present.
2. Upon notification to the Administrative Officer, the Staff Representative, or President or designate, shall be relieved of duties, without loss of pay, to participate in a grievance or arbitration procedure as provided for in this Agreement. Whenever possible, such activities

will be conducted outside of teaching duty hours.

3. The Association shall inform the Superintendent of Schools of Staff Representatives elected in each school.
4. It is understood that a teacher will not use this Article to unduly disrupt normal school operations.

ARTICLE A.21: STAFF COMMITTEES

1. Each school shall be entitled to develop a recognized school staff committee to foster communication and collegiality among teachers and administrative officers.
2. The committee may study and make recommendations to the staff and the Administrative Officer(s) on any matters of educational concern. In order to do so the committee shall have access, and the opportunity to review, reasonable and relevant information including school level budgets and financial information. Should a written recommendation of the staff committee not be implemented the Administrative Officer shall, if requested, give written reasons.
3. Failure to implement a recommendation of the committee is not subject to the grievance procedure.

ARTICLE A.22: EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the Agreement of the parties.
2. The Board shall notify the Association and provide a written job description of any new position(s) prior to posting.
3. A newly created position shall be included in the bargaining unit unless:
 - a. the position is excluded by mutual Agreement of both parties, or
 - b. the position is one of those found within the exceptions to the definition of employee as defined by the *Labour Relations Code*, or
 - c. the position includes those duties described in the appropriate job specific sub-sections of Section 5 of the *School Act* Regulations.

- d. The decision of the Labour Relations Board to exclude or include the position in the bargaining unit will include the consideration of:
 - i. The definition of “employee” in the *Labour Relations Code* and the functions that form the basis for exclusions;
 - ii. Whether or not duties outlined in the *School Act* and Regulations are being carried out.

ARTICLE A.23: NO CONTRACTING OUT

- 1. All work presently performed by the members of this bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
- 2. Except as mutually agreed upon between the Board and the Association, the Board shall not contract out duties of the type and kind normally and regularly performed by a member of the bargaining unit.

ARTICLE A.24: MANAGEMENT RIGHTS

Subject to this Agreement, the Association recognizes and affirms the right and responsibility of the Board to manage and operate the School District.

ARTICLE A.25: PRESIDENT'S RELEASE TIME

- 1. The Board hereby agrees to the release of the President of the Association from a percentage of their teaching duties--the percentage range to be determined by the Association as soon as possible; but, in any event no later than April of each year. The final percentage will be determined by the President in consultation with their Administrative Officer and will be guided by the school's timetable. In the event that emergent circumstances require a replacement for the President, due to their resignation or illness, the Superintendent shall be advised and a procedure consistent with the above shall apply. In the event a part-time teacher or teacher teaching on call requests leave under this Article, arrangements will be made consistent with this Article.
- 2. 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 the salary and benefits costs for the replacement teacher with the exception of Teachers' Pension Fund contribution.
- 3. For the purposes of sick leave, pension, increment and seniority, the President shall be deemed to be in the full employ of the Board.

4. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release, or to another position as provided for in this Agreement.

ARTICLE A.26: LOCAL NEGOTIATIONS

1. The Board shall grant leave with pay for up to five (5) members of the Association's Bargaining Committee whenever meetings with the Board's Negotiating Committee requires loss of instructional time.

ARTICLE A.27: DISTRIBUTION OF COLLECTIVE AGREEMENT AND POLICY BOOK

1. A copy of the complete Collective Agreement shall be provided for each teacher. The cost of printing sufficient copies shall be shared equally by the parties. The physical format shall be determined by mutual Agreement.
2. Each new teacher shall be given a copy of the collective Agreement at the time of hiring.
3. Each school shall have a copy of the Board's Policy Book in each staff room.

ARTICLE A.28: ACCESS TO AND USE OF SCHOOL FACILITIES

Following normal booking procedures, representatives of the Association shall have the right to access the worksite to conduct Association business. The Association shall have the right to utilize at no cost worksite facilities and equipment for that purpose, provided that such activities do not interfere with school activities. The Association shall reimburse the employer for equipment damage arising from Association activities.

ARTICLE A.29: BULLETIN BOARDS

A bulletin board will be provided by the Board in the staff room of each school for use by Association officials.

ARTICLE A.30: INTERNAL MAIL

The Association shall have reasonable access to the School District mail system for communications with its members.

ARTICLE A.31: PICKET LINE PROTECTION

1. All members covered under this Local Agreement have the right to refuse to work behind or cross a picket line as defined by the *Labour Relations Code*.
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 without pay.
4. The Board agrees that it shall not require teachers to perform duties or work normally performed by employees engaged in a legal strike or lockout or require teachers to direct pupils to carry out such duties.

ARTICLE A.32: TEACHER ASSISTANTS

1. The Board may employ persons other than teachers to assist teachers in carrying out their responsibilities and duties under the *School Act* and Regulations. Teachers' assistants shall be under the direct instructional supervision of teachers.
2. Teachers' assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of teachers but may assist teachers in the performance of the teachers' duties.
3. For the purpose of this Article the term "teacher" includes an administrative officer while performing teaching duties during the administrative officer's assigned instructional time.
4. It is desirable for teachers and teachers' assistants under their supervision to meet and conference.
5. Where new teacher assistants will be working under the supervision of one or more teachers, the teacher(s) involved shall have the right to participate in any interview and make recommendations.
6. Teachers will not be required to participate in the evaluation of any teacher assistants.

ARTICLE A.33: ACCESS TO INFORMATION

1. The Association may study and make recommendations on matters of educational or Association concern and shall have access to reasonable and relevant information within a reasonable time having regard to the circumstances.
2. The Board agrees to furnish to the Association the following information no later than

October 15, a list of teachers, showing their names, addresses, phone numbers, grid placement, seniority and staff assignment. The Board will not disseminate any telephone numbers or addresses of teachers who wish that information to remain private.

3. The Board agrees to provide to the President of the Association, within five (5) days, where practicable, notification of job postings, transfers, hirings, resignations, retirements, discharges, suspensions and of the fact that a teacher has been issued a less than satisfactory report.
4. Administrative Officers shall inform teachers of their assignments for the following year once they are known.
5. The Board agrees to furnish to the Association one copy of the following information:
 - a. Agendas and minutes of all regular Board meetings when issued.
 - b. The audited financial statements as approved by the Board in the form submitted to the Ministry of Education.
 - c. The preliminary and final budget as approved by the Board in the form submitted to the Ministry of Education.
6. The Association shall be entitled to participate in the Board's Budget consultation process prior to the Board's Budget submission to the Ministry.

ARTICLE A.34: COLLABORATION AND CONSULTATION

1. The Board and the Association agree that collaboration and consultation are important for the development of a positive labour-management relationship. To that end, the Board agrees to:
 - a. have representation on the Board's formal and ad hoc committees, consistent with other stakeholder groups;
 - b. meet with three representatives of the Fraser-Cascade Teachers' Association in Labour/Management meetings for the purpose of enhancing the relationship between the parties through informal discussion on topics of concern. The meetings are to take place at least quarterly.

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 were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teachers 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 retroactive 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%) increase 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.

[Note: The salary grids are found in Local Letters of Understanding, Appendix A of this document.]

ARTICLE B.2: TTOC PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. 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.
6. Rate of Pay:
 - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions

7. Teacher Replacements

Teacher replacements shall be paid:

Effective July 1, 2019	\$	181.19
Effective July 1, 2020	\$	184.82
Effective July 1, 2021	\$	188.51

ARTICLE B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

This article is not applicable in School District No. 78 (Fraser Cascade).

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 temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6: SALARY INDEMNITY PLAN ALLOWANCE

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. Personally Owned Professional Material

PCA Article B.7.2 is not applicable in School District No. 78 (Fraser Cascade). See B.7.3 below.

Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement

Local Provisions

3. When a teacher's property has been damaged by vandalism, the Board will reimburse the teacher in an amount equal to the deductible portion of their insurance or the cost of repairing the damage, whichever is less, subject to the following conditions:

- a. the maximum payment by the Board will be five hundred dollars (\$500.00) in each instance.
- b. the property was within the confines of School District #78 (Fraser-Cascade) or accompanying the teacher outside the District on any authorized school related activities;
- c. the circumstances indicate that the vandalism was school related. The teacher may be required to explain why they believe the incident to be school related.
- d. proof is provided that an insurance claim has been submitted and accepted.

4. When a teacher's property has been lost through fire, or damaged while on School Board property, the Board will reimburse the teacher in an amount equal to the deductible portion of their insurance or the cost of repairing the damage, whichever is less, up to a maximum of five hundred dollars (\$500.00), except for auto which will be one hundred dollars (\$100.00), provided that:

- a. the loss or damage is not the result of negligence on the part of the teacher claiming compensation;
- b. proof is provided that an insurance claim has been submitted; payment will not be made if the insurance claim is rejected for lack of proof.

ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN

This article is not applicable in School District No. 78 (Fraser Cascade). See Article B.9.

ARTICLE B.9: PAY PERIODS

This article is not applicable in School District No. 78 (Fraser Cascade). See Article B.9.4 below.

Local Provisions

4. Temporary Teachers/New Appointees

Annual salary shall be paid in ten (10) installments from September to June. Salary payment shall be made on the 30th of each month and a mid month advance of approximately half of the net salary will be paid on the 15th of each month. If the 15th or 30th falls on a weekend day, the salary payment shall be made on the preceding Friday.

5. Continuing Teachers

After completion of the first year of employment (or part thereof), annual salary shall be paid in twelve (12) installments from August to July. Salary payments shall be made on the 30th of each month and a mid month advance of approximately half of the net salary will be paid on the 15th of each month. If the 15th or 30th falls on a weekend day, the salary payment shall be made on the preceding Friday.

When paid employment ceases through termination, resignation, retirement or leave of absence prior to or at the end of the school year, adjustments for any unearned or earned salary will be made. Payment will be made at the end of the last month of paid employment providing that notice was given at least thirty (30) days prior to cessation of paid employment.

6. Teachers Teaching on Call and Teacher Replacements

Payment of salary, including travel allowances, for teachers teaching on call and teacher replacements will be made bi-weekly, with a five (5) day holdback.

ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. Provincial Article B.10.1 does not apply in School District No. 78 (Fraser Cascade). See Article B.10.6 below.

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. PCA B.10.4 is not applicable in School District No. 78 (Fraser Cascade).
5. PCA B.10.5 is not applicable in School District No. 78 (Fraser Cascade).

Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

Local Provisions

6. Business Travel Insurance Allowance

- a. Teachers who are required and received prior Board approval to use their personal vehicles in the course of Board business shall be reimbursed mileage at the rate as outlined in Board Policy. This does not include return travel from home to the regular place of work.
- b. Teachers who have applied for and been appointed to a position requiring two or more worksites shall be reimbursed one way mileage between the initial worksite and the second or subsequent worksites. Teachers who are required to report for duty at two or more worksites as a result of a District directed transfer or a District directed change of worksite shall be reimbursed return mileage between the initial worksite and the second or subsequent worksites.

ARTICLE B.11: BENEFITS

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No.9.
2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.

4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the coordination of benefits.

Local Provisions:

5. Benefit coverage will begin on the first day of the month following the month in which employment begins.
6. Notwithstanding the above, a teacher who is hired before the 1st day of September may elect, subject to carrier limitations and if not otherwise covered, to begin benefit coverage on September 1st. The teacher's share of the benefit coverage will be recovered from the September salary.

7. **Medical Services**

The Board shall pay eighty-five percent (85%) of the Medical Services Plan of British Columbia premium for teachers and such dependents as are approved in the Medical Services Plan of British Columbia constitution.

8. **Group Life Insurance**

- a. The Board shall pay eighty percent (80%) of the premiums of a mutually approved group life insurance plan (Plan B at three hundred percent (300%) of salary for all eligible teachers).
- b. Participation in the plan is:
 - i. voluntary for teachers who have been continuously on staff since January 1, 1970, and
 - ii. compulsory for teachers appointed to the staff after January 1, 1970.

9. **Dental Plan**

- a. The Board shall pay eighty percent (80%) of the premiums of a mutually approved dental plan offering one hundred percent (100%) Plan A, ninety percent (90%) Plan B and sixty percent (60%) Plan C (including adult) [orthodontic maximum to be two thousand five hundred dollars (\$2,500.00)]. Effective July 1, 2015, Plan C coverage is seventy-five (75%) and a lifetime maximum of \$5,000.00 per the provincial minimums.
- b. Participation in the plan is:
 - i. voluntary for eligible teachers who have been continuously on staff since January 1, 1978 and
 - ii. compulsory for eligible teachers appointed to the staff after January 1, 1978.

10. **Extended Health Benefits**

- a. The Board shall pay eighty-five percent (85%) of the premiums of the Provincial Extended Health Benefit Plan, to include:
 - i. Medical travel,
- b. Participation in the plan is compulsory.

Note: See Letter of Understanding No. 9, Appendix A

11. The Board shall pay one hundred percent (100%) of the premiums of a mutually approved Employee and Family Assistance Plan.

12. **Continuation of Benefits**

- a. When a teacher has exhausted their paid sick leave, the Board will continue coverage for the next three (3) months in the following benefit plans:
 - i. Dental,
 - ii. Extended Health,
 - iii. Medical,
 - iv. Group Life Insurance,
 - v. Employee and Family Assistance Plan.
- b. When a teacher with dependents dies in service, the foregoing provision will apply, subject to carrier limitations, except for Group Life Insurance, which will cease, and the EFAP, which will continue for two (2) years.
- c. When a teacher has been laid off as per Article C.5, the Board will continue to maintain coverage as outlined in Article C.5.6.
- d. When employment terminates at the end of June, if the teacher has completed a minimum of nine (9) months service with the Board immediately preceding termination, or is rehired for the following September, benefit coverage will continue until the end of the following September. Teachers with less than nine (9) months service will receive benefit coverage until the end of September but the portion paid by the Board shall be pro-rated on the basis of the term of employment.
- e. When employment terminates during the school year, benefit coverage will continue for three (3) months following the teacher's date of termination, but the portion paid by the Board shall be pro-rated on the basis of the term of employment for that school year.

13. Other Benefit Plans

- a. Upon written authorization, the Board will deduct the cost of coverage from the salaries of participating teachers in the Optional Term Life Insurance and Salary Indemnity Plan.

14. Death Benefits

- a. In the event of the death of a teacher, the Board shall pay twenty percent (20%) of the employee's annual salary in addition to any amount earned by the deceased up to the date on which they were last employed by the Board to be paid to a named beneficiary or otherwise to the teacher's estate.

15. Retirement Benefit

- a. A teacher who is fifty-five (55) years of age or older and who has at least ten (10) years service in the School District shall receive, as a retirement benefit, a percentage of their gross annual salary on retirement. This benefit shall only be paid following the teacher's retirement from the District and shall be based on the teacher's annual salary on the F.T.E. fraction for the last full month of service. (Retirement, in itself, shall not preclude a teacher from being included on the Teacher Teaching on Call list.)
- b. The benefit percentage shall be fifteen percent (15%).

ARTICLE B.12: CATEGORY 5+

1. Eligibility for Category 5+

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
 - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.
4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

ARTICLE B.13: BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' 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.14 to B.19 Reserved for provincial language

ARTICLE B.20: PAYMENT OF SALARY

1. **Basic Salary**
 - a. The basic salary schedule shall be that set out in Appendix "A" which is attached to and forms part of this Agreement.
 - b. The salary of the part-time teacher will be adjusted on a pro-rata basis to reflect the percentage difference between the part-time teacher's actual instructional time and that of the typical full time teacher in the same school.
 - c. The daily rate of pay for temporary and continuing teachers shall be 1/195 times

the gross annual salary of the teacher.

2. Placement on Schedule

a. Qualifications

Except as otherwise provided, placement on the salary schedule shall be in accordance with the Teachers Qualification Service.

b. Experience

Upon appointment to this District, teachers shall, following submission to the Board of supportive documentation, receive full credit for previous teaching experience in Canadian government supported and government inspected schools and in publicly funded schools in the Commonwealth and the U.S.A.

c. Beginning Teachers

A teacher with no experience will be placed at Step 1 of the appropriate scale for two (2) years.

d. Speech Pathologist

Speech pathologists shall be paid in accordance with the salary schedule established. Placement on the salary schedule shall be at the category and step which is most nearly equivalent to the category of teachers based on years of university level training in the discipline and years of actual experience in the field.

e. New Positions

In the event of new positions being created within the bargaining unit the salaries will be negotiated with the Association. In the event of disagreement the matter may be referred to grievance under Article A.6, Grievance Procedure.

3. Increments

a. Anniversary Date

Providing that a teacher has not reached the maximum salary according to their certification and experience, an increment shall be awarded on the completion of a further year of experience.

b. Years of Experience

Ten (10) months full time teaching or its equivalent as provided in subsection B.20.3(c) shall constitute a year of experience for increment purposes.

c. Part-time Experience

Part-time service shall count as teaching experience in proportion to the percentage of time employed. When the accumulated time is equal to ten (10) months full-time service, the increment provision in B 20.3(a) will apply. Part-time service, equated to full-time, may be added to periods of full-time employment of less than ten (10) months duration for accumulation towards years of experience.

d. Teacher Teaching on Call

Periods of full-time Teacher Teaching on Call teaching with the Board will accumulate for teaching experience, with twenty (20) days of Teacher Teaching on Call teaching equaling one (1) month experience. Teacher Teaching on call experience in other Districts shall not count as service.

Effective September 19, 2014 all TTOC experience will be accumulated in accordance with Article C.4 Teacher Teaching on Call Employment.

4. **Reclassification**

Reclassification of a teacher in consequence of additional training, and salary increase resulting from such reclassification will be as follows: When a teacher completes satisfactory training programs on or before August 31st in any year and presents documentary evidence from the Teacher Qualification Service before December 31st, that they have changed their certification, then any change in salary will be effective September 1st of that year. Furthermore, when a teacher completes satisfactory training programs on or before December 31st in any year and presents documentary evidence from the Teacher Qualification Service before April 1st that they have changed their certification, then any change in salary will be effective January 1st.

5. **Salary Protection**

No teacher presently on staff shall incur a reduction in basic salary because of the implementation of this Agreement.

ARTICLE B.21: ALLOWANCES

1. **Head Teachers and Department Heads**

- a. Head Teachers shall receive an allowance per annum, pursuant to Appendix B.
- b. An allowance per annum, pursuant to Appendix B, will be paid for each Board approved Department Head position at Hope Secondary School and Agassiz Elementary-Secondary School. A school may decide to split the Department Head

position between one or more teachers. Each teacher assigned Department Head duties shall receive a pro rata portion of the allowance.

- c. If the Board approves a Department Head position at Boston Bar Secondary School, the allowance shall be pursuant to Appendix B.
- d. By the end of the school year, the Association shall be notified of schools where a Head Teacher and/or Department Heads are to be appointed for the following year and at any time changes occur.

2. **Teacher-In-Charge**

- a. Both parties agree that it is desirable in each school to have a designated teacher-in-charge. The designated teacher-in-charge shall be selected from the applicants for this position.
- b. Where the Administrative Officer(s) or head teacher is away from the premises for more than one hour or the teacher has been requested to act, the teacher-in-charge shall assume day-to-day routine and emergent duties as required for a period normally not exceeding five (5) consecutive days. In circumstances where the designated teacher-in-charge cannot act, the Administrative Officer may appoint an alternate, with the consent of the alternate.
- c. A teacher teaching on call shall be provided where administrative duties are requested of the teacher-in-charge and shall be reflective of the administrative time of the absent Administrative Officer.
- d. A teacher-in-charge shall be paid an allowance, pursuant to Appendix B, for each day they act as teacher-in-charge. Where absences are half (1/2) a day or less, the teacher-in-charge shall receive half (1/2) a day's pay.
- e. Where the absence of the Administrative Officer(s) or head teacher is to be less than an hour and the absence is not communicated to the teacher-in-charge and as a result the teacher-in-charge does not assume the duties in (b), the teacher-in-charge shall not be subject to any liabilities or responsibilities of the duties in (b).

3. **Coordinators of Special Education and Alternate Programs.**

These coordinators shall receive an allowance per annum, pursuant to Appendix B.

4. **Geographical Allowance**

- a. The Board shall pay an annual geographical allowance, pursuant to Appendix B, to teachers on continuing or temporary appointments who live in Boston Bar or North Bend and are assigned teaching duties in Boston Bar Elementary-Secondary or North Bend Elementary Schools.

ARTICLE B.22: BONUSES

1. Professional Improvement Bonus

The Board shall pay a bonus of \$71.82 per credit, up to a maximum of eighteen (18) credits per calendar year. A teacher on a full year's leave may split the units over two calendar years, subject to the following;

- a. The courses must be approved by the Superintendent of Schools prior to commencement; and
- b. The teacher must have taught on a continuing or temporary contract in the District during the preceding year and must return to the employment of the District at the beginning of the next school term after obtaining such units of credit;
- c. The bonus shall be paid for equivalent non-credit as well as credit courses.
- d. A unit of credit shall be equated to an equivalent unit of credit at the University of the Fraser Valley (UFV).

ARTICLE B.23: DUTIES BEYOND THE SCHOOL YEAR

1. The daily rate of pay shall be 1/195th times the annual gross salary of the teacher.
2. Duties of a teacher that do not fall within the designated days of the regular work year shall be performed on a voluntary basis.
3. Teachers requested in writing by the Superintendent or designate to work during days outside of the regular work year shall be given equivalent time off or remunerated at the rate in B.23.1 for each day worked.

ARTICLE B.24: EMPLOYEE DONATIONS

1. The Board will maintain its status under the Societies Act for the purpose of issuing Income Tax Receipts for donations to the School District.
2. Any donation by a teacher to the district becomes the property of School District #78 (FRASER-CASCADE). Donations must be pre-approved by the appropriate Board official.
3. All donations by a teacher to the district will be verified on the appropriate form. A receipt that indicates the value of the donation is to be initialled by the appropriate Board official and attached to the form.

4. When a teacher presents the Employee Donation Form to the Board, a receipt will be issued for Income Tax purposes.

ARTICLE B.25: COMPUTER PURCHASE PLAN

1. The Board will provide an opportunity for members of the Association to participate in the "Computer Purchase Plan" on an annual basis. The annual District budget and the maximum individual amount for this program will be determined by the Board.
2. The purchase of any computer equipment under this plan will be paid by the Board and made as an interest free loan to Association members. Repayment of this interest free loan will be made in equal instalments by payroll deduction within the following school year. Should the Association member leave the employment of the Board during the repayment period, the balance of the loan outstanding would be due and payable on termination.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1: RESIGNATION

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
2. The employer shall provide the local with a copy of any notice of resignation when it is received.

ARTICLE C.2: SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

2. Porting Seniority

- a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

- b. Seniority Verification Process

- i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
- ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
- iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher Teaching on Call (TTOC)

- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

- b. For the purpose of calculating seniority credit:
 - i. Service as a teacher teaching on call shall be credited:
 - 1. one half (1/2) day for up to one half (1/2) day worked;
 - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
 - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

Local Provisions

6. Interpretation

- a. Seniority is defined as the employee's total length of service in the employ of the Board as a temporary or continuing teacher. Part-time teaching shall be counted as full time.
- b. In addition to the provisions of Article C.2.6.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When two or more employees are equal in seniority under Article C.2.6.a and C.2.6.b, the following conditions will apply:
 - i. The employee with the greatest total service, taking into consideration teacher teaching on call service in School District #78 (Fraser-Cascade) will be senior, if still equal...

- ii. the employee with the greatest continuing employment with the Board will be senior, if still equal...
 - iii. the employee with the earliest appointment date to the District will be senior, if still equal...
 - iv. the employee with the greatest length of service to another Board.
- d. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count towards aggregate length of service with the Board except:
- i. statutory maternity and parental leave and extended maternity leave;
 - ii. duties with the British Columbia Teachers' Federation, the Teacher Regulation Branch or the Association;
 - iii. secondment to the Ministry of Education, a Faculty of Education or a recognized teacher exchange program;
 - iv. sick leave;
 - v. educational leave for up to two (2) years to enrol in a post secondary institution;
 - vi. leave for elected office as a Member of Parliament or as a Member of the Legislative Assembly.
 - vii. Compassionate Care Leave pursuant to Article G.2.

7. Seniority List

A seniority list will be sent to the Association and to each school on or before October 15th each year. The list will set out the seniority position of all teaching staff, including those on leave of absence, as at September 1st of that year. Information regarding up-dating of the list will be available to the Association on request.

ARTICLE C.3: EVALUATION

1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

ARTICLE C.4: TTOC EMPLOYMENT

1. Experience Credit

- a. For the purpose of this article, a teacher teaching on call (TTOC) shall be credited with one (1) day of experience for each full-time equivalent day worked.
- b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.

2. Increment Date for Salary Grid Placement

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

ARTICLE C.5: TEACHING SECURITY

1. Seniority

Any reduction in the total number of teachers employed by the Board shall be done in accordance with the provisions of this Article.

2. Principle of Security

The longer a teacher is in the employment of the Board the greater their security of employment.

3. Necessary Qualifications

- a. The term necessary qualifications is defined as the reasonable expectation that the teacher will be able to deliver the service of the position satisfactorily considering their certification, training and/or educational experience.
- b. Should a teacher, who is to be laid off at the end of a school year for lack of necessary qualifications, successfully complete a university summer session, or other appropriate training or experience, then such teacher shall be deemed to have the necessary qualifications, always subject to successful completion of the appropriate course.
- c. The Superintendent of Schools shall decide, consistent with (a) and (b) of this section, whether or not a teacher possesses the necessary qualifications for a particular position.
- d. Should the teacher or the Association challenge the Superintendent's decision as to whether the teacher does or does not have the necessary qualifications, that question

shall be referred to the Grievance Procedure.

4. **Security of Employment**

- a. When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. Any teacher transfer or assignment under this Article shall be made pursuant to the provisions of Article E.28 and E.29.
- c. The Board shall give each teacher it intends to lay off pursuant to this Article, sixty (60) days notice in writing, such notice to be effective at the end of a school term (January 31 or June 30), and to contain the reasons for the layoff, details of recall rights, availability of benefits and of severance pay.
- d. Information on positions held by less senior teachers shall be provided to the teacher and to the Association at the same time as the receipt of a layoff notice.

5. **Teachers' Rights of Recall**

- a. Where a teacher is laid off pursuant to this Article or is entitled to recall under Article C.21, the teacher shall be placed on the recall list. When a position on the teaching staff of the District becomes vacant, the Board shall recall the teacher pursuant to Articles E.28 and E.29.
- b. A teacher who is offered recall pursuant to Article C.5.5.a shall inform the Board whether or not the offer is accepted within two (2) days of the receipt of such offer.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.5.5.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- d. A teacher's right to recall under this Article is lost:
 - i. if the teacher elects to receive severance pay under Article C.5.7 of this Agreement; or
 - ii. if the teacher refuses to accept two positions equivalent to that held at the time of layoff for which they possess the necessary qualifications; or
 - iii. if twenty-seven (27) months elapse from the date of layoff under this Agreement and the teacher has not been recalled.

- iv. if the teacher accepts a position with another school board the teacher shall be subject to recall but not severance pay.
- e. A teacher on the recall list is responsible for keeping the Superintendent of Schools informed of changes of name, address and phone number.
- f. Upon recall, a teacher shall retain their former recall status even though the recall assignment may be for a specified term and/or for an amount of employment different from the continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary or part-time assignments without jeopardizing the teacher's right to recall otherwise contained in this Agreement.
- g. A teacher recalled pursuant to this section shall be entitled to all sick leave credit accumulated to the date of layoff.
- h. The provisions of Article C.5.3 (Necessary Qualifications) shall apply to positions offered under this section.

6. Benefits After Layoff

- a. Where a teacher is laid off under this Article, the Board will continue to maintain coverage, and pay its normal share of the premiums, for a period of three (3) calendar months beyond the date of layoff for the following benefit plans, provided that the employee makes appropriate arrangements with the Secretary- Treasurer to pay their share of the premiums:
 - i. B.C. Medical Plan,
 - ii. Extended Health Benefits,
 - iii. Dental Plan,
 - iv. Group Life Insurance Plan,
 - v. Optional Term Life Insurance,
 - vi. Employee and Family Assistance Plan
- b. A teacher who retains rights of recall under Article C.5.5 above and who is not otherwise employed shall be entitled, if otherwise eligible, to continue their participation for a further twenty-four (24) months in the benefit plans listed in Section (a) above by prepayment monthly of the full cost of the premiums. If the teacher falls in arrears their right to participate is forfeited.

7. Severance Pay

- a. A teacher on continuing appointment who has more than one year of continuous employment with the Board and who is laid off, except a teacher who is terminated for cause pursuant to the *School Act*, may elect to receive severance pay during the twenty-seven (27) months following layoff. A teacher's time on the recall list does not count as continuous employment.

- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each full year of temporary or continuing service with the Board to a maximum of two (2) years' salary. Salary on which the severance pay is calculated shall be based on the teacher's salary at the time of the teacher's layoff.
- c. A teacher who receives severance pay pursuant to this section and who, notwithstanding Article C.5.5, is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.5.7.b, the calculation of years of service shall commence with the date of such re-hiring.

Article C.5 to C.19 Reserved for provincial language

ARTICLE C.20: NEW APPOINTMENTS/APPOINTMENT CHANGES

At the time of a teacher's appointment to the District, or changes in appointment or transfer, the Association will be given a copy of the letter of appointment or transfer.

ARTICLE C.21: APPOINTMENTS AND REVIEW

1. Employment on a Continuing Contract

- a. All teachers appointed by the Board to the staff of the District shall be appointed on a continuing appointment of employment except for:
 - i. temporary appointments made in accordance with this Agreement;
 - ii. continuing appointments under review made in accordance with this Agreement.

2. Temporary Appointments

- a. The Board may issue temporary appointments for a period of time not exceeding nine (9) consecutive teaching months:
 - i. to fill a vacancy arising during the school year,
 - ii. to fill a position that is temporarily vacant, for less than a year,
 - iii. to fill a position temporarily existing.
- b. At no time shall the number of F.T.E. teachers on temporary appointments exceed the number of F.T.E. vacancies under C.21.2(a)(i), (ii), and (iii).
- c. A teacher who is given a temporary assignment for more than nine (9) consecutive teaching months or temporary assignments of twelve (12) aggregate teaching months shall be placed on a continuing appointment.

- d. A teacher, who after completing nine (9) consecutive teaching months of service, or twelve (12) aggregate teaching months of service, whichever is earlier, is not offered an equivalent position for the subsequent school year or term will be placed on recall in accordance with Article C.5.5.
- e. The Board will provide the Association with a list of all teachers hired on temporary appointments, and a list of temporary positions, as they occur during the school year.
- f. Temporary appointments which are converted to continuing appointments, prior to the completion of nine (9) months of teaching service, shall be converted on the basis of seniority providing they possess the necessary qualifications for the position to be filled. The Superintendent shall notify the Association of any conversions prior to the effective date of the conversion.
- g. A teacher on temporary appointment who is appointed to a continuing appointment shall be subject to the provisions of Article C.21.4, Continuing Appointment Review, except where the teacher receives a satisfactory teaching report from this District.
- h. A teacher on temporary appointment may request a teaching report and has the right to receive a teaching report providing that at least six (6) months remain in the temporary appointment.

3. Term Specific Appointments

- a. A term specific position will be created for a period of up to ten (10) school months, subject to any agreement between the Association and the Board for a shorter or longer period.
- b. A term specific position will only be created to temporarily replace a teacher on leave of absence.
- c. In the event that there is a need to reduce the staff of the school or work location by an amount equal to or greater than the position held by the teacher going on leave then a term specific position will not be created.
- d. When a teacher on leave of absence returns they will be assigned to the position held prior to the leave, or to another position as provided for in this Agreement.
- e. The teacher filling the term specific position will be assigned to the position held prior to the leave, or to another position as provided for in this Agreement.
- f. If the teacher filling the term specific position does not have rights to return to a position in the district, they will be placed on the layoff/recall list at the expiration of the term or to another position as provided for in this Agreement.

- g. The acceptance of term specific employment does not bar teachers currently employed with the district from applying for other positions within the district prior to the start of the term specific employment or in accordance with Article E.28.11.

4. **Continuing Appointment Review**

- a. The Board may, during the first nine (9) months of a teacher's continuing appointment, exclusive of:
 - i. the months of July and August, and
 - ii. any break in service or leave of absence of one or more months, review their continuing appointment.
- b. No teacher's continuing appointment shall be reviewed without the filing of a formal teaching report, written by the principal, in accordance with Article E.21 of this Agreement, indicating less than satisfactory performance.
- c. In the event that the Board reviews a teacher's continuing appointment the teacher shall be provided with written reasons and specific recommendations and time lines for improvement. The teacher shall have the right to discuss the recommendations and time lines with the Superintendent or Assistant Superintendent or principal and to be accompanied by a representative of the Association.
- d. The review of a continuing appointment shall be effective until:
 - i. the Board rescinds the review;
 - ii. June 30th in the school year immediately following the school year in which the review was initiated;
 - iii. the teacher receives a satisfactory teaching report; whichever occurs earlier.
- e. During the review of a continuing appointment the Board may terminate the appointment provided that
 - i. the teacher shall have at least sixty (60) teaching days to implement the recommendations, and following this time
 - ii. the teacher has received a formal teaching report, written by the Superintendent or Assistant Superintendent, in accordance with Article E.21 of this Agreement, indicating less than satisfactory performance and
 - iii. if the Superintendent or Assistant Superintendent plans to recommend termination, the teacher has been given the right to meet with the Superintendent or Assistant Superintendent at which meeting, notice to be given from seven (7) to fifteen (15) days in advance, the teacher has the right to be accompanied by a member of the Association or B.C.T.F., and has the right to suggest alternatives to termination, and

- iv. the Board gives the teacher the right to attend, with a representative as in (iii), a Board meeting to respond to the recommendations in (iii) before the Board makes a decision to terminate.
- f. Notice of termination shall be given at least thirty (30) days in advance of termination.

ARTICLE C.22: PART-TIME EMPLOYMENT

1. A teacher with a continuing full-time appointment to the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, fraction of leave requested and the length of time for which the part-time assignment is requested. A primary class will not be shared by more than two (2) teachers. The Board shall not unreasonably refuse such a request.
2. When the Board grants a request pursuant to C.22.1, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the part-time assignment is made, normally at the end of the school year. The teacher may return to a full-time assignment at an earlier date with the consent of the Superintendent and the Administrative Officer.
3. A teacher with a part-time continuing or temporary appointment shall be entitled to other provisions pursuant to this Agreement. Specifically, a part-time teacher may request a full-time appointment and shall have rights to such appointment pursuant to this Agreement.

ARTICLE C.23: TEACHERS TEACHING ON CALL AND TEACHER REPLACEMENTS

1. A list of certificated teachers who have agreed to act as teachers teaching on call will be maintained and a copy forwarded to the Association in September and January each year. Teachers teaching on call must re-apply for inclusion on the list at the start of each year. Names will not be deleted from the list except for proper cause. A list of non-certificated individuals who have agreed to act as teacher replacements will be maintained. Teacher replacements must re-apply for inclusion on the list at the start of each year.
2. Whenever any teacher is absent and a teacher teaching on call is required, a teacher teaching on call will be provided, if available. If a teacher teaching on call is not available a teacher replacement will be provided, if available.
3. Notwithstanding Article C.23.2 above, in abnormal circumstances the Board may decide not to provide a teacher teaching on call or teacher replacement for every day of a teacher's absence, but such a decision will not be made without prior discussion with the Association where practicable.

4. Where a teacher requests, for educational reasons, a particular teacher teaching on call, the Administrative Officer shall make the appointment of the teacher teaching on call, if available. Should no teacher teaching on call be available, a teacher may request a particular teacher replacement, if available.
5. Subject to Article C.23.4 above, every attempt will be made to provide equal employment opportunities to those on the teacher teaching on call and then those on the teacher replacement list, on the understanding that those who live within the boundaries of School District #78 (Fraser-Cascade) shall be given priority.
6. When a teacher teaching on call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment. Where a teacher is absent for an indefinite time, the Board shall within the first five (5) days, determine which teacher teaching on call shall carry out the assignment. A teacher teaching on call's service shall not be considered broken by a Board approved non-instructional day, an administrator approved day for professional development, or an absence after completion of twelve (12) days in the same assignment, arising from the teacher teaching on call's illness or accident, which is not more than one (1) days duration. However, the day taken for such purposes must be made up. Proof of such illness or accident shall be supplied upon request.
7. Teachers teaching on call and teacher replacements will be paid bi-weekly with a five (5) day hold back.

ARTICLE C.24: MISCONDUCT

1. The Board agrees that it shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact immediately unless grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation. The reason for the investigation and any available reports or information from any agency that bear on the investigation, shall be made available to the teacher and the Association at the time of notification.
3. a. Where the Board considers that just and reasonable cause to dismiss or suspend a teacher may exist [other than a suspension to which Section 15(5) of the *School Act* reasonably applies--Section 15(5) may also apply to some offenses under Section 15(4)] the Board shall not, unless this provision is waived in writing by the Association or the teacher, suspend or dismiss the teacher unless it has, prior to considering this action, held a meeting of the Board and the teacher. When a teacher

may be suspended or dismissed, the President of the Association shall be informed immediately.

- b. Where a teacher is suspended under Section 15(5)--including offenses which are also covered under Section 15(4)--of the *School Act*, the Board shall, prior to taking further action under Section 15(7), hold a meeting as in C.24.3 (a) unless the right to such a meeting is waived by the Association or the teacher.
4. Whenever practicable, the parties shall attempt to agree on a press release when a teacher is suspended or dismissed.
5. Where the Board has suspended or is meeting to consider the suspension of a teacher, the Board shall, not less than seventy-two (72) hours before the meeting, provide the teacher with written reasons for the suspension. The teacher, at the same time, will be advised of the right to file a grievance under this Agreement.
6. Twenty-four (24) hours prior to the meeting, both parties shall exchange all documents that will be considered at the meeting.
7. The teacher shall be entitled to file a written reply to the allegation prior to the meeting.
8. At the meeting, the teacher shall be entitled to be accompanied by a member of the Association and by an advocate appointed by the Association or the British Columbia Teachers' Federation. The teacher and their representative shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to ask questions of clarification, or procedure and information.
9. The decision of the Board shall be communicated in writing and shall contain a statement of the grounds for the decision.
10. Notwithstanding the Grievance Procedure, where a teacher has been suspended or dismissed, the Association shall have the option of referring a grievance regarding the suspension or dismissal directly to arbitration.
11. It is understood that disciplinary action taken by the Board under any provision of the *School Act* may be subject to grievance.
12. If the meeting of the Board or the Arbitration Board or a court acquittal, a stay of proceedings or the dropping of charges followed by an Arbitrator's decision does not uphold the suspension or dismissal of the teacher, they shall be:
 - a. entitled, on request, to a letter on file exonerating the teacher and noting the facts, if appropriate;
 - b. reinstated with pay unless the two (2) parties agree to a different settlement or the Arbitrator rules otherwise;

- c. entitled to have all information regarding this case removed from all the files in the District except in the case of a stay of proceedings, in which case the material will be removed after a period of one (1) year.

ARTICLE C.25: DISMISSAL BASED ON PERFORMANCE EVALUATION

1. The Board shall not dismiss a teacher on the basis of performance unless the Board has received three (3) reports pursuant to Article E.21 (Evaluation) indicating that the learning situation, in the classes of the teacher, is less than satisfactory.
2. The reports in C 25.1 above shall be prepared in accordance with and be subject to the following conditions:
 - a. The reports shall have been issued in a period of not less than twelve (12) months or more than twenty-four (24) months.
 - b. Reports shall have been written by qualified evaluators. Qualified evaluators are the Superintendent, Assistant Superintendent, Director of Instruction and Administrative Officers, including Vice-Principals when authorized by the Superintendent. This does not preclude a qualified evaluator from another School District.
 - c. Reports shall be based on the evaluator's own observations.
 - d. When a teacher receives a less than satisfactory report from a school based Administrative Officer, the next report shall be written by a different qualified evaluator, not based in the same school.
 - e. The second report writer shall not read the report of the first report writer, nor shall they discuss the report or the work of the teacher in question with the first report writer.
 - f. Should the second report also be less than satisfactory, the next report shall be written by a Superintendent or Assistant Superintendent, provided that they did not write the second report. It is understood that this evaluator will have read the preceding reports and may have offered advice with respect to improving the teaching situation; however, after receiving the second report, the Superintendent or Assistant Superintendent shall proceed, without further collaboration, to write their report.
 - g. If a teacher believes they have a reasonable apprehension of bias with respect to an evaluator, the teacher may request the Superintendent to assign a different evaluator.

3. In the event that a teacher receives a less than satisfactory report, the teacher may request and shall be granted a leave of absence of up to one (1) year. In such a case, subsequent evaluation shall be undertaken not less than two (2) months nor more than six (6) months after the teacher has returned to duty and undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence.
4. Where the Superintendent intends to recommend dismissal of a teacher on grounds of a less than satisfactory teaching situation, they shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent within a period of five (5) to ten (10) school days of such notice.
5. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within a period of ten (10) to fifteen (15) school days of such notice.
6. Where, subsequent to such a meeting in C.25.5, the Board decides to dismiss a teacher for less than satisfactory performance, it shall issue notice of dismissal at least one month prior to the termination date, setting out the grounds for such action.

SECTION D WORKING CONDITIONS

ARTICLE D.1: CLASS SIZE AND TEACHER WORKLOAD

Note: This table is a summary of the K-3 class size limits and is provided for reference only. The parties must refer to the language in full when applying the collective agreement. In particular, parties should review Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language (“LOU No. 12”) Class Size provisions – paragraphs 6 – 9.

Grade	Class Size Limits	Source of Class Size
Kindergarten	Shall not exceed 20 students	LOU No. 12
Grade 1	Shall not exceed 22 students	LOU No. 12
Grade 2	Shall not exceed 22 students	LOU No. 12
Grade 3	Shall not exceed 22 students	LOU No. 12

Local language:

East Side

1. The common goal of the Board and the Fraser-Cascade Teachers' Association is to provide the pupils in the Fraser-Cascade schools with the highest quality of instruction.
2. Both parties recognize that conditions must exist under which teachers are able to:
 - a. determine individual needs and learning styles of pupils;
 - b. adapt programs accordingly;
 - c. prepare adequately for instruction;
 - d. evaluate and monitor student progress;
 - e. maintain necessary contact with parents, administrators appropriate social and health agencies and auxiliary personnel;
 - f. keep appropriate records.
3. In support of the conditions listed in D.1.2 the Board recognizes the following goals in class sizes.
4. Class Size

a. Special Class	10 students
b. Intermediate Ungraded Split (4,5,6,7)	28 students
c. Intermediate (4,5,6,7)	30 students
d. Lab Sciences	24 students
e. Shop	24 students
f. Modified Class (Secondary)*	16 students
g. Communications 11/12	24 students
h. Home Economics Labs Ind. Ed./Art	24 students

- i. Any Other Class (4-12) 30 students
- j. Total Secondary Weekly Teaching Load 196 students

*Modified class (Secondary) includes Mathematics 8 Modified, English 8 Modified, English 9 Modified, English 10 Modified, Science 8 Modified, Science 9 Modified, Science 10 Modified and Socials 8 Modified, Socials 9 Modified, Socials 10 Modified and Socials 11X.

[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.]

5. The Parties recognize that a lower number of students is desirable in multi-grade classes and therefore ~~the school based team, D.2.2,~~ shall take this factor into consideration by at least one (1).
6. Unique groupings of students varying from the class size stated above may be created at the initiative of the teachers involved to fulfill particular educational purposes.
7. The integration of students with special needs who fall into the categories for which Function 3 funds are provided, excepting Gifted & Talented, will result in smaller class size by at least one than the numbers listed above. In any case the number of Function 3 students, excepting Gifted & Talented, in any one class shall not exceed three (3). If there are three (3) Function 3 students in a class the size will be reduced by at least two (2) from the numbers listed above.

West Side

8. The Association and the Board recognize the following limits in class sizes:

Special Class	15
I.E. Shops & HomeEc. Food Labs	24
Sec. Humanities (Eng/Socials)	30

[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.]

[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).]

9. Individual band, choir and physical education classes may exceed the limits for class size at the request of the teacher.
10. Special consideration will be given to the size of split classes.

ARTICLE D.2: CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

East Side

1. A school based team consisting of the teacher, school principal, resource personnel and associate professionals shall be consulted about the identification of special needs students and shall determine the placement of, and resources for, the integration of students in their class to ensure that these are appropriate to the special needs of such students in their class. Release time for consultation, support services and in-service to meet the teacher's requirements shall be planned for at these meetings.
2. Notwithstanding the above sections, a teacher who is concerned that the physical environment of their class seriously affects normal expectations for student learning, after the concern(s) have been raised with the school-based team, and the concern(s) remain unresolved, the teacher has the responsibility to bring those concerns to the attention of the principal of the school, the school staff committee, and an Association representative. The procedures set out in D.2.3 shall be followed without delay if the matter cannot be resolved to meet the concerns of the teacher.
3. Procedure
 - a. Step 1

The teacher shall meet with the principal, with or without another member of the school staff, to resolve the concern.
 - b. Step 2

In the event that the concern of the teacher is not resolved at Step 1, then the teacher, together with an Association representative shall meet again with the principal who shall have in attendance the Superintendent or designate.

The Superintendent or designate shall act on behalf of the Board and shall have authority from the Board to resolve the concern in the shortest possible time.
4. General Provisions
 - a. Following resolution under D.2.3.b, the Association shall assist in the implementation of any organizational changes in the reallocation of resources within the school or District which may be deemed by the parties to be necessary to resolve the concern.
 - i. These changes may include a more equitable distribution of students to classes or a change to the physical environment. In some cases all or a combination of these factors may be necessary.

West Side

5. The Board and the Association agree that students with exceptional educational needs should be served in regular classrooms in neighbourhood schools whenever possible.
6. **Identification and Placement**
The identification and placement process for the child to be integrated shall involve consultation among appropriate District Staff, teachers, and administrators who will be affected, and the child's parents/guardians.
7. **Resource Requirements**
The extent of human resources necessary to meet the needs of the child to be integrated shall be determined by appropriate District staff in consultation with teachers and administrators affected, and the child's parents/guardians. Where practicable, arrangements for these resources to be available shall be made prior to placement.
8. **Class Size and Composition**
Class size and class composition shall be given consideration by District Staff, teachers and administrators affected when classroom placement is to be determined for a student with exceptional needs.
9. **Education Assistants**
Appropriate education assistant time shall be allocated by the District staff in consultation with the school administrator and teacher to assist in the classroom in which the student with exceptional needs is placed.
10. **Release Time**
On approval of the Administrative Officer teachers of integrated children will be given release time from the instructional day, as required, to determine needs of students, to consult with other staff and/or resource persons and to evaluate program effectiveness on an ongoing basis.
11. **Program**
The educational program for the integrated child shall be jointly established by the teacher(s) and the Administrative Officer concerned in consultation with parents/guardians and District Staff.
12. **In-service - Professional Development**
When practicable, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements.

ARTICLE D.3: NON-ENROLLING STAFFING RATIOS

Note: This table is a summary of the provincial non-enrolling teacher staffing ratios and is provided for reference only. The parties must refer to Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language (“LOU No. 12”) in full when applying the ratios.

Where the ratio below is from a source other than LOU No. 12, it is a lower ratio and has replaced the ratio in LOU No. 12.

Position	Ratio	Source of ratio
Teacher Librarian	1:569 students	Former LOU No. 3 (1999)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:417 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:286 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:48.8 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4: PREPARATION TIME

This article is not applicable in School District No. 78 (Fraser Cascade). See Article D.23 Instructional and Preparation Time.

ARTICLE D.5: MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
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. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6: ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid

modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

Article D.7 to D.19 Reserved for provincial language

ARTICLE D.20: SCHOOL/WORK YEAR

1. The regular work year for teachers shall be all days in session commencing the Tuesday following Labour Day and ending the last Friday in June excluding Saturdays and Sundays, Statutory Holidays, Christmas Break and Spring Break.
 - a. The first day of Christmas Break shall be the Monday preceding December 26. School shall re-open on the Monday following January 1 except when January 1 is a Sunday and school shall re-open on the following Tuesday.
 - b. The first day of Spring Break shall be the third Monday in March and school shall re-open the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall re-open on the Wednesday following Easter Monday.
2. The regular work year for teachers shall include:
 - a. a minimum of five (5) non-instructional days (pursuant to Article F.21) to be used for teacher professional or staff development activities:
 - i. Non-instructional days shall be considered as instructional days for salary purposes.
 - ii. Where an Administrative Officer or District Administrator requests a teacher to take part in professional development activities during the school holidays, and the request is agreed to, the teacher will be compensated with an equivalent amount of time off on the non-instructional days in the following year.
 - b. one (1) full day or two (2) half-days for student/parent/teacher interviews.
3. It is understood that the regular work year will include:
 - a. a year-end administration day available for year-end administration, including parent conferencing;
 - b. an abridged day on the first and second last day of instruction.
4. The above language is preserved in anticipation that should legislation or regulation be enacted that either party believes would be in conflict with the above Article, the parties will meet pursuant to Article A.9, Part One, to negotiate an alternative.

ARTICLE D.21: REPORTING TO PARENTS

1. In each school year, five (5) reports to parents are required. Three (3) of these shall be formal, written reports. Two (2) shall be informal. The format of the informal reports shall

be as determined by the school staff and shall be consistent with Ministry and Primary Program Guidelines.

2. This does not preclude a teacher from determining to report more than five (5) times.

ARTICLE D.22: HOME EDUCATION

1. A home schooled student is a child who is provided with an educational program solely by the parent and shall have access to educational services as provided in the *School Act*.
2. A teacher normally assigned responsibility for provision of educational services to home schooled students shall be a teacher with District educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home school students shall be given reasonable time to enable them to provide such services.

ARTICLE D.23: INSTRUCTIONAL AND PREPARATION TIME

1. Each full time elementary teacher's weekly instructional hours (part-time teachers' time to be pro-rated), exclusive of regular noon intermissions, shall not exceed twenty-five (25) hours inclusive of:
 - a. ninety (90) minutes of preparation time. (One hundred (100) minutes effective September 17, 2014 and one hundred ten (110) minutes effective June 30, 2019.)
 - b. daily recess.
2. Each full time secondary teacher's weekly instructional hours exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours inclusive of:
 - a. twelve and one-half percent (12.5%) preparation time.
 - b. change periods and homerooms.
3. The use of preparation time is at the professional discretion of the teacher. Normally preparation time will be used at the worksite; or the teacher will give notification to the Administrative Officer. Preparation periods shall not be for periods of less than thirty (30) minutes unless there are extenuating circumstances that prevent this from occurring.
4. When a teacher agrees to a request by an Administrative Officer to substitute during their assigned preparation time, the teacher shall be compensated with the provision of money or the equivalent preparation time at a time mutually agreed upon by the Administrative Officer and the teacher. At the time the request is made the teacher shall indicate their

preference for either money or time in lieu. The Board will attempt to honour the preference of the teacher.

ARTICLE D.24: NOON AND OTHER SUPERVISION

1. No teacher shall be required to perform noon supervision.
2. The maximum supervision duty which may be required of any teacher shall be fifty (50) minutes in any one week and on average forty-five (45) minutes per week. This shall not apply to Yale, where teachers shall not be required to supervise prior to school opening. There shall be no increase in the amount of supervision duties assigned as a result of this provision.
3. Supervision duties within a school shall be assigned equitably.
4. Kindergarten teachers are entitled to supervision-free recess on the same basis as the other elementary teachers in the same school.

ARTICLE D.25: BUDGET PROCEDURES

The Board will forward to the Association public documents pertaining to the budget for School District #78 (Fraser-Cascade) as soon as possible after their becoming available.

ARTICLE D.26: HEALTH AND SAFETY COMMITTEE

1. A District health and safety committee, with sub-committees in each place of work, will be established by the Board.
2. The committees shall be composed of members representing the Board and all employee groups. Board representatives shall not outnumber employee representatives.
3. The chairperson and secretary shall be elected by committee members. Where the chairperson is an employer member the secretary shall be a worker member and vice versa.
4. The Health and Safety committees shall assist in creating a safe and healthful place of work and learning by ensuring that adequate health and safety practices are developed and followed.
5. The District committee will:
 - a. promote compliance with health and safety regulations and standards and with the spirit and intent of the *Workers' Compensation Board Regulations*.

- b. encourage health and safety consciousness among School District management and supervisory personnel, teachers, employees, students and members of the public using School District facilities.
 - c. review sub-committee reports, accident reports, WorkSafe reports, and other health and safety related reports brought to its attention and, where appropriate, make recommendations to the Board.
 - d. make every reasonable effort to ensure that all school facilities are clean and temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
6. The sub-committees shall investigate all accidents and report as required by the School District or WorkSafe Regulations, accompany WorkSafe, Fire Marshall, Health or other inspectors during inspections, conduct periodic inspections of facilities for which they have a responsibility with a view to noting potential health and safety hazards, and make recommendations to the District Committee when appropriate.
 7. The sub-committees shall meet monthly.
 8. The District Committee shall meet quarterly with FCTA and CMAW representatives at a mutually agreeable time.
 9. Minutes of committee meetings shall be prepared and distributed to employee groups and the Secretary-Treasurer.
 10. The District Health and Safety Committee may make an inspection of a worksite:
 - a. if requested by a sub-committee, or
 - b. of its own volition.

ARTICLE D.27: EXTRA-CURRICULAR ACTIVITIES

1. Extra-curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curriculum.
2. While the Board and the Association agree that extra-curricular activities are an important aspect of school programs for pupils, and encourage participation in extra-curricular activities, it is recognized that extra-curricular activities are performed by a teacher on a voluntary basis.
3. For purposes of liability, while involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board and therefore covered by the Board's liability insurance.

4. Administrative Officers may make general requests to staffs to indicate areas of extra-curricular activities where assistance is desired.

ARTICLE D.28: ASSIGNING STUDENT MARKS

1. The Board and Association agree that, after due consideration and consultation, the teacher will assign the final marks or grade to the student's records or profile.
2. If student records or profiles are changed, the teacher will be advised and the record or profile will clearly indicate who has changed the record or profile.
3. If requested by the teacher, the Administrative Officer will provide reasons for the change.

ARTICLE D.29: TEACHER INVOLVEMENT IN RENOVATIONS OR NEW SCHOOLS

1. When new school construction or major school renovations are planned in the School District that affect a teacher's working environment, the Association shall be involved in the planning process.
2. When minor renovations are planned which affect a teacher's working environment, the teacher(s) shall be consulted unless this is not feasible; e.g. projects involving standard issue, Ministerial direction or projects initiated during the school break periods.

ARTICLE D.30: STORAGE SPACE

Teacher requests for adequate storage equipment will not be unreasonably denied.

ARTICLE D.31: STAFF MEETINGS

1. The Administrative Officer has the right to schedule staff meetings.
2. Staff meetings shall be limited to one per month unless a majority of the members approve otherwise.
3. Teachers are required to attend staff meetings. However, where a teacher is unable to attend a staff meeting due to medical or other excusable reason, they shall contact the Administrative Officer to explain.
4. Whenever possible such meetings shall be scheduled in advance and on regular school days. Staff meetings shall not occur other than on prescribed school days.

5. A meeting agenda shall be published/circulated in advance, provide space for other business and staff members shall have the right to submit items for consideration.
6. Written minutes of staff meetings shall be kept and circulated to all staff members.
7. Staff meetings should not normally occur during times when classes are in session.
8. Staff meetings shall not normally commence prior to classes. Staff meetings shall be convened as soon as practicable after dismissal of pupils and will not last longer than one and one-half (1 1/2) hours unless a majority of members approve otherwise for the purpose of dealing quickly with a few remaining items.

ARTICLE D.32: SCREENING FOR TUBERCULOSIS

1. All new teachers are required to undergo tuberculin testing within one (1) month of appointment. Subsequent testing shall be as recommended by the School Medical Health Officer.
2. Teachers objecting to the requirements set out in this Article may have their objections reviewed by obtaining a letter from their personal physician stating that a specific test or immunization procedure would be detrimental to their health or well-being.

ARTICLE D.33: TREATMENT OF STUDENTS WITH MEDICAL PROBLEMS

1. No teacher shall be required to administer medication to students or perform other medical procedures that must be carried out to address a student's medical problem.

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. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

3. Resolution Procedure

a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;

- (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request:
 - (1) that the investigator shall be of the same gender as the complainant; and/or
 - (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

Where practicable the request(s) will not be denied.
- v. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

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. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.

- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
 - iv. No discipline of any kind would be imposed on the respondent; and
 - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This

awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
 - iv. outlining strategies to prevent harassment and sexual harassment;
 - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
 - vi. understanding malicious complaints and the consequences of such;
 - vii. outlining any Board policy for dealing with harassment and sexual harassment;
 - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

Article E.3 to E.19 Reserved for provincial language

ARTICLE E.20: NATURAL JUSTICE

1. Complaints received concerning the conduct of a teacher will be dealt with in the following manner:
 - a. The complainant will be referred to the teacher concerned for resolution of the complaint.
 - b. If the complainant refuses to meet with the teacher or, if resolution is not achieved in step (a), the complainant will be referred to the Administrative Officer who will arrange a meeting with the teacher, the complainant and the Administrative Officer. Any action will be taken within forty-eight (48) hours.
 - c. If, after the meeting in Step (b), resolution is not achieved, the complainant will be referred to the Superintendent of Schools--the teacher will be notified--and any action will take place within forty-eight (48) hours.
 - d. If resolution is not achieved in Step (c), the complainant will be referred to the Board Committee of the Whole, which will meet with the complainant and the teacher and will make a recommendation to the Board for final resolution--the teacher will be notified--and any action will take place within ninety-six (96) hours.

2. In Steps (b), (c) and (d) the teacher will be provided an opportunity to present their case and be accompanied by a member of the Association or the British Columbia Teachers' Federation.

ARTICLE E.21: EVALUATION

Also see Article C.3 Evaluation

All evaluation reports on the work of a teacher shall be in writing and such reports will be subject to the following conditions:

1. Each report shall be based on data collected from not less than three (3) nor more than six (6) formal classroom observations, unless agreed upon by the teacher and the evaluator. Criteria applied shall relate to aspects of the learning situation over which the teacher has control and responsibility.
2. At least twenty (20) days prior to commencing observations, the evaluator shall meet with the teacher to discuss the purposes of the evaluation, the timespan, a schedule of the observations and the criteria and standards to be used (the criteria shall be those stated in Appendix C). Where the teacher requests an extension, such an extension will not be unreasonably denied. The teacher has the right to select at least half the observation times. The observation process shall normally take two (2) months unless there is mutual Agreement to modify that period. Evaluation of teaching reports must be completed in the school year in which they are initiated.
3. There will be pre and post observation conferences between the teacher and the authorized evaluator. The pre-observation conference shall take place one (1) to five (5) days before the observation and the post conference shall take place on the day of the observation or the day following. The length of an observation may be up to seventy-five (75) minutes. These time-lines may be amended by mutual Agreement.
4. Any written report that identifies weaknesses shall include constructive suggestions for improvement and the teacher and the evaluator shall jointly develop any necessary plan of action. The teacher has the right to be accompanied by another teacher at this stage.
5. Involvement or non-involvement in extra-curricular activities is outside the scope of an evaluation report.
6. The teacher shall be given a draft of the report within fourteen (14) days of the final observation and at least seventy-two (72) hours prior to the preparation of the final copy. They shall have the opportunity to meet with the evaluator in the company of a representative of the Association to discuss and propose changes to the draft. The final report will be issued no later than May 31, unless an extension results under sections E.21.1 and/or E.21.2, in which case the final report will be issued no later than June 15th.

7. Subsequent to the receipt of the final report, the teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
8. In the event that a teacher receives a less than satisfactory report the Association shall be notified in writing.

ARTICLE E.22: SCHOOL ASSIGNMENT

1. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher.
2. A staff meeting (or staff meetings) shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year.

ARTICLE E.23: FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board and if:
 - a. an investigation has been undertaken by the Board and the Board has determined the accusation is not true on the balance of probabilities, or
 - b. an Arbitrator finds the accusation to be false, or
 - c. a court acquittal, a stay of proceedings or the dropping of charges is not followed by an Arbitrator's decision upholding the accusation;
2. Then the teacher shall be entitled to the following:
 - a. All information in files in the District which deal with the case may be reviewed by the teacher and be removed if they so desire. In a situation where a stay of proceedings has been issued, all the information will remain on file for a period of one (1) year from the stay of proceedings. If, within that year, the matter is not pursued the information will be destroyed.
 - b. The teacher and the teacher's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations.

- c. When requested by the teacher, the teacher shall be assisted by the Board in assuring a successful return to teaching duties. The assistance can include:
 - i. a leave of absence with pay for a maximum of fifteen (15) teaching days; any additional leave time will be at the discretion of the Superintendent and may be paid or unpaid;
 - ii. notwithstanding Article E.28.6 of this Agreement, priority for transfer to a vacant position;
 - iii. provision of factual information by the Board to parents of the school community, as approved by the teacher.
- d. The teacher may apply to the Board for indemnification of any costs associated with the allegations arising out of the performance of their duties to the Board.
- e. When the Board has concluded that the allegation is mischievous or malicious then it will consider discipline where the accuser is a student of or an employee of the School District and will consider appropriate action where a parent is involved.

ARTICLE E.24: NON-DISCRIMINATION

There will be no discrimination against any applicant to a position covered by this Agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, gender or sexual orientation, religious or political affiliation, national origin, marital status, whether they have children, or because they are participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

ARTICLE E.25: TEACHER FILES

1. There shall be only one (1) file kept at the District Office for each teacher. Documents relating to the payment of salary may be kept in a separate file maintained by the Secretary-Treasurer. Files shall be maintained under secure conditions in the District Office.
2. Unless permission is granted by the teacher, only the Superintendent of Schools or designate may have access to the contents of that teacher's file. If that permission is granted to an individual--the request must be in writing--that individual will indicate, by a dated signature, that the file was in fact inspected. "Designate" shall be the Assistant Superintendent or the Secretary-Treasurer, or any counsel the Board involves in grievance discussions with respect to the teacher.

3. After receiving a request from a teacher to inspect their own file during normal business hours, the Superintendent or any District Office staff, shall forthwith grant access to that teacher's file.
4. An appropriate Board official or District Office staff person shall be present when a teacher reviews their file and the teacher may be accompanied by an individual of their choosing.
5.
 - a. The Board agrees that only material which the teacher has seen will be placed in the file. Only material which is relevant to the employment of the teacher and which has been verified shall be maintained in the teacher's file. In the event that the appropriate Board official and the teacher do not reach agreement and the specified material is not removed, a grievance may be filed pursuant to the Grievance Procedure.
 - b. Subject to E.25.5 (a), where a letter of reprimand is placed in a teacher's file, the teacher may request to have the letter(s) removed five (5) years after filing. The letter will be removed provided that no further letters of reprimand have been subsequently filed. Letters of reprimand for incidents of a minor nature may be removed two (2) years from the date of filing if so requested by the teacher, provided that no further letters of reprimand have been subsequently filed.
6. Any legal request for access to or information from a teacher's file, by an outside agency, will result in the notification of the teacher involved within twenty-four (24) hours, unless a legal restriction applies.
7. Information relating to a teacher kept at a school by an Administrative Officer shall be subject to the guidelines above. In this case the Administrative Officer shall act as the Superintendent's designate. When the teacher or incumbent Administrative Officer resigns, transfers or retires, the information in the file will be retained, amalgamated with the District Office file, or destroyed. Information may be retained in the Administrative Officer's file or amalgamated with the District Office file, if the teacher, after meeting with the Administrative Officer, indicates that specific information is permitted to remain or be amalgamated.

ARTICLE E.26: RACISM

1. The Board does not condone and will not tolerate any expression of racism.
2. Any written allegation of racism within the School District will be investigated by the Superintendent or local designate. The complainant will be advised of the results of the investigation so that they may consider further action.

ARTICLE E.27: SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board Bylaw of a decision of a teacher covered by this agreement, or in connection with or affecting such a teacher;
 - a. the teacher and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
 - c. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board may refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or Bylaw 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 teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.28: POSTING & FILLING

1. Teachers may apply for transfer to any vacant position posted pursuant to Article E.29 or this Article.
2. The filling of vacancies by transfer shall be pursuant to this Article.
3. A vacancy is a newly created or existing continuing or temporary teaching position to which a teacher is not assigned. For each school year the Board will determine:
 - a. the number of teaching positions in each school and
 - b. the number of teaching positions in the District.
4. Transfer qualifications are defined as the possession of a valid B.C Teaching Certificate, or equivalent for associated professionals, and satisfactory teaching experience in a similar teaching position and training related to any teaching area which comprises thirty-five percent (35%) or more of the assignment of the vacant position. Training for the position may be acquired through successful completion of summer session courses prior to the commencement of the duties of the vacant position.

5. All vacancies, including job descriptions as determined by the Superintendent of Schools, shall be posted in all schools and centres of the School District within one week of their becoming known, pursuant to E.28.3. Vacant positions shall be posted in all schools and centres of the School District for at least two (2) full school days before they are filled. The Staff Representatives shall be informed at the time of the posting. Vacancies posted during the Summer Break must be posted for ten (10) days. All teachers will be informed of postings and shall be contacted by the Board by email or phone, provided the teacher can be reached at a phone number left with the Board. Vacancies posted during the last seven (7) working days of August will be posted for three (3) working days in consultation with the Fraser-Cascade Teachers' Association. The Association shall also be notified at the time of the posting. The time allowed for acceptance of a position under this Article shall be forty-eight (48) hours except where a longer period of time is agreed to by the Board.
6. The Board shall fill vacancies in the following priority:
 - a. the teacher returning from leave of absence from the vacant position;
 - b. a continuing teacher or a teacher on the recall list requesting transfer or assignment, provided that the teacher has transfer qualifications relative to the vacant position, in order of seniority;
 - c. if one or more teachers are on the recall list, a continuing teacher or a teacher on the recall list requesting transfer or assignment, provided that the teacher has necessary qualifications relative to the vacant position, in order of seniority;
 - d. a continuing teacher transferred on the initiative of the Board subject to Article E.29 (Transfers Initiated by the Board);
 - e. where a senior applicant is not transferred pursuant to this section, the teacher and the Association shall be notified in writing of the reasons for not being transferred to the vacant position for which they applied and such notification shall come prior to proceeding further through this Article. This notification is to allow the teacher and the Association an opportunity to raise any concerns and replaces Step 2 of the Grievance Procedure. Teachers who have been denied a position pursuant to this Article will be notified by phone or sent a registered letter prior to the position being advertised outside the District.
7. If the vacant position is not filled as a result of E.28.6 then the following process will be followed:
 - a. in-District applicants, that is:
 - i. continuing teachers,
 - ii. temporary teachers, and

- iii. teachers on recall list and
 - iv. teachers teaching on call who have a minimum of one hundred (100) days teaching in School District No. 78 (Fraser-Cascade) within the last five (5) years and who have a satisfactory statement of teaching service or a satisfactory report from a District administrator, shall be interviewed for the vacant position.
- b. Outside applicants may also be interviewed.
 - c. The Superintendent shall judge applicants on the basis of certification, training, and teaching experience. Each of these criteria shall have equal weight.
 - d. If one applicant is clearly superior, based on these criteria, they shall be awarded the position. In the event of a tie, the most senior in-District applicant shall be appointed.
 - e. For the purposes of this clause, an integrated seniority list, including teachers teaching on call, will be compiled. Seniority for teachers teaching on call shall be calculated on the basis of twenty (20) days equaling one (1) month of seniority.
 - f. Having completed one hundred (100) days of teaching in the District and twenty (20) days of teaching in one school within the last five (5) years, a teacher teaching on call is entitled to request and receive an official statement of teaching service from the Administrative Officer(s) in the school(s) where twenty (20) or more days were accumulated. Such statement will be based on subsequent days taught in the school.
- 8. A teacher with a continuing contract shall maintain their continuing status regardless of the position to which they are assigned.
 - 9. The Board agrees that the Association may develop a profile for use by the Board as part of the criteria in the short-listing of candidates for positions of special responsibility.
 - 10. Any continuing teacher who has received an appointment through sections E.28.6 (a) or (b) or (c) or E.28.7 above, shall not be eligible to apply for any further vacant position for one (1) school year, except with the consent of the Board.
 - 11. Transfers will be effective September 1. Should the need for additional staff become apparent and a vacancy results during the first ten (10) school days of September, any transfer which would have occurred pursuant to E.28.6 shall not be unreasonably denied. Should a vacancy occur after the first ten (10) school days in September, it will be filled by a temporary assignment until the end of the school year, unless the successful applicant is transferred. If the position has been filled by a temporary assignment the successful applicant shall fill a position at that school at the beginning of the next school year unless the total number of teaching positions for the school year in that school is reduced by one (1) or more.

12. In the event that the Board is required to fill a position that becomes vacant in emergency circumstances, the Board may contact by telephone those teachers available on the teacher teaching on call list and offer a temporary assignment to the most senior teacher who fits the criteria in E.28.7 (a)(iv) and who also possesses the necessary qualifications for the position. The process shall only be used when no teacher on the recall list possesses the necessary qualifications for the position.
13. The Superintendent shall decide whether or not a teacher possesses the necessary qualifications.

ARTICLE E.29: TRANSFERS INITIATED BY THE BOARD

1. A transfer shall not be initiated as a disciplinary measure, except as provided under Harassment/Sexual Harassment [Article E.2].
2.
 - a. Where the teaching staff of a school is to be reduced and where a teacher(s) is to be transferred, the teachers in the school shall be eligible to apply for transfer pursuant to Article E.28.
 - b. No teacher shall be transferred from their geographical area without Agreement of the teacher unless no junior position remains in the teacher's geographical area for which they have the necessary qualifications.
3. In the event the Board initiates a transfer involving a change of geographical area, and such transfer is agreed to or comes within the proviso, moving and relocation expenses up to six hundred dollars (\$600.00) as verified by receipts, shall be paid by the Board to the teacher.
4. The two geographical areas are:
 - a. Boston Bar and North Bend,
 - b. Yale, Hope, Silver Creek, and Agassiz-Harrison.
5. One month notice shall be given prior to transfer, unless the teacher agrees to a shorter period.
6. A teacher may refuse a transfer and be placed on the recall list under Article C.5 (Teaching Security).
7. A Board official intending to recommend transfer of a teacher shall meet with the teacher at least one month prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher has the right to be accompanied by a member of the Association. At, or subsequent to, such meeting, the teacher shall have the opportunity to discuss with the Board official and to mutually agree to any retraining requirements, in-service release time, or assisting

teacher support which they believe necessary to adequately prepare for the proposed transfer.

8. The Board may transfer a teacher to an assignment involving a significantly different grade level or subject area, only if:
 - a. there remain no vacancies in the teacher's existing grade level or subject level for which they have the necessary qualifications,
 - b. the teacher has the least District-wide seniority among teachers in their existing grade level or subject level, and
 - c. the retraining requirements agreed to in E.29.7 above are provided.
9. Transfers initiated by the Board shall be completed by June 30th in a school year except when necessitated by emergent or other circumstances not reasonably known to the Board prior to that date. In such circumstances the notice period under Article E.29.7 may be waived.

SECTION F PROFESSIONAL RIGHTS

Article F.1 to F.19 Reserved for provincial language

ARTICLE F.20: TEACHER PROFESSIONALISM

The Board recognizes and respects the Professionalism of teachers covered under this Collective Agreement. Teachers have the professional right and the professional responsibility to determine instruction in classes within the following criteria:

- a. Teaching methods shall be consistent with recognized effective educational practices;
- b. Prescribed provincially and locally developed curriculum shall be followed;
- c. Resources shall be consistent with prescribed and authorized materials;
- d. This Article does not infringe upon the Board's right to evaluate instruction in accordance with Article E.21 (Evaluation).

ARTICLE F.21: PROFESSIONAL DEVELOPMENT

1. The Board and the Association recognize the importance of professional development.
2. There shall be a District Professional Development Committee comprised of one representative of the Board and two representatives of the Association.
3. The District Professional Development Committee shall:
 - a. assess needs for professional development;
 - b. organize District-wide professional development activities;
 - c. determine guidelines for the school based professional development fund;
 - d. determine guidelines for the individual professional development fund.
4. Each school shall have a school based professional development committee comprised of an administrative officer of the school and two teacher representatives of the school.
5. Each school based professional development committee shall:
 - a. plan school based professional development activities;
 - b. determine the appropriateness of individual teacher requests for professional development;
 - c. when authorizing applications for leave, recognize the need for a sufficient number of teachers teaching on call;

- d. providing the request is made in advance of the conference or professional development activity have the right to request a short report suitable for distribution to teachers.
6. Proposed dates for school and District based professional development activities must be approved by the Board. Article D.20 shall govern the number of non-instructional days.
7. This Article shall not preclude the Board or Association from providing additional professional development opportunities.
8. Each fiscal year the Board will make available a "bank" of teacher teaching on call days, on the basis of one (1) day for each F.T.E. teacher on staff as of September 30, to enable teachers to attend professional development activities.
9. In addition to the foregoing the Board will make provisions in the budget year for 0.43% per F.T.E. of Category 6 maximum to be used for reimbursement of expenses as follows:
 - a. The Board will transfer the above amount into the Association Professional Development Fund bank account.
 - b. Any excess funds on June 15th will be maintained in the Association Professional Development Fund for future use.
 - c. June 15 will be the cut-off date for the previous year's claims. Any claim made after that date will be regarded as expenses for the new school year.
10. Funds will be made available by the board in accordance with the provisions of F.21.9 subsequent to receipt by the Secretary-Treasurer of a financial report for the previous year ending June 30 showing the following:
 - a. Total revenue from each source;
 - b. A list of expenditures made on behalf of each teacher showing payee name, activity and amount.
11. Funds will be made available by the Board in accordance with the provisions of F.21.10 subsequent to receipt by the Secretary-Treasurer of a financial report for the previous year ending June 30 showing dispersal of the funds.

ARTICLE F.22: ACCREDITATION

1. The Board and the Association recognize the value of voluntary school assessments and recognize the Ministry prescribed secondary school accreditation process.
2. The school teaching staff shall be consulted with respect to the involvement of students, parents and community.

3. District staff will consult with the Administrative Officers and school teaching staff prior to allocating the resources required to effectively administer an accreditation. Resources to be considered, but not limited to are:
 - a. staff release time to carry out aspects of the accreditation process;
 - b. additional secretarial and research assistance including translation services if necessary;
 - c. additional non-instructional time;
 - d. appropriate technology.
4. Individual participation on the Accreditation Steering Committee is voluntary.
5. Implementation of recommendations arising from an accreditation or assessment shall occur after consultation between District Staff, the school's Administrative Officers and school teaching staff. Ministry funds targeted for follow-up activities in a school shall be made available to the school.
6. The elementary assessment/accreditation process is voluntary.
7. Any external accreditation/assessment report shall be provided to the Ministry of Education, school staff, District staff and the School Board.
8. The school shall prepare an authorized accreditation summary which, upon Board approval, may be provided to the Parent Advisory Council and the school's public.

ARTICLE F.23: CURRICULUM IMPLEMENTATION

1. The Board accepts responsibility for providing the resources and time necessary for the implementation of curriculum prescribed locally or provincially.
2. Accordingly, when new curriculum is being introduced to the School District, a Joint Committee shall be established. The Joint Committee will have responsibility to investigate, analyze and recommend implementation of curriculum change in the District.
3. The Joint Committee consisting of teachers and senior administrative staff shall make recommendations to the Board with respect to, but not limited to the following:
 - a. time considerations;
 - b. in-service/retraining;

- c. material requirements;
- d. professional support;
- e. implementation approach (e.g. pilot project, evaluation, etc.).

ARTICLE F.24: TECHNOLOGICAL CHANGE

1. Definition

For the purposes of this Agreement, the term "Technological Change" means:

- a. the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than previously used by the employer in that work, undertaking or business, or
 - b. a change in the manner, method or procedure in which the employer carries on their work, undertaking or business that is related to the introduction of the equipment or material, but, "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.
2. The process to be followed where the Board intends to introduce technological change which affects the terms and conditions or security of employment of a significant number of members of the Association shall be:

- a. Notice and Discussion

When it is determined that the introduction of a technological change is under consideration, or is to be introduced, the Board shall so notify the Association in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Association.

- b. Information To Be Provided

The notice of intent to introduce a technological change shall contain:

- i. the nature of the change;
- ii. effective date of the change;
- iii. the approximate number, type and location of Association members affected by the change;
- iv. the anticipated effects the change may have on Association members.

The Board shall update this information as new developments arise and modifications are made.

- c. Introduction of Technological Change

Where the Board introduced or intends to introduce a technological change that

- i. affects the term, conditions or security of employment of a significant number of members of the Association to whom this Collective Agreement applies; and
- ii. alters significantly the basis on which this Collective Agreement was negotiated, either party may refer the matter to arbitration under Article A.6.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1: PORTABILITY OF SICK LEAVE

1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
 - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
 - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
 - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)

[See Article G.20 Sick Leave for sick leave use and accrual]

ARTICLE G.2: COMPASSIONATE CARE LEAVE

1. For the purposes of this article “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
 - b. in relation to an employee's spouse:

- i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:

 - a. one hundred percent (100%) of the employee's current salary for the first week of the leave,
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
 - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- 4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 7. Seniority shall continue to accrue during the period of the compassionate care leave.
- 8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

(Note: The definition of "family member" in clause 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)

[See Article G.22.4 for Compassionate Leave of up to three days.]

ARTICLE G.3: EMPLOYMENT STANDARDS ACT LEAVES

In accordance with the *BC Employment Standards Act* (the “Act”), the Employer will grant the following leaves:

- a. [Section 52 Family Responsibility Leave](#)
- b. [Section 52.11 Critical Illness or Injury Leave](#)
- c. [Section 52.5 Leave Respecting Domestic or Sexual Violence](#)

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

ARTICLE G.4: BEREAVEMENT LEAVE

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family.

For the purposes of this article “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
 - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
 3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:

- i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Note: Also see G.22.2 Funeral Leave

ARTICLE G.5: UNPAID DISCRETIONARY LEAVE

Note: See also Article G.22.7 Discretionary Leave.

1.
 - a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.
 - b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.
2. The leave will be in addition to any paid discretionary leave provided in local provisions.
3. The combination of this provision with any other same provision shall not exceed three (3) days.

Implementation:

1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*
2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

ARTICLE G.6: LEAVE FOR UNION BUSINESS

G.6.1.b applies for the purpose of Article A.10 only. PCA Article G.6 otherwise does not apply in School District 78 (Fraser-Cascade).

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: See also Article G.23.2 Leave for Public Officer or Service with Professional Organizations.

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.

Note: The parties will develop a schedule of articles that are replaced by this article.

Article G.8 to G.19 Reserved for provincial language

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. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
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 be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

ARTICLE G.10: TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

Teachers granted the following leaves in accordance with the collective agreement:

- a. Pregnancy leave (Employment Standards Act [ESA])
- b. Parental Leave (Employment Standards Act [ESA])
- c. Extended Parental / Parenthood Leave (beyond entitlement under Employment Standards Act [ESA])
- d. Adoption Leave (beyond entitlement under Employment Standards Act [ESA])

e. **Compassionate Care Leave**

Will be able to return to their former teaching position in the school that they were assigned to for a maximum of one (1) year (twelve months) from the time the leave of absence commenced. The teacher's position will be posted as a temporary vacancy. Upon return from leave, the employee will be assigned to the same position or, if the position is no longer available, a similar position.

ARTICLE G.11: CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

The Superintendent of Schools or their designate, may grant five (5) paid days per year leave with seven (7) days written notice from the employee to participate in Aboriginal Cultural event(s). Such leave shall not be unreasonably denied.

ARTICLE G.20: SICK LEAVE

1. Sick leave shall be earned on the basis of one and one-half (1 1/2) days for each month taught.
 - a. Each September all full-time teachers will be credited with fifteen (15) days sick leave. Part-time teachers will receive proportionate credit. Should a teacher use sick leave granted under this Article and subsequently terminate their employment for any reasons whatsoever prior to June 30th of the same school year, any unearned sick leave payment will be recovered.
 - b. Should a teacher new to the District require more sick leave days than accumulated, the teacher may borrow against the total amount of sick days that would normally accrue during three years. If sick leave is borrowed under these conditions and the teacher subsequently terminates their employment for any reason, all unearned sick leave payments will be recovered.
2. A teacher who is unable to report for duty because of illness or injury is to notify their Administrative Officer.
3. Unused sick leave will accumulate with each consecutive year of teaching in the District with no prescribed maximum limit on the number of sick days accumulated. A statement of accumulated sick leave will be issued to each teacher with the September salary cheques and then monthly.
4. The number of days for which a teacher may be allowed full pay under this Article in any one school year will not exceed one hundred and twenty (120).
5. The Board may request that the teacher provide a medical certificate:

- a. after two (2) consecutive days illness confirming that the teacher was unable to teach;
- b. after returning from a long term illness, confirming that the teacher is able to teach.

6. **Workers' Compensation Board Benefit**

Where a teacher is absent due to compensable injury and is in receipt of Workers' Compensation Board benefits, the Board will receive such benefit, and shall pay the teacher's regular salary provided that the teacher has sick leave to their credit. The sick leave credit shall be reduced by the difference between the teacher's regular pay and the WCB benefit. When the sick leave credit is exhausted, the teacher will receive the WCB benefit only. The amount of WCB benefit received by the Board will not be reported as taxable income on the teacher's T4 Statement.

ARTICLE G.21: MATERNITY AND PARENTAL LEAVE AND SEB PLAN

1. The statutory maternity and parental leave provisions of the *Employment Standards Act* are regarded as a minimum.
 - a. Extended maternity and/or parental leave without pay of up to twenty-four (24) months is available provided that such leave will end at the beginning of the school year (i.e. September 1st). Any other termination date will be at the Board's discretion. The teacher shall be notified in writing during the first week of March of each leave year that they are entitled to a position the following September 1st (the teacher is responsible for keeping the Superintendent informed of a change of address). A copy will be sent to the Association. Should the teacher fail to notify the Superintendent in writing by March 31st of their intention to return, it will be presumed that they have resigned.
 - b. A temporary teacher replacing a teacher on extended maternity and/or parental leave shall not be entitled to severance pay as provided in Article C.5.7.
2. On the expiration of the teacher's maternity and/or parental leave, the teacher will be assigned to the position held prior to leave or to another position as provided for in Article E.28.
3. The Board will continue to make payment to all benefit plans for the statutory period of absence as if the employee were not absent where:
 - a. the Board pays the total cost of the plan, and
 - b. the employee elects to continue their share of the cost of a plan jointly paid.

4. Where leave of absence without pay is granted beyond the statutory period, benefits plans may be maintained (subject to carrier limitation) provided that the employee pays the total premiums.
5. The necessary arrangements should be made with the Secretary-Treasurer ahead of time.
6. In case of an incomplete pregnancy or some other special circumstances the Board may authorize:
 - a. an early return to duty, or
 - b. an extension of leave up to a maximum of twenty-four (24) months; subject to receipt of a written request from the teacher and production of a "fit" medical certificate, if required by the Board.
 - c. In case of early return to duty, the teacher will be given the first suitable vacancy.
7. Teachers are expected to give adequate written notice prior to commencement, extension or termination of maternity and/or parental leave.
8. On return to duty, increment credit will be granted for the statutory period of absence.
9. Supplemental Employment Benefits
 - a. The plan is to provide supplemental employment insurance benefits to the teacher for the period during which they are entitled to maternity leave under the *Employment Standards Act* (B.C.).
 - b. For the first ten (10) days of the teacher's maternity leave the benefit shall be as follows:
 - i. The Board shall pay the teacher the equivalent of ninety-five percent (95%) of their regular salary payment.
 - c. For those weeks in which the teacher is entitled to employment insurance benefits, the Board will pay to the teacher a top up to fifty-seven and one-half percent (57.5%) of their current salary for fifteen (15) weeks during the period of maternity leave.
 - d. It is understood that in any week, the total amount of Supplemental Employment Benefits, Employment Insurance gross benefits and any other earning received by the teacher will not exceed ninety-five percent (95%) of the teacher's normal weekly earnings.
 - e. The teacher shall be entitled to benefits from this plan during the specified waiting period for employment insurance benefits.

- f. The teacher shall be further entitled to benefits, within the limits specified herein, while in receipt of Employment Insurance Maternity Benefits. No benefits will be paid under this section until the teacher has provided proof to the Board of receipt of Employment Insurance Maternity Benefits.
- g. The maximum number of weeks for which benefits are payable under this plan for any one pregnancy is seventeen (17) weeks.
- h. The plan shall be financed from the general revenues of the Board. Payment of Supplementary Employment Benefits will be kept separate from payroll records.
- i. The parties will register the plan with the Canada Employment and Immigration Commission and the Board will inform the Commission of any changes to the plan within thirty (30) days of the effective date of such changes.

ARTICLE G.22: PERSONAL LEAVES WITH PAY

1. Teachers are entitled to leave with pay subject to the following:
 - a. All requests for leave of absence with pay are to be made in writing to the Administrative Officer for recommendation and onward transmission to the Superintendent. District staff are to present the written request directly to the Superintendent.
 - b. Normally written requests are to be submitted before a commencement of the leave; but, where this is not practicable because of emergent circumstances, the written request is to be forwarded immediately upon return to duty.
 - c. The leave will be granted if it is consistent with the categories of paid leave. If it is decided that the request is not consistent with the categories of paid leave, unpaid leave may be granted instead of paid leave.
 - d. If the request for paid leave of absence is denied, it will be subject to the grievance procedure, Article A.6. The finding under the grievance procedure will be based on the merit of the request.
2. **Funeral Leave** of up to one (1) day to permit a teacher to be a pall-bearer or mourner at the funeral of a relative other than immediate family or of a close friend.
3. **Compassionate Leave** of up to three (3) days in the event of a serious illness or attendance at a medical specialist appointment or other traumatic occurrence affecting the immediate family (e.g. father, mother, husband, wife, child, legal guardian and common-law spouse).
4. **Paternity Leave** of up to three (3) days to a teacher who is about to become a father, so that he may attend the birth of his child and/or be at home on the return of the mother and child from confinement.

5. **Adoptive Leave** of up to three (3) days for a teacher who adopts a child to be taken in connection with the adoption procedures.
6. **Discretionary Leave** of up to two (2) days per school year for personal reasons, provided the activity necessitates the use of regular school hours and that, normally, it is not taken in conjunction with the Christmas or Spring Break or summer holidays.

Note: See also Article G.5 Unpaid Discretionary Leave.

7. **Voluntary Public Services**

Staff members are encouraged to participate in voluntary public service. Where such a volunteer is called to provide service in an emergency or special circumstances and is unable to report for duty at school, up to two (2) days leave is available.

8. **Court Appearances**

- a. If a teacher is subpoenaed to appear in court as a witness or for jury duty, leave of absence with pay will be granted.
- b. The teacher will receive the regular rate of pay for the leave of absence.
- c. All monies received for service as a subpoenaed witness or for jury duty shall be turned over to the Board.
- d. Teachers must present proof of service and the amount of pay received.
- e. Leave will be granted where the teacher personally initiates court actions or is named as a party to a court action not related to their position. In such cases unpaid leave may be granted instead of paid leave.

9. **Emergency Leave for Illness of a Child**

- a. In case of illness of a child of a teacher where no one else in the home is capable of caring for the sick child, the teacher shall be entitled, after notifying their supervisor, to use their accumulated sick leave to a maximum of three (3) days per year for this purpose.

ARTICLE G.23: LEAVES WITHOUT PAY

1. **Short Term Leave**

Any leaves of absence of less than one (1) full year without pay may be granted by the Superintendent upon application in writing. Such leave of absence shall be subject to a deduction of 1/195 of the teacher's annual salary for each day of absence. Such leave shall not be unreasonably denied.

2. Leave for Public Office or Service with Professional Organizations

Note: See also Article G.6 Leave for Union Business provides leave for Association and BCTF Business.

The Board recognizes the right, without exception, of teachers to seek election to public office or serve their professional organizations.

a. Full-Time Service

- i. On taking full-time office or entering full-time service, a teacher shall be granted leave for up to four (4) years. An extension shall not be unreasonably denied. It is understood, however, that leave for service in the teacher's professional organization may be delayed due to school term considerations and availability of suitable replacements. Such leave shall not be unreasonably delayed. Such leave shall be at no cost to the Board. Employee benefits may be continued provided the teacher pays the total cost.
- ii. A teacher terminating such leave before the agreed upon date shall be entitled to the first available position for which they are qualified.
- iii. Upon completion of office, the teacher shall receive priority of placement in their area of expertise and geographical zone--the latter provision is not intended to restrict a teacher from requesting transfer out of their zone. The position will not necessarily be their former position. The teacher shall be notified in writing during the first week of March of the last leave year that they are entitled to a position the following September (the teacher is responsible for keeping the Superintendent informed of a change of address). A copy will be sent to the Association. Should the teacher fail to notify the Superintendent in writing by March 31st of their intention to return, it will be presumed that they have resigned.

b. Part-Time Service

- i. It is presumed that part-time service will not interfere greatly with the usual performance of a teacher's duties and responsibilities as a teacher of the Board; but, it is expected that some reasonable accommodations must be made by both the Board and the teacher concerned, during the times that compel them to devote their capacities to their service. Arrangements for salary reimbursement shall, where practicable, be made in accordance with legislation or contract or other arrangements with the union or professional organization.

3. Long Term Leave

- a. Requests for leave of absence for a full school year must be submitted to the Superintendent no later than April 15th of the preceding school year. If the leave is granted, the teacher shall be notified in writing during the first week of March of the leave year that they are entitled to a position the following September 1st (the teacher is responsible for keeping the Superintendent informed of a change of address). A copy will be sent to the Association. Should the teacher fail to notify the Superintendent in writing by March 31st of their intention to return, it will be presumed that they have resigned.
- b. Normally no more than five percent (5%) of the teaching staff shall be entitled to be granted leave for a full school year at one time. If the number of applications made prior to April 15th exceeds five percent (5%) then the length of teaching experience in the district shall be used to determine preference. After April 15th, where leave is granted, it shall be on a priority of application basis except for extraordinary circumstances (E.g. university entrance/scholarship).
- c. A teacher applying for a full school year's absence will normally only be considered if they will have completed two (2) years service with the District before the commencement of the leave.

ARTICLE G.24: SELF-FUNDED LEAVE PLAN

1. The Board shall administer a self-funded leave plan as determined by a separate Agreement.
2. The self-funded leave plan shall be governed by a self-funded leave plan committee composed of three (3) members appointed by the Association and three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
3. The committee shall determine any question referred to it regarding the operation of the self-funded leave plan.
4. Failing a resolution by the committee the matter may be referred to the Grievance Procedure.

ARTICLE G.25: EDUCATION LEAVE

1. The Board recognizes the value of teachers upgrading their training for the purpose of furthering excellence of instruction. To this end, the Board may grant, upon application, educational leave without pay to teachers.

2. Normally, educational leave shall be for a period of one school year, but other time periods may be agreed upon between the Board and the teacher, for educationally sound reasons.
3. Benefits may be continued provided the teacher pays the Board the total premiums for each month in advance.
4. Teachers with five years or more service with the Board may apply for this leave.
5. These may be considered to fulfill the requirements for educational leave:
 - a. formal academic training;
 - b. studies designed to bring new techniques or educational strategies to the district;
 - c. studies for teachers to refresh and advance their knowledge of method, subject matter, or general background for teaching.
6. Application for this leave shall be made in writing, with details of the proposed educational studies, to the Superintendent, by April 15 preceding the proposed leave.

SIGNATURES

DATED at _____, BC, this _____ day of March, 2024

School District No. 78 (Fraser-Cascade)

Fraser-Cascade Teachers' Association

BCPSEA

BCTF

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

Appendix 1 PROVINCIAL MATTERS
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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. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/interfaces
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

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*
 4. *Classification of Salary for Letters of Permission*
 5. *New Positions, Reclassification*
 6. *Experience Recognition*
2. Salary Scale
 1. *Category Addition*
 2. *Category Elimination*
3. Payment of Salary
 1. *Increment Dates*
 2. *Withholding*
 3. *Error in Salary – Adjustments*
 4. *Part Month Payments and Deductions including Schedule*
 5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
 1. *Full time and continuing teachers*
 2. *Part Time and temporary or term teachers*
 3. *Teachers Teaching on Call*
 4. *Summer School and Night School Payment*
 5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits

13. Payment for Work Beyond Regular Work Year
 1. *Counsellors Working Outside School Calendar*
 2. *Night School Payments*
 3. *Summer School Payments*
 4. *Salary – Payment for Additional Days*
 5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

Section C – Employment Rights

1. Employment on Continuing Contract
 1. *Appointment on Continuing Contract*
 2. *Employment Rights – Temporary Teachers converting to continuing*
 3. *Probationary period*
2. Dismissal and Discipline for Misconduct
 1. *Conduct of a Teacher (Inside and Outside School)*
3. Dismissal Based on Performance
4. The Processes of Evaluation of Teachers' Teaching Performance
5. Part-Time Teachers' Employment Rights
 1. *Sick Leave and Benefits*
 2. *Long Services – Part Time Teaching Plan, Part Year Teachers*
6. Teacher on Call Hiring Practices
7. Seniority
8. Severance

9. Retraining, Board directed education upgrading

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 Day*
 2. *Instructional Time*
 3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
 1. *Distributed Learning*
 2. *Adult Education*
 3. *Storefront Schools*
 4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB

17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

1. Definition of Teachers
2. Selection of Administrative Officers (Note: See Addendum A)
3. Non-sexist Environment
4. Harassment
5. Falsely Accused Employee
6. Violence Prevention
7. Criminal Record Checks
8. Resignation and Retirement

Section F – Professional Rights

1. Educational/Curriculum Change including committees
2. Professional Development Funding (Note: see also Addendum B)
 1. Tuition Costs
 2. Professional Development Committee – as related to funding
3. Professional Days (Non-Instructional)
4. School Accreditation and Assessment
5. Professional Autonomy
6. Responsibilities – Duties of Teachers

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams

6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters
Housekeeping – Form Issues

1. Glossary of Terms for local matters
2. Preamble, Introduction, Statement of Purpose

Section A – The Collective Bargaining Relationship

1. Local Negotiation Procedures
2. Recognition of Union
3. Access to Worksite
4. Use of School Facilities
5. Bulletin Board
6. Internal Mail
7. Access to Information
8. Education Assistants, Aides, and Volunteers
9. Picket Line Protection, School Closures – Re: Picket Lines (Strikes)
10. Local Dues Deduction
11. Staff Representatives, Lead Delegates
12. Right to Representation, Due Process
13. Staff Orientation
14. Copy of Agreement

Section B – Salary and Economic Benefits

1. Purchase Plans for Equipment e.g. computer purchase
2. Payroll, Deductions to Teachers Investment Account, Investment of Payroll – Choice of Bank Account
3. Employee Donations for Income Tax Purposes

Section C – Employment Rights

1. Layoff-Recall, Re-Engagement
2. Part-Time Teachers' Employment Rights
 1. *Job Sharing*
 2. *Offer of Appointment to District*
 3. *Assignments*
 4. *Posting & Filling Vacant Positions*

Section D – Working Conditions

1. Extra-curricular Activities
2. Staff Meetings
3. Health and Safety, including committees
4. Student Medication and Medical Procedures
5. Local Involvement in Board Budget Process,
 1. Committee – Finance Board Budget
 2. School Funds
6. Teacher Involvement in Planning New Schools
7. Space and Facilities
8. Services to Teachers e.g. translation
9. Inner City Schools, Use of Inner City Schools Funds

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*

8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

1. Professional Development Committee as related to funding control (Note: see also Addendum B)
2. Committees
 1. *Professional Relations/Labour management*
 2. *Parent Advisory Council*
 3. *Joint Studies Committee*
 4. *Professional Development Committee (Note: see also Addendum B)*
 5. *Leave of Absence Committee*
3. First Nations Curriculum
4. Women’s Studies
5. Fund Raising
6. Reimbursement of Classroom Expenses

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans

4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

**Addendum A To
Letter of Understanding No. 1
Appendix 1 and 2**

Unpaid Leave In The Designation Of Provincial and Local Matters

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

“D. Hogg”
Negotiation Team For
British Columbia Teachers’ Federation

“K. Halliday”
Negotiation Team For
British Columbia Public School
Employers’ Association

October 25/95

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

Concerning Selection of Administrative Officers

“Selection of Administrative Officers” shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, “Selection of Administrative Officers” shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of “Selection of Administrative Officers” or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, “Selection of Administrative Officers” or its equivalent shall be deemed a local matter for negotiations.

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

“K. Halliday”
Chief Negotiator
BC Public School Employers’ Association

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

Professional Development

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

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 agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

BETWEEN:

**THE BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)
And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION
(BCPSEA)**

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).

This LOU is not applicable in School District No. 78 (Fraser Cascade).

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

This LOU is not applicable in School District No. 78 (Fraser Cascade).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

1. They will encourage local boards of education and the local teacher unions to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
2. The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the Human Rights Tribunal.
3. The parties will assist local boards of education and the local teacher unions as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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 British Columbia.

Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of
- | | |
|------------------------|----------|
| Effective July 1, 2019 | \$ 2,570 |
| Effective July 1, 2020 | \$ 2,622 |
| Effective July 1, 2021 | \$ 2,674 |
- upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of
- | | |
|------------------------|----------|
| Effective July 1, 2019 | \$ 2,570 |
| Effective July 1, 2020 | \$ 2,622 |
| Effective July 1, 2021 | \$ 2,674 |
- as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

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
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood
06 - Rocky Mountain (entire district approved)	
08 - Kootenay Lake (entire district approved)	
10- Arrow Lake (entire district approved)	
20 - Kootenay Columbia (entire district approved)	
27 - Cariboo Chilcotin (only part of district approved)	
Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek
28 - Quesnel (only part of district approved)	
Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko

Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

Saturna Elementary	Saturna
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69 - Qualicum (only part of district approved)

False Bay School	Lasqueti
70 - Alberni (only part of district approved)	
Bamfield	Bamfield
Wickanninish	Tofino
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
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities
81 - Fort Nelson (Entire District)	
82 - Coast Mountain (Entire District)	
84 - Vancouver Island West (entire district approved)	
85 - Vancouver Island North (Entire District)	
87 - Stikine (Entire District)	
91 - Nechako Lakes (Entire District)	
92 - Nisga'a (Entire District)	
93 - Conseil Scolaire Francophone (only part of district approved)	
Ecole Jack Cook	Terrace

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:

2. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.

3. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

4. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports) for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. 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 decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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 June 30, 2008, the employee resigns from district A. The employee will have 90 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:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any

previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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” accepts recall to a continuing appointment in district “A”. Only 3 years of seniority would be ported back to district “A” and for record keeping purposes, the teacher’s seniority record in district “B” would be reduced from 4 years down to 1 year.

Example 2

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. After working 2 years in school district “B” this teacher’s recall rights in school district “A” are lost. No further seniority can be ported from district “A” to district “B” and for record keeping purposes, the teacher’s seniority record in district “A” would be zero for all purposes.

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.

7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VESTA]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
 - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

¹ The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.

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

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
Podiatrist/Chiropodist	\$800 per year

* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

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**

Not applicable in S.D. No. 78 (Fraser-Cascade)

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 transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion

calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the proceeding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local collective agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)
4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

Date April 22, 2015

**TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST
– FORM A**

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

This constitutes my written notice under LOU No. 11 of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 30th of the proceeding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

**TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST
- FORM B**

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

This constitutes my written notice under LOU No. 11 of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15th of the school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the same school year.

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 the Parties acknowledge that, as a result of the majority of the Supreme Court of Canada, adopting Justice Donald's conclusion that the *Education Improvement Act* was unconstitutional and of no force or effect, that the BCPSEA – BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* are restored.

AND WHEREAS the Parties further acknowledge that the Supreme Court of Canada's decision triggered Letter of Understanding No. 17 to the 2013 – 2019 BCPSEA – BCTF Provincial collective agreement which required the Parties to re-open collective agreement negotiations regarding the collective agreement provisions that were restored by the Supreme Court of Canada.

AND WHEREAS the Parties further acknowledge that Letter of Understanding No.17 required an agreement “regarding implementation and/or changes to the restored language”.

AND WHEREAS this Memorandum of Agreement has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with others. The implementation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

Schedule "A" of All Restored Collective Agreement Provisions

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 to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;

- iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

- 5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local collective agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union. (Provisions to be identified in Schedule “A” to the Letter of Understanding).

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

6. The BCPSEA – BCTF collective agreement provisions regarding class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
 - B. Grade 1 classes shall not exceed 22 students;
 - C. Grade 2 classes shall not exceed 22 students;
 - D. Grade 3 classes shall not exceed 22 students.
7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
 8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

9. For primary and combined primary/intermediate classes where the restored collective agreement provisions provide for superior class size provisions beyond those listed in paragraphs 6 through 8 above, the superior provisions shall apply. [Provisions to be identified in Schedule “A” to this Letter of Understanding].

Class Size Language: 4-12

10. The BCPSEA-BCTF collective agreement provisions regarding Grade 4–12 class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented.

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

11. The BCPSEA-BCTF collective agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student’s individual needs and abilities.

12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

13. The Parties agree that paragraphs 14-16 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule “A” to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored collective agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored collective agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule “A” to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

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. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;

- C. Utilizing temporary classrooms;
- D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
 - five students in grades K-3;
 - four students for secondary shop or lab classes where the local class size limits are below 30, and;
 - six students in all other grades.

These class size reductions shall not preclude a Superintendent from approving a smaller class.

Note: For the following School Districts, class sizes for K-1 split classes will not be reduced below 14 students:

- School District 10 (Arrow Lakes)
 - School District 35 (Langley)
 - School District 49 (Central Coast)
 - School District 67 (Okanagan-Skaha)
 - School District 74 (Gold Trail)
 - School District 82 (Coast Mountain)
 - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;
 - F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:

- compelling family issues;
- sibling attendance at the same school;

- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored collective agreement provisions regarding class size and composition, but has not been able to do so:

A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1st (or 22 calendar days from the start of the class) as follows:

$$(V) = (180 \text{ minutes}) \times (P) \times (S1 + S2)$$

V = the value of the additional compensation;

P = the percentage of a full-time instructional month that the teacher teaches the class;

S1 = the highest number of students enrolled in the class during the month for which the calculation is made minus the maximum class size for that class;

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 recommendations.

The parties agree to take the mediator's recommendations to a vote of their respective members.

5. The parties agree in principle with the replacement of Best Efforts in *Letter of Understanding #12 – Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language* with a district-based process.

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

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. 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. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

The parties will meet within four (4) months of the date of ratification, or another date mutually agreed to by the parties, to address the potential resolution of selected outstanding grievances related to non-enrolling caseloads, best efforts and failures to fill resulting from the implementation of the restored language.

APPENDICES

LOCAL LETTERS OF UNDERSTANDING/ INTENT/ MEMORANDA OF AGREEMENT

APPENDIX A

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

SALARY GRID AS OF JULY 1, 2019 – JUNE 30, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,287	\$ 58,396	\$ 59,734
2	\$ 52,464	\$ 57,266	\$ 61,697	\$ 63,041
3	\$ 54,778	\$ 60,244	\$ 64,996	\$ 66,349
4	\$ 57,091	\$ 63,224	\$ 68,298	\$ 69,656
5	\$ 59,406	\$ 66,202	\$ 71,598	\$ 72,964
6	\$ 61,721	\$ 69,180	\$ 74,899	\$ 76,271
7	\$ 64,035	\$ 72,159	\$ 78,199	\$ 79,579
8	\$ 66,349	\$ 75,139	\$ 81,500	\$ 82,886
9	\$ 68,662	\$ 78,118	\$ 84,801	\$ 86,194
10	\$ 73,107	\$ 83,123	\$ 90,304	\$ 91,739

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

SALARY GRID AS OF 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	\$ 55,373	\$ 59,564	\$ 60,929
2	\$ 53,513	\$ 58,411	\$ 62,931	\$ 64,302
3	\$ 55,874	\$ 61,449	\$ 66,296	\$ 67,676
4	\$ 58,233	\$ 64,488	\$ 69,664	\$ 71,049
5	\$ 60,594	\$ 67,526	\$ 73,030	\$ 74,423
6	\$ 62,956	\$ 70,564	\$ 76,397	\$ 77,796
7	\$ 65,315	\$ 73,602	\$ 79,763	\$ 81,171
8	\$ 67,676	\$ 76,642	\$ 83,130	\$ 84,544
9	\$ 70,036	\$ 79,680	\$ 86,497	\$ 87,918
10	\$ 75,301	\$ 85,617	\$ 93,013	\$ 94,491

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

SALARY GRID AS OF JULY 1, 2021 – JUNE 30, 2022

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,175	\$ 56,481	\$ 60,755	\$ 62,148
2	\$ 54,583	\$ 59,579	\$ 64,189	\$ 65,588
3	\$ 56,991	\$ 62,678	\$ 67,622	\$ 69,029
4	\$ 59,398	\$ 65,778	\$ 71,057	\$ 72,470
5	\$ 61,806	\$ 68,877	\$ 74,490	\$ 75,911
6	\$ 64,215	\$ 71,975	\$ 77,925	\$ 79,352
7	\$ 66,622	\$ 75,074	\$ 81,359	\$ 82,794
8	\$ 69,029	\$ 78,175	\$ 84,793	\$ 86,235
9	\$ 71,436	\$ 81,274	\$ 88,227	\$ 89,676
10	\$ 76,807	\$ 87,329	\$ 94,873	\$ 96,381

APPENDIX B

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

ALLOWANCES

Article B.21.1 Head Teachers and Department Heads:

B.21.1.a: Head Teachers

Date	Head Teachers
Effective July 1, 2019	\$ 2,516.61
Effective July 1, 2020	\$ 2,566.94
Effective July 1, 2021	\$ 2,618.28

B.21.1.b: Department Head: Hope Secondary School & Agassiz Elementary-Secondary School

Date	Department Head: Hope & Agassiz
Effective July 1, 2019	\$ 2,013.28
Effective July 1, 2020	\$ 2,053.54
Effective July 1, 2021	\$ 2,094.61

B.21.1.c: Department Head: Boston Bar Secondary School

Date	Department Head: Boston Bar
Effective July 1, 2019	\$ 1,346.38
Effective July 1, 2020	\$ 1,373.31
Effective July 1, 2021	\$ 1,400.77

B.21.2.d: Teacher-In-Charge

Date	Full Day	Half Day
Effective July 1, 2019	\$31.46	\$15.73
Effective July 1, 2020	\$32.09	\$16.04
Effective July 1, 2021	\$32.73	\$16.36

B.21.3: Coordinators of Special Education and Alternate Programs

Date	Coordinators of Special Education and Alternate Programs
Effective July 1, 2019	\$3,900.74
Effective July 1, 2020	\$3,978.75
Effective July 1, 2021	\$4,058.32

B.21.4.a: Geographical Allowance

Date	Geographical Allowance
Effective July 1, 2019	\$629.15
Effective July 1, 2020	\$641.73
Effective July 1, 2021	\$654.56

APPENDIX C

EVALUATION CRITERIA

PREAMBLE

The indicators describing the criteria below are broad guidelines only, intended to assist the teacher and evaluator. It is understood that not all these indicators can be applied to all teachers and teaching situations, all of the time.

The criteria and descriptors below are not priority ordered, nor are they intended to supersede the articles of the *School Act*, the Board-F.C.T.A. contract, or the Code of Ethics of the B.C.T.F.

Criterion 1. Effective teachers are skilled managers

The teacher plans with definite purposes and clear objectives in mind, communicates those purposes and objectives to the student, and assesses the immediate results and long-term outcomes in terms of these purposes and goals.

Possible indicators for discussion and assessment

1. The teacher establishes a variety of procedures for assessing students performance and communicates these procedures clearly to students, parents and other personnel.
2. The teacher utilizes the results of student assessments to plan for future instruction.
3. The teacher clearly defines the assessment criteria to be used, interprets the results and communicates this information to students, parents and other personnel.
4. The teacher maintains appropriate, accurate records of student achievement and attendance, and reports to parents.
5. The teacher endeavors to incorporate the goals of the school and community in the planning process.
6. The teacher ensures that student progress is communicated to parents as often as circumstances warrant.

Criterion 2. Effective teachers employ classroom management techniques

The teacher practices classroom management conducive to the immediate educational objectives and the learning environment of the school.

Possible indicators for discussion and assessment

1. The teacher encourages a positive teaching/learning environment.
 2. The teacher encourages the student to assume responsibility for their own behaviour, to practice self-discipline, and to develop a positive self-concept.
 3. The teacher establishes fair and consistent routines and clear expectations for student conduct.
 4. The teacher fosters and encourages mutual respect.
 5. The teacher is adept at monitoring several classroom activities.
-

Criterion 3. Effective teachers utilize instructional skills

The teacher demonstrates, in their performance, knowledge and skill in designing and conducting an instructional experience.

Possible indicators for discussion and assessment

1. The teacher identifies and teaches to clear objectives, and designs instructional experiences appropriate for the level and curriculum.
 2. The teacher utilizes principles of learning in helping students achieve objectives.
-

Criterion 4. Effective teachers have high, realistic student expectations

With due consideration for individual differences, the teacher attempts to involve students in experiences and activities designed to develop skills, to stimulate thought, to foster higher-level thinking learning and to encourage the student's belief in their own abilities.

Possible indicators for discussion and assessment

1. The teacher assesses individual differences and uses appropriate instructional resources to meet individual needs.
 2. The teacher takes into account extenuating circumstances which may impact on student performance and progress.
 3. The teacher encourages students to assume responsibility for their own learning.
 4. The teacher ensures that assigned homework is relevant and fair.
-

Criterion 5. Effective teachers employ positive inter-personal communication skills

The teacher demonstrates and encourages others to employ positive, inter-personal communication skills to establish a safe, co-operative and mutually supportive learning environment.

Possible indicators for discussion and assessment

1. The teacher listens empathically, to students, parents and colleagues
 2. The teacher respects the confidential nature of information.
 3. The teacher recognizes the place of humour.
 4. The teacher demonstrates genuineness, interest and concern.
 5. The teacher understands the role of constructive feedback in fostering a positive learning environment
 6. The teacher understands that encouragement is an important component of any positive inter-personal skills.
-

Criterion 6. Effective teachers provide a stimulating, educational environment

The teacher encourages the intellectual, social, emotional and physical development of students by providing opportunities for questioning, speculation and originality through a variety of instructional techniques.

Possible indicators for discussion and assessment

1. The teacher provides a secure atmosphere and environment in which it is safe to take risks, make mistakes, express divergent ideas and be creative.
 2. The teacher involves the students in experiences and activities designed to develop cooperation and to stimulate higher-level thinking.
 3. The teacher encourages independent thinking.
 4. The teacher recognizes the role of enthusiasm, humour and imagination.
-

Criterion 7. Effective teachers are professionals

The teacher demonstrates, in their performance evidence of having a theoretical background and knowledge of the principles, ethics and methods of teaching and commitment to education as a profession.

Possible indicators for discussion and assessment

1. The teacher is receptive to new ideas and suggestions for improving their teaching skills.
2. The teacher is involved in ongoing professional development appropriate to subject area and interests.
3. The teacher communicates with colleagues on a professional level.
4. The teacher develops a positive working relationship with colleagues.
5. The teacher participates in co-operative planning at both the classroom and school level.
6. The teacher uses information about students in an ethical manner.
7. The teacher recognizes the importance of the role of parents in the education of their children and fosters a positive community attitude for the overall learning atmosphere in the school.
8. The teacher recognizes the importance of being a positive role model.

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