

**2006 - 2011**

**PROVINCIAL AND LOCAL MATTERS AGREEMENT**

**WORKING DOCUMENT**

**2006-2011**

**– Between –**

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

**“The Employer”**

**– and –**

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

**Effective July 1, 2006 - June 30, 2011**

Please note: This document attempts to set out the current terms and conditions of employment contained in the Collective Agreement between FCTA and Board of Education for School District No. 78 (Fraser-Cascade). This is an edited version, which has excluded 33 pages of letters of understanding between BCTF and BCPSEA. Copies of those pages can be obtained at the FCTA office.

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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 constituted under the *Education Services Collective Agreement Act*, S.B.C. 2002, c. 1 and extended by the *Teachers' Collective Agreement Act*, S.B.C. 2005, c. 27 that was in effect between the parties for the period July 1, 2001 to June 30, 2006 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. 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, 2011 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 School Trustees] 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.

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 on call costs shall be borne by the employer.
4. When a teacher on call 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 teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call 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 on call 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 teacher on call that may be required.

## ARTICLE A.7: 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.8: 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.9 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 his/her 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 his/her 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 his/her 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 his/her 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 on call requests leave under this Article, arrangements will be made consistent with this Article.
2. The Board will continue to pay the President his/her 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**

1. Upon notification to the Administrative Officer or in his/her absence, the office staff, authorized representatives of the Association shall have the right to transact official Association business on school property provided such activities do not interfere with school activities.
2. The Association shall reimburse the employer for any additional operating costs arising from the Association's activities and for equipment damage and for any supplies consumed by the Association.

**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 April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
  - a.      Effective July 1, 2006:              2.5% increase
  - b.      Effective July 1, 2007:              2.5% increase
  - c.      Effective July 1, 2008:              2.5% increase
    - i.      Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
  - d.      Effective July 1, 2009:              2.5% increase
  - e.      Effective July 1, 2010:              2.0% increase
  
2.      The following allowances shall be adjusted in accordance with the above increases:
  - 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

[Note: the Allowance amounts are found in Appendix B of this document]

3.      The following allowances shall not be adjusted by the above increases:
  - a.      Mileage/Auto
  - b.      Per Diems
  - c.      Housing
  - d.      Pro D (unless formula-linked to the grid)
  - e.      Clothing
  - f.      Classroom Supplies

4.      Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

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

## ARTICLE B.2: TEACHER ON CALL 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 on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call 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 he/she is replacing is entitled to claim.
4. Teachers on call 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. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. 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: **(B 2.6 does not apply in S.D. 78)**
  - a. ~~Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. [The formulas in B.2.7 and B.2.8 may produce a higher rate for some employees.]~~
    - i. ~~Effective July 1, 2006~~ \$194.75
    - ii. ~~Effective July 1, 2007~~ \$199.60
    - iii. ~~Effective July 1, 2008~~ \$204.60
    - iv. ~~Effective July 1, 2009~~ \$209.70
    - v. ~~Effective July 1, 2010~~ \$213.90
  - b. ~~On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.~~

**Local Provisions**

- 7. **East Side]** (Local provisions B.2.7 and B.2.8 no longer apply in S.D. 78)
- 8. **West Side**

*It is recognized that while BCPSEA has not signed the language below, past and current practice for the payment of Teachers on Call has been consistent with this language as agreed to in committee. This clause replaces B.2.6, B.2.7 and B.2.8.*

**Teacher On Call Rate of Pay**

Teachers on Call will be paid at a rate of 1/195 of scale for each day worked. For schools on a 4-day week, Teachers on Call will be paid at a rate of 1/164 of scale for each day worked. Part Days will be prorated.

9. **Teacher Replacements**

Teacher replacements shall be paid:

- a. Effective July 1, 2006:\$147.60
- b. Effective July 1, 2007:\$151.29
- c. Effective July 1, 2008:\$155.08
- d. Effective July 1, 2009:\$158.95
- e. Effective July 1, 2010:\$162.13

**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 he/she has 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. Effective July 1, 2006, 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 his/her 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 he/she believes 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 his/her 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 30<sup>th</sup> of each month and a mid month advance of approximately half of the net salary will be paid on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> or 30<sup>th</sup> 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 30<sup>th</sup> of each month and a mid month advance of approximately half of the net salary will be paid on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> or 30<sup>th</sup> 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 on Call and Teacher Replacements**

Payment of salary, including travel allowances, for teachers 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 his/her 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 (and mileage)**

- 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 Extended Health Care Benefit shall be amended to provide an unlimited lifetime maximum.

#### **Local Provisions:**

2. Benefit coverage will begin on the first day of the month following the month in which employment begins.
3. 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.

#### **4. 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.

#### **5. 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.

**6. 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) [orthodontia maximum to be two thousand five hundred dollars (\$2,500.00)].
- 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.

**7. Extended Health Benefits**

- a. The Board shall pay eighty-five percent (85%) of the premiums of a mutually approved extended health benefit plan, to include:
  - i. Extended vision care (two hundred dollars (\$200.00) per twenty-four (24) months),
  - ii. Clinical psychologist services,
  - iii. Medical travel,
  - iv. Hearing aids,
  - v. Hospital co-insurance.
- b. Participation in the plan is compulsory.

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

**9. Continuation of Benefits**

- a. When a teacher has exhausted his/her 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.3, the Board will continue to maintain coverage as outlined in Article C.3.6.

- 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.

**10. 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.

**11. 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 he or she was last employed by the Board to be paid to a named beneficiary or otherwise to the teacher's estate.

**12. 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 his/her 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 on Call list.)
- b. The benefit percentage shall be fifteen percent (15%).

**ARTICLE B.12: CATEGORY 5+ [EFFECTIVE SEPTEMBER 1, 2007]**

**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 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.
- b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
- c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
- 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 B.12.1 and 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 B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

## **Transition Process**

### Note 1:

- 1. In school districts where Category 5+ existed on June 30, 2006:
  - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.
  - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.

2. In school districts where Category 5+ is being newly implemented:
  - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

Upon the conclusion of the Transition Process above, the provisions of this Article shall supersede and replace all previous provisions which addressed the same or similar matters.

See Letter of Understanding No. 14 for additional transition provisions.

*Article B.13 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 his/her 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 on Call

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



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 he/she has changed his/her 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 he/she has changed his/her 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 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 he/she acts 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: BONUSSES**

**1. Professional Improvement Bonus**

The Board shall pay a bonus of one hundred and forty dollars (\$142.80) per unit of credit, up to a maximum of nine (9) units per calendar year--a teacher on a full year's leave may split the units over two calendar years--obtained by a teacher attending summer school sessions or winter courses; one hundred and forty dollars (\$142.80) per unit of credit for courses obtained through Knowledge Network; and seventy dollars (\$71.40) per unit of credit for courses obtained through correspondence 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 British Columbia.

2. **Category 5 plus 15 Bonus**

[Effective September 1, 2007, Article B.22.2 is replaced by Article B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

Teachers with Category 5 certificates plus 15 approved credits will receive 15/18 of the difference between Category 6 and Category 5 per annum. The bonus is to be paid in equal installments. (See Appendix for Bonus Schedule).

**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 initialed 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 September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - 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-on-Call
  - a.      Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
  - b.      For the purpose of calculating seniority credit:
    - i.      Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-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 paragraph 1.
4. Effective July 1, 2006, 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.
  6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

*Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.*

### **Local Provisions**

#### **7. 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.2.7.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher 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.2.7.a and C.2.7.b, the following conditions will apply:
  - i. The employee with the greatest total service, taking into consideration teacher 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 College of Teachers 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.

## 8. **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 updating of the list will be available to the Association on request.

## **ARTICLE C.3: 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 his/her 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 his/her 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.3.5.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.3.5.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.3.7 of this Agreement; or
  - ii. if the teacher refuses to accept two positions equivalent to that held at the time of layoff for which he/she possesses 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 his/her 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.3.3 (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 his/her 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.3.5 above and who is not otherwise employed shall be entitled, if otherwise eligible, to continue his or her 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 his/her 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.3.5, 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.3.7.b, the calculation of years of service shall commence with the date of such re-hiring.

*Article C.4 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.3.5.
- 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 he/she 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, he/she 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 his/her 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 ON CALL AND TEACHER REPLACEMENTS**

1. A list of certificated teachers who have agreed to act as teachers on call will be maintained and a copy forwarded to the Association in September and January each year. Teachers 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 on call is required, a teacher on call will be provided, if available. If a teacher 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 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 on call, the Administrative Officer shall make the appointment of the teacher on call, if available. Should no teacher 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 on call list 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 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 on call shall carry out the assignment. A teacher 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 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 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 his/her 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, he/she 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 he/she 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 he/she 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 his/her report.
  - g. If a teacher believes he/she has 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, he/she shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and his/her 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 his/her 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**

**[ARTICLES D1, D.2 AND D.10 REMOVED BY LEGISLATION – INTENTIONALLY LEFT BLANK]**

### **ARTICLE D.3:      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.3.4 thru Article D.3.7 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.3.6 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.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 this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

*Article D.6 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.8, 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 him/her 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.
  - 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 his/her 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 his/her 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, W.C.B. 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 W.C.B. Regulations, accompany W.C.B., 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 UBCJA representatives at a mutually agreeable time.
9. Minutes of committee meetings shall be prepared and distributed to employee groups, the Secretary-Treasurer and W.C.B.
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, he/she 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 females or males 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, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

### **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. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. 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. For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or

- ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person 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 demeans, belittles, intimidates, or humiliates another 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. such misuses of power or authority as intimidation, threats, coercion and blackmail.
- b. The definition of "sexual harassment" shall include:
- 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 his/her feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach his/her 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 specific behaviours which 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 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 investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
  - ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) 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 E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of 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 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 his/her case and be accompanied by a member of the Association or the British Columbia Teachers' Federation.

## **ARTICLE E.21: 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. He/she 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, 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 his/her 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 he/she so desires. 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 his or her 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 he/she has children, or because he/she is 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 his/her 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 his/her file and the teacher may be accompanied by an individual of his/her 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 he/she 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 and any teacher who has asked to be informed of postings shall be contacted by the Board by email or phone, provided the teacher can be reached at a phone number left with the Board. 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 he/she 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 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, he/she 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 on call, will be compiled. Seniority for teachers 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 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 his/her continuing status regardless of the position to which he/she is 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 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 his/her geographical area without Agreement of the teacher unless no junior position remains in the teacher's geographical area for which he/she has 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.3 (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 he/she believes 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 he/she has the necessary qualifications,
  - b. the teacher has the least District-wide seniority among teachers in his/her 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 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 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 his/her 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 his/her 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. Effective September 1, 2006, 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. 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.
  4. 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.
  5. 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.
  6. Seniority shall continue to accrue during the period of the compassionate care leave.
  7. 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 to G.19 Reserved for provincial language*

## **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 his/her 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 his/her 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 his/her 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 his/her 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 he/she is 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 31<sup>st</sup> of his/her intention to return, it will be presumed that he/she has 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.3.7.
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 his/her 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 she is 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 her 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 his/her 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. **Bereavement Leave** of up to three (3) days in the event of the death of a parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, ward, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law or common-law spouse, to attend the funeral and/or attend to the affairs of the deceased. In special circumstances (e.g. unusual length of travel time) the Superintendent may grant up to two (2) additional days.
3. **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.
4. **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).
5. **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.
6. **Adoptive Leave** of up to three (3) days for a teacher who adopts a child to be taken in connection with the adoption procedures.
7. **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.
8. **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.
9. **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 his/her position. In such cases unpaid leave may be granted instead of paid leave.
10. **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 his/her supervisor, to use his/her 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**

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 he/she is qualified.
- iii. Upon completion of office, the teacher shall receive priority of placement in his/her area of expertise and geographical zone--the latter provision is not intended to restrict a teacher from requesting transfer out of his/her zone. The position will not necessarily be his/her former position. The teacher shall be notified in writing during the first week of March of the last leave year that he/she is 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 31<sup>st</sup> of his/her intention to return, it will be presumed that he/she has 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 him/her to devote his/her capacities to his/her 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 15<sup>th</sup> 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 he/she is entitled to a position the following September 1<sup>st</sup> (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 31<sup>st</sup> of his/her intention to return, it will be presumed that he/she has 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 15<sup>th</sup> exceeds five percent (5%) then the length of teaching experience in the district shall be used to determine preference. After April 15<sup>th</sup>, where leave is granted, it shall be on a priority of application basis except for extraordinary circumstances (E.g. university entrance/scholarship).
- b. A teacher applying for a full school year's absence will normally only be considered if he/she 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.

**APPENDICES**

**LOCAL LETTERS OF UNDERSTANDING/ INTENT/ MEMORANDA OF AGREEMENT**

**APPENDIX A**

**SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)**

**SALARY GRID AS OF JULY 1, 2006**

<b>Step Increment</b>	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
<b>0</b>	\$ 38,966	\$ 41,795	\$ 44,880	\$ 45,964
<b>1</b>	\$ 40,851	\$ 44,222	\$ 47,569	\$ 48,658
<b>2</b>	\$ 42,737	\$ 46,648	\$ 50,257	\$ 51,353
<b>3</b>	\$ 44,622	\$ 49,075	\$ 52,946	\$ 54,047
<b>4</b>	\$ 46,507	\$ 51,501	\$ 55,635	\$ 56,741
<b>5</b>	\$ 48,392	\$ 53,928	\$ 58,323	\$ 59,436
<b>6</b>	\$ 50,277	\$ 56,354	\$ 61,012	\$ 62,130
<b>7</b>	\$ 52,162	\$ 58,781	\$ 63,701	\$ 64,824
<b>8</b>	\$ 54,047	\$ 61,207	\$ 66,389	\$ 67,519
<b>9</b>	\$ 55,932	\$ 63,634	\$ 69,078	\$ 70,213
<b>10</b>	\$ 57,817	\$ 66,060	\$ 71,766	\$ 72,907

**SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)**

**SALARY GRID AS OF JULY 1, 2007**

<b>Step Increment</b>	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
<b>0</b>	\$ 39,941	\$ 42,840	\$ 46,002	\$ 47,113
<b>1</b>	\$ 41,873	\$ 45,327	\$ 48,758	\$ 49,875
<b>2</b>	\$ 43,805	\$ 47,815	\$ 51,514	\$ 52,637
<b>3</b>	\$ 45,737	\$ 50,302	\$ 54,270	\$ 55,398
<b>4</b>	\$ 47,669	\$ 52,789	\$ 57,026	\$ 58,160
<b>5</b>	\$ 49,602	\$ 55,276	\$ 59,781	\$ 60,922
<b>6</b>	\$ 51,534	\$ 57,763	\$ 62,537	\$ 63,683
<b>7</b>	\$ 53,466	\$ 60,250	\$ 65,293	\$ 66,445
<b>8</b>	\$ 55,398	\$ 62,737	\$ 68,049	\$ 69,207
<b>9</b>	\$ 57,330	\$ 65,225	\$ 70,805	\$ 71,968
<b>10</b>	\$ 59,263	\$ 67,712	\$ 73,561	\$ 74,730

**SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)**

**SALARY GRID AS OF JULY 1, 2008**

<b>Step Increment</b>	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
<b>0</b>	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
<b>1</b>	\$ 42,920	\$ 46,461	\$ 49,977	\$ 51,122
<b>2</b>	\$ 44,900	\$ 49,010	\$ 52,802	\$ 53,952
<b>3</b>	\$ 46,881	\$ 51,559	\$ 55,626	\$ 56,783
<b>4</b>	\$ 48,861	\$ 54,109	\$ 58,451	\$ 59,614
<b>5</b>	\$ 50,842	\$ 56,658	\$ 61,276	\$ 62,445
<b>6</b>	\$ 52,822	\$ 59,207	\$ 64,101	\$ 65,275
<b>7</b>	\$ 54,803	\$ 61,757	\$ 66,925	\$ 68,106
<b>8</b>	\$ 56,783	\$ 64,306	\$ 69,750	\$ 70,937
<b>9</b>	\$ 58,764	\$ 66,855	\$ 72,575	\$ 73,767
<b>10</b>	\$ 62,567	\$ 71,140	\$ 77,285	\$ 78,513

Benefit from Letter of Understanding No. 11 - 2008 Salary Harmonization:

2.5% only:	\$ 60,744	\$ 69,405	\$ 75,400	\$ 76,598
Harmonization:	\$ 62,567	\$ 71,140	\$ 77,285	\$ 78,513
Harmonization %:	3.00%	2.50%	2.50%	2.50%

**SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)**

**SALARY GRID AS OF JULY 1, 2009**

<b>Step Increment</b>	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
<b>0</b>	\$ 41,963	\$ 45,009	\$ 48,331	\$ 49,498
<b>1</b>	\$ 43,993	\$ 47,622	\$ 51,226	\$ 52,400
<b>2</b>	\$ 46,023	\$ 50,235	\$ 54,122	\$ 55,301
<b>3</b>	\$ 48,053	\$ 52,848	\$ 57,017	\$ 58,203
<b>4</b>	\$ 50,083	\$ 55,461	\$ 59,912	\$ 61,104
<b>5</b>	\$ 52,113	\$ 58,074	\$ 62,808	\$ 64,006
<b>6</b>	\$ 54,143	\$ 60,687	\$ 65,703	\$ 66,907
<b>7</b>	\$ 56,173	\$ 63,300	\$ 68,599	\$ 69,809
<b>8</b>	\$ 58,203	\$ 65,914	\$ 71,494	\$ 72,710
<b>9</b>	\$ 60,233	\$ 68,527	\$ 74,389	\$ 75,612
<b>10</b>	\$ 64,131	\$ 72,918	\$ 79,217	\$ 80,476

**SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)**

**SALARY GRID AS OF JULY 1, 2010**

<b>Step Increment</b>	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
<b>0</b>	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
<b>1</b>	\$ 44,872	\$ 48,575	\$ 52,251	\$ 53,448
<b>2</b>	\$ 46,943	\$ 51,240	\$ 55,204	\$ 56,407
<b>3</b>	\$ 49,014	\$ 53,905	\$ 58,157	\$ 59,367
<b>4</b>	\$ 51,084	\$ 56,571	\$ 61,111	\$ 62,326
<b>5</b>	\$ 53,155	\$ 59,236	\$ 64,064	\$ 65,286
<b>6</b>	\$ 55,226	\$ 61,901	\$ 67,017	\$ 68,245
<b>7</b>	\$ 57,296	\$ 64,566	\$ 69,970	\$ 71,205
<b>8</b>	\$ 59,367	\$ 67,232	\$ 72,924	\$ 74,164
<b>9</b>	\$ 61,437	\$ 69,897	\$ 75,877	\$ 77,124
<b>10</b>	\$ 65,414	\$ 74,376	\$ 80,801	\$ 82,085



## APPENDIX B

### SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

#### ALLOWANCES

##### Article B.21.1 Head Teachers and Department Heads:

###### B.21.1.a: Head Teachers

Effective July 1, 2006:	\$ 2,050.00
Effective July 1, 2007:	\$ 2,101.25
Effective July 1, 2008:	\$ 2,153.78
Effective July 1, 2009:	\$ 2,207.63
Effective July 1, 2010:	\$ 2,251.78

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

Effective July 1, 2006:	\$ 1,640.00
Effective July 1, 2007:	\$ 1,681.00
Effective July 1, 2008:	\$ 1,723.03
Effective July 1, 2009:	\$ 1,766.10
Effective July 1, 2010:	\$ 1,801.42

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

Effective July 1, 2006:	\$ 1,096.75
Effective July 1, 2007:	\$ 1,124.17
Effective July 1, 2008:	\$ 1,152.27
Effective July 1, 2009:	\$ 1,181.08
Effective July 1, 2010:	\$ 1,204.70

###### B.21.2.d: Teacher-In-Charge

	Full Day	Half Day
Effective July 1, 2006	\$ 25.63	\$ 12.81
Effective July 1, 2007:	\$ 26.27	\$ 13.13
Effective July 1, 2008:	\$ 26.92	\$ 13.46
Effective July 1, 2009:	\$ 27.60	\$ 13.80
Effective July 1, 2010:	\$ 28.15	\$ 14.07

###### B.21.3: Coordinators of Special Education and Alternate Programs

Effective July 1, 2006:	\$ 3,177.50
Effective July 1, 2007:	\$ 3,256.94
Effective July 1, 2008:	\$ 3,338.36
Effective July 1, 2009:	\$ 3,421.82
Effective July 1, 2010:	\$ 3,490.26

**B.21.4.a: Geographical Allowance**

Effective July 1, 2006:	\$	512.50
Effective July 1, 2007:	\$	525.31
Effective July 1, 2008:	\$	538.45
Effective July 1, 2009:	\$	551.91
Effective July 1, 2010:	\$	562.94

## 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.

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#### Criterion 1. Effective teachers are skilled managers

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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

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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

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The teacher demonstrates, in his or her 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 his/her 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.
-

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

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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

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The teacher demonstrates, in his or her 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 his/her 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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