

PROVINCIAL COLLECTIVE AGREEMENT

July 1, 2022 to June 30, 2025

- Between –

**Board of Education of School District No. 38 (Richmond) /
B.C. Public School Employers' Association**

- and –

**Richmond Teachers' Association /
British Columbia Teachers' Federation**

On behalf of all employees included in the bargaining
unit established under the *Public Education Labour
Relations Act (PELRA)*

Please note: This working document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to School District No. 38 (Richmond). In the event of dispute, the original source documents would be applicable.

Acknowledgement of Traditional Territories

The employer and the union acknowledge that the Province of British Columbia is situated on the traditional territories of many First Nations, each with their own unique traditions and history. We commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups.

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FORWARD

The purpose of this working document is to provide updated Information to the Board and the Association and teachers and Administrators in implementing and working with the provisions of the melded 2022 - 2025 Collective Agreement. These provisions include the previous 2019 - 2022, the previous 2013 – 2019 Collective Agreement, the previous 2011 – 2013 Collective Agreement, the previous 2006 - 2011 Collective Agreement, the 2001 – 2004 Provincial Collective Agreement, the previous 1998 – 2001 RSD - RTA Collective Agreement, legislative changes and the 2022-2025 Provincial Agreement.

This working document is organized to facilitate ready access to information. It is not the official collective agreement and therefore, if there are errors or omissions or disagreement as to sequencing and format, the original documents as agreed to by BCPSEA and BCTF and/or as legislated shall prevail.

Provincial Matters Articles and Clauses are found first in each Section. Local matters Articles and Clauses generally follow the provincial language.

PREAMBLE

The parties recognize and support the purposes of this Agreement:

- a. to set forth the terms and conditions of employment agreed to between parties;
- b. to promote harmonious relations between the Board and the Association;
- c. to set forth mechanisms for the expeditious settlement of disputes which may arise as to the application or interpretation of the Agreement without interruption of services or stoppage of work; and
- d. to encourage cooperation through collegial decision making in providing efficient quality education services to the pupils in the District.

This Agreement is made pursuant to and governed by the School Act and Regulations, the Labour Relations Code, and the Public Education Labour Relations Act.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

**** Provincial Language ****

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2019, to June 30, 2022, including any amendments agreed to by the parties during that period.

- 1.1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2022, to June 30, 2025. 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.
- 1.2. In the event that a new Collective Agreement is not in place by June 30, 2025, the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- 1.3. 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.
- 1.4.
 - 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.
- 1.5.
 - 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*.

Section A: The Collective Bargaining Relationship

ARTICLE A.2 RECOGNITION OF THE UNION

- 2.1. 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.
- 2.2. Pursuant to *PELRA*, the employer in each district recognizes the local in that district 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.
- 2.3. 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

- 3.1. 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.
- 3.2. 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

- 4.1. 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.
- 4.2. 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.

Section A: The Collective Bargaining Relationship

- 4.3. 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.
- 4.4. 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.
- 4.5. The employer shall provide to the BCTF and the local 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

- 5.1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- 5.2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent or designate, and the president or designate of the local may meet and discuss the matter.
- 5.3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher Teaching on Call (TTOC) costs shall be borne by the employer.
- 5.4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half-day" meeting shall receive a half-day's pay. If the meeting extends past a "half-day," the TTOC shall receive a full-day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

- 6.1. 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

- 6.2. 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

Section A: The Collective Bargaining Relationship

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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

Section A: The Collective Bargaining Relationship

- 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.

6.7. 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.

6.8. 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

Section A: The Collective Bargaining Relationship

- 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.

6.9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher Teaching on Call (TTOC) is required, such costs shall be borne by the employer;
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

7.1. Scope

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

Section A: The Collective Bargaining Relationship

7.2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.

Section A: The Collective Bargaining Relationship

- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

**** Local Language ****

7.3. Expedited Arbitration

- a. After completion of the grievance procedure but prior to referral to arbitration, the party originating the grievance may refer the matter to expedited arbitration.
- b. All grievances except the following may be referred to expedited arbitration:
 - i. dismissals;
 - ii. suspensions, and;
 - iii. policy or general grievances.

**** Provincial Language ****

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

- 9.1. 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.

Section A: The Collective Bargaining Relationship

- 9.2. 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.
- 9.3. 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).
- 9.4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

- 10.1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
- 10.2. Upon written request to the superintendent or designate from the Ministry of Education, a Teacher Teaching on Call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the Collective Agreement.
- 10.3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

**** Local Language ****

ARTICLE A.21 MANAGEMENT RIGHTS

- 21.1. The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation and provided such rights and responsibilities are not exercised capriciously or arbitrarily.

ARTICLE A.22 ASSOCIATION USE OF BOARD FACILITIES AND RESOURCES

- 22.1. The Association shall have access, following established procedures, without cost, to District facilities, services and equipment for the purposes of communication with the membership and Association business or activities, providing the Board bears no additional cost.

Section A: The Collective Bargaining Relationship

ARTICLE A.23 STAFF REPRESENTATIVES

- 23.1. The Board and the Association acknowledge that a Staff Representative may accompany an employee to any meeting where a right to representation is referenced in this Agreement, including Article A.23.2.
- 23.2. Release time with pay shall be provided for the Chief Staff Representative or designated Staff Representative to be present, upon request, at a meeting between an employee and an Administrative Officer or Board official. If such meetings are scheduled during instructional hours Teachers Teaching on Call (TTOCs), if required, will be provided at the cost of the Board. This does not preclude the scheduling of such meetings outside of instructional hours.
- 23.3. Release time with pay shall be provided for the Chief Staff Representative or designate to participate in an arbitration hearing provided the Association reimburses the Board TTOC costs.
- 23.4. The Chief Staff Representative or designated Staff Representative in each school shall convene in the school, outside of instructional hours, meetings of members to conduct Association business.

ARTICLE A.24 ACCESS TO INFORMATION

- 24.1. The Board, upon request of the RTA President or designate, agrees to furnish, electronically, unless a printed copy is requested by the Association, within a reasonable period of time, information concerning the district financial resources and district professional staff. The nature of such information shall be in keeping with past practice and shall include, but not be limited to:
 - a. financial information including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determination and other information available to the public;
 - b. professional teacher information including a list of teachers, showing their names, addresses, phone numbers, a seniority list, a staff school assignment list and a temporary teacher employment journal;
 - c. notifications of transfers, reassignments, hirings, resignations, retirements, teacher deaths, less than satisfactory evaluations and employment advertisements for teaching personnel;
 - d. agendas and minutes of all regular Board meetings and all attachments thereto at the time of distribution to the Board, and
 - e. detailed class size information (i.e. secondary school teacher schedule reports, 2005 forms, elementary SA-7).

Section A: The Collective Bargaining Relationship

ARTICLE A.25 PICKET LINE PROTECTION

- 25.1. All teachers covered under this Agreement have the right to refuse to cross or work behind a picket line established by a trade union unless such picket line is declared illegal by the Labour Relations Board or the courts.
- 25.2. 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.
- 25.3. Any teacher failing to report for work under this Article shall be considered to be absent without pay.
- 25.4. Teachers covered under this Agreement shall not be requested or directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike except for emergency matters which would present an immediate threat to the health and safety of students.

ARTICLE A.26 COPY OF AGREEMENT

- 26.1. The Board shall provide every teacher with an electronic copy of this agreement as soon as possible following the finalization of the Collective Agreement.
- 26.2. The Board shall print enough copies for ten (10) percent of the total teaching population. Seventy-five (75) percent of these copies will be given to the Association and twenty-five (25) percent will be retained by the Board for distribution as needed. In addition, three (3) printed copies of the Agreement shall be sent to each school.
- 26.3. If, at some time during the term of this Agreement, the printed copies are all distributed, the Board shall print additional copies upon request as needed unless by mutual agreement otherwise of the Board and the Association.

ARTICLE A.27 STAFF ORIENTATION

- 27.1. Within 60 days of appointment to the Board, all teachers new to the staff of the Board will be offered an orientation provided by the Board. The orientation will acquaint new teachers with the basic operation of the school district. The RTA President or designate will be invited to participate in the orientation.

ARTICLE A.28 EXCLUSIONS FROM THE BARGAINING UNIT

- 28.1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- 28.2. Notwithstanding Article A.28.1 and in accordance with Article D.31.1.a (Head Teachers), in any school with a Head Teacher and more than 5.0 FTE teachers, the Board may re-designate the position to that of Administrative Officer.

Section A: The Collective Bargaining Relationship

- 28.3. The Board shall notify the Association of any new educational job classification offered in the district and submit to the Association offices a written job description of the new position(s).
- 28.4. Newly created job classifications or reclassified positions except those excluded under the Labour Relations Code, or those with responsibilities for evaluation of teachers as provided for in the School Act and Regulations, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

ARTICLE A.29 DISTRICT-ASSOCIATION CONSULTATION COMMITTEE MEETINGS

29.1. Board-Association Consultation Committee

- a. On the request of either party, the Board and the Association shall establish and maintain a Joint Consultation Committee for the purpose of promoting collaborative and harmonious relations between the Board and the Association and the creative resolution of issues relating to the workplace that affect the parties.
- b. The committee shall consist of the Superintendent, a senior representative of Human Resources, two (2) Trustees, the RTA President and up to three (3) members of the Association.
- c. The RTA President and the Superintendent shall communicate at least forty-eight (48) hours prior to the Board/Association Consultation Committee meeting to set and agree on an agenda for that meeting.

29.2. Human Resources-Association Consultation Committee

- a. The Table Officers of the Association shall meet every two (2) weeks, where possible, with senior representatives of the Human Resources Department to discuss matters related to the interpretation, application and enforcement of this Collective Agreement, district policy and practices, and other matters of mutual concern.
- b. The RTA President and the Executive Director – Human Resources, or their designates, shall communicate at least forty-eight (48) hours prior to the Committee meeting to set and agree on an agenda for that meeting.
- c. Where mutual agreement has been reached between the parties, the Executive Director – Human Resources, or their designate and the RTA President may jointly publish bulletins or other documents which explain matters related to the interpretation and application of this Collective Agreement, and of district policy and practices.

29.3. Executive Team- RTA Executive Consultation Committee

- a. Members of the Executive Team of the District (Superintendent, Deputy, Superintendent, Associate and Assistant Superintendents, the Executive Director-Human Resources) and, as needed, other members of the Executive Team shall meet with the RTA Executive monthly during the school year to discuss matters of mutual concern.

Section A: The Collective Bargaining Relationship

- b. The RTA President and the Superintendent, or their designates, shall communicate at least forty-eight (48) hours prior to the Committee meeting to set and agree on an agenda for that meeting.

ARTICLE A.30 STAFF COLLEGIAL COUNCIL

30.1. The Board and the Association endorse the concept of Staff Collegial Councils. A Staff Collegial Council shall be established in each school by September 30.

- a. Support Services Personnel

For purposes of this Article, Support Services personnel reporting to the Superintendent of Schools or designate shall be considered to be a school staff and may establish a Staff Collegial Council pursuant to this Article.

In the event that a recommendation of the Support Services SCC is in conflict with a recommendation of a school SCC, the recommendation of the school SCC shall prevail.

30.2. The size and membership of the Staff Collegial Council shall be determined by the staff and shall include two (2) voting School Based Administrative Officers in schools of 10 FTE teachers or more and one (1) voting School Based Administrative Officer in schools of less than 10 FTE teachers.

30.3. Role of the Staff Collegial Council

- a. The Staff Collegial Council shall operate without taking away from the duties and responsibilities of the school Principal as set out in the School Act and Regulations.
- b. The Staff Collegial Council may make recommendations to the staff, subject to the provisions of this Collective Agreement and to Board goals, policies and regulations.
- c. The Council may perform the following functions:
 - i. review and make recommendations on the basis of sound educational process, class composition and class size, the utilization of staff including the use of auxiliary staff, to facilitate the most effective utilization of staff resources at the school level;
 - ii. study and make recommendations, as necessary on:
 - (a) educational objectives and philosophy of the school;
 - (b) changes in curriculum offerings, school organization, timetabling;
 - (c) the use of new teaching techniques, media, materials or equipment;
 - (d) school policies with respect to student evaluation and reporting procedures;
 - (e) professional development programs and non-instructional days;
 - (f) school regulations, routines and policies;
 - (g) the most effective use of school financial resources, and;
 - (h) any other policy or procedural matter relating to the operation of the school exclusive of personnel or Association business;

Section A: The Collective Bargaining Relationship

- iii. to review and make recommendations upon the request of a teacher, the teacher's assignment with regard to:
 - (a) suitable instructional assignment,
 - (b) class size issues other than violations of Article D.1 of this Agreement;
 - (c) class composition
 - (d) an adequate supply of learning materials;
 - (e) time to plan, and prepare for class and individual instruction, mentoring, peer coaching, professional development and consultation and reporting to students and parents, and;
 - (f) adequate physical requirements and auxiliary staff.

30.4. Procedures

- a. The Staff Collegial Council shall be elected at least annually in accordance with procedures established by the staff.
- b. A teacher shall be elected Chairperson of the council by secret ballot.
- c. Regular council meetings shall be held throughout the year, an agenda shall be prepared by the Chairperson in consultation with the Principal and published prior to the meeting and a record of the proceedings shall be distributed.
- d. Decisions and/or recommendations of the council shall be made by consensus or by a two-thirds majority vote of the votes cast.
- e. A quorum of the Staff Collegial Council shall be determined by the school staff and shall include either the Principal or Vice-Principal.
- f. Meetings of the school staff shall be called for the purpose of consideration or ratification of council recommendations.

30.5. Implementation of Council Decisions and/or Recommendations

- a. Staff Collegial Council decisions and/or recommendations which have been ratified by a school staff by a two-thirds majority secret ballot vote of the votes cast shall be binding on all members of the staff upon implementation.
- b. Should the school administration choose not to implement a Staff Collegial Council decision or staff recommendation, reasons shall be provided to the Council Chairperson within seven (7) working days. Such reasons shall, upon request, be in writing.
- c. Should the Council wish to pursue the matter further, a written request to the Principal for a meeting may be made by the council Chairperson within seven (7) working days. The meeting, to be called within ten (10) working days of delivery of the request, shall include the Chairperson of the council, the RTA President, the Principal of the school and the appropriate Area Superintendent or designate. Following the meeting, the Principal of the school shall render a decision in writing.

Section A: The Collective Bargaining Relationship

- d. Should the meeting referred to in Article A.30.5.b fail to resolve the matter, the issue in question may be referred in writing by the council Chairperson to the Superintendent of Schools, or designate, who shall within seven (7) working days render in writing, a final and binding decision.
- e. It is agreed that the subject of this Article, as itemized in Article A.30.3, the decision of the Principal in Article A.30.5.b and the decision of the Superintendent, or designate, in Article A.30.5.c, is specifically excluded from the provisions of the Grievance Procedure, Arbitration and Expedited Arbitration.

ARTICLE A.31 EDUCATION ASSISTANTS

31.1. All education assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the designated periods of time. Teachers shall not assume employment supervision responsibilities for education assistants.

31.2. Education assistants shall not assume the instructional duties and responsibilities of teachers pursuant to School Act Section 17(1), 17(2), and School Regulation 4.

[Note: See Appendix A - Duties of Teachers.]

31.3. Education assistants shall not assume whole class instructional responsibilities when a teacher is absent from the classroom but may continue small group assistance as specified by the teacher.

ARTICLE A.32 NO CONTRACTING OUT

32.1. Except as provided for in School Act, School Regulation 5 (6), all work performed by members of the bargaining unit as part of their regular duties and responsibilities as enumerated in the School Act, shall continue to be performed only by members of the bargaining unit. The Board shall not contract out duties of the type and kind that would normally and regularly be performed by members of the bargaining unit.

ARTICLE A.33 ADULT EDUCATION DEFINITIONS

33.1. "Adult Education Teachers" are employees teaching in Continuing Education's Adult Secondary Graduation Program.

33.2. "Adult Education Program" is the Continuing Education's Adult Secondary Graduation Program.

SECTION B SALARY AND ECONOMIC BENEFITS

**** Provincial Language ****

ARTICLE B.1 SALARY

- 1.1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2022
 - i. \$427 to each step of the salary grid; and
 - ii. 3.24%
 - b. Effective July 1, 2023
 - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
 - c. Effective July 1, 2024
 - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9
- 1.2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:
 - a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
 - b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
 - c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.
- 1.3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One-Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate

Section B: Salary and Economic Benefits

- 1.4. The following allowances shall not be adjusted by the percentage increases in B.1.1 above:
- a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies
- 1.5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
- 1.6. Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
- 1.7. Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
- 1.8. Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.
- 1.9. 2023 and 2024 Cost of Living Adjustments (COLA)

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in B.1.1 means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

[Note: See Schedule A – Salary Grids.]

Section B: Salary and Economic Benefits

**** Local Language ****

- 1.10. A part time teacher's salary shall be prorated from a full time teacher's salary.

[Note: See also Local Articles B.21 (Placement on Salary Grid) – B.31 (Out of Pocket Expenses).]

**** Provincial Language ****

ARTICLE B.2 TTOC PAY AND BENEFITS

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

**** Local Language ****

- b. TTOCs in the Adult Education Program shall be paid 1/1000 of their category classification and experience, to a maximum of the rate as per Article B.2.6.a., for each hour worked.
- c. A callout for a TTOC in the Adult Education Program shall be a minimum of 2 hours duration.

Section B: Salary and Economic Benefits

2.7. A TTOC with a valid BC Teaching Certificate will be paid per Article B.2.6.a and as follows:

- a. prorated for:
 - i. 1.0 per diem salary for a full day assignment in the same school;
 - ii. 0.6 per diem salary for a morning assignment;
 - iii. 0.5 per diem salary for an afternoon assignment;
 - iv. the per diem salary for partial day assignments which exceed the normal duration of a morning or afternoon assignment shall be adjusted upward accordingly, and;
 - v. the maximum daily rate available for a TTOC shall not exceed 1.0 per diem.
- b. bi-weekly, all wages earned for the pay period inclusive of allowances in lieu of benefits.

2.8. Length of Service

- a. When a TTOC is reassigned to the same teaching assignment within two (2) days of having served five (5) or more consecutive days in that assignment, the assignment shall resume, as if it had not been interrupted.
- b. Professional days occurring during an assignment of six (6) or more consecutive days shall count as a day of work, provided the TTOC is in attendance and carries out professional duties. A TTOC on a long term assignment who does not attend a professional day shall not be paid for that day. Professional days shall not count as a break in service in an assignment regardless of the length of the assignment or time at which the professional day occurs.
- c. A TTOC's assignment of six (6) days or more shall not be considered broken by:
 - i. a professional day;
 - ii. a strike or lockout, and;
 - iii. the TTOC's illness for one (1) day provided a TTOC is still required in that position.

2.9. Sick Leave

During a long term TTOC assignment, a TTOC may be absent on sick leave without pay for a period not exceeding 1 & 1/2 days per month pro-rated; and shall continue, on return to their assignment, to be paid at the rate applicable for long term placement. Such periods of permitted absence shall not accumulate and shall not be transferred from one assignment to another assignment.

**** Provincial Language ****

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Article B.3 does not apply in SD 38 (Richmond).

Section B: Salary and Economic Benefits

ARTICLE B.4 EI REBATE

- 4.1. 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.
- 4.2. 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

- 5.1. 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.
- 5.2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- 5.3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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;

Section B: Salary and Economic Benefits

- b. no later than sixty (60) days following the commencement of employment.
- 5.8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
- 5.9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 5.10. 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.
- 5.11. 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

- 6.1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
- 6.2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- 6.3. 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

7.1. 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.

7.2. Personally Owned Professional Material

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;

Section B: Salary and Economic Benefits

- c. If applicable, a copy of the claim approval from their insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

- 8.1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- 8.2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- 8.3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- 8.4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- 8.5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- 8.6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- 8.7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
- 8.8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
- 8.9. The employer shall inform employees of the Plan at the time of hire.
- 8.10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

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[Note: Article B.8 does not apply to Adult Education Teachers.]

ARTICLE B.9 PAY PERIODS

- 9.1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
- 9.2. Except where an employee elects to receive payments over twelve months pursuant to Article B.8, an employee shall be paid their annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
- 9.3. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.

**** Local Language ****

- 9.4. Teachers shall be paid in 10 monthly instalments, with a mid month advance of 50% of their net salary except for the month of December. Such mid month advances will normally be paid on the teaching day closest to the 15th of the month. The month end payment will be made on the last teaching day in the month. For the month of December teachers will receive a single monthly instalment on the closest teaching day on or before December 15.

This salary shall be inclusive of statutory holiday and vacation pay.

- 9.5. Adult Education Program Pay Periods

The following pay structure applies to all Adult Education Program assignments:

- a. Adult Education Program assignments shall be paid bi-weekly per the teacher's hourly rate.
- b. Adult Education Program assignments are not eligible for the twelve-month pay plan option per Article B.8 (Optional Twelve-Month Pay Plan).

**** Provincial Language ****

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

- 10.1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of:

Effective July 1, 2022	\$0.60/kilometre
Effective July 1, 2023	\$0.64/kilometre
Effective July 1, 2024	\$0.66/kilometre

Section B: Salary and Economic Benefits

- 10.2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
- 10.3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
- 10.4. Article B.10.4 does not apply in SD 38 (Richmond)

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

**** Provincial Language ****

ARTICLE B.11 BENEFITS

- 11.1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
- 11.2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
- 11.3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 percent (100%) of the premium costs.
- 11.4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

**** Local Language ****

- 11.5. General
 - a. Benefits incorporated in this Article apply to Temporary Contract and Continuing Contract teachers covered under this Agreement.
 - b. The Board shall provide each teacher, at the time of employment, with an application or enrolment form for participation in all benefit plans that are considered to be a condition of employment.
 - c. The Board shall inform all new teachers of optional benefit plans and shall provide an opportunity for enrolling in these plans.
 - d. If a teacher receives benefit coverage through their spouse they may apply for an exemption from the plan. All applications for opting out of or exemption from participation in benefits shall be kept on file by the Board.

Section B: Salary and Economic Benefits

- e. Participation in the benefit plans shall be compulsory for all continuing and temporary teachers covered by this Agreement save and except when the teacher has similar coverage under a spouse's plan for the benefits in Article B.11.6.b, B.11.6.c or B.11.6.d.
- f. Upon the request of a teacher, the Board shall provide information concerning the following:
 - i. the benefit plans in which the teacher is enrolled and the cost to the Board and the teacher, and;
 - ii. the optional benefit plans available to the teacher and the cost of participation.
- g. The Board shall assist the teacher in claiming benefits under the various benefit plans by providing the necessary application forms and the name and address of the carrier.

11.6. Benefits - Coverage and Cost Sharing

a. Life Insurance

- i. The Board shall pay one hundred per cent (100%) of the cost of premiums of a group life insurance plan which shall provide life insurance in an amount approximately equal to four (4) times annual earnings. Participation in the plan is considered to be a condition of employment.
- ii. An Accidental Death and Dismemberment Plan shall be made available by the Board to all teachers on a voluntary basis.

b. Medical Services Plan

The Board shall pay eighty per cent (80%) of the cost of the premium for the BC Medical Services Plan.

c. Extended Health Benefits

Participation in the extended health benefit plan is contingent upon participation in the Medical Services Plan – Province of British Columbia. The Board shall pay one hundred per cent (100%) of the cost of premiums of the Provincial Extended Health Benefit Plan.

[Note: See Appendix A to Provincial Letter of Understanding No. 9.]

d. Dental Plan

The Board shall pay one hundred percent (100%) of the cost of the premiums of a dental plan which shall include:

Plan A - Basic dental coverage is 85% (as per the provincial minimum).

Plan B - 60 per cent

Plan C - Orthodontics coverage is 75% (as per the provincial minimum).

Section B: Salary and Economic Benefits

The maximum lifetime payment under Plan C shall be five thousand (\$5,000) dollars per member, spouse or dependent child (as per the provincial minimum).

e. Death Benefit

- i. In the event of the death of a teacher who, at the time of death had served the Board continuously for six (6) months and has received salary from the Board or BCTF SIP Short Term Benefits during any of the immediately preceding three (3) calendar months, the Board shall pay one (1) month's salary to the spouse or common-law partner of the deceased, or to the estate if there is no surviving spouse or common-law partner.
- ii. This sum shall be paid in addition to any amount earned by the deceased up to the date of death.
- iii. The Board shall also maintain the teacher's benefit plans (Medical, Extended Health, Dental) for a three (3) month period following death if so required by the surviving spouse or common-law partner.

f. Continuation of Premiums

- i. Where a teacher is on medical Leave of Absence or Article G.2 (Compassionate Care Leave) the Board shall pay its share of the premiums for the following benefits:
 - (a) Medical Services Plan
 - (b) Extended Health Benefits Plan
 - (c) Group Life Insurance
 - (d) Dental Planand while the teacher is in receipt of BCTF Salary Indemnity Plan (Short term) Benefits and to a maximum of two (2) years while the teacher is in receipt of BCTF Salary Indemnity Plan (Long term) Benefits.
- ii. Where a teacher is on seventeen (17) week short term maternity leave of absence under the Employment Standards Act, the Board shall pay its share of the premiums for the following benefits: Medical Services Plan, Extended Health Benefits Plan, Group Life Insurance and Dental Plan.
- iii. Where a teacher is on thirty-five (35) week short term parental leave of absence under the Employment Standards Act, the Board shall pay its share of the premiums for the following benefits: Medical Services Plan, Extended Health Benefits Plan, Group Life Insurance and Dental Plan.

- g. The selection of benefit plans for teachers including all benefits covered in Article B.11 of this Agreement, except Article B.11.6.c, shall be determined by the Board following consultation with the Association. The Board shall provide the Association with information available to the Board regarding all benefit plans covered in Article B.11 of this Agreement, except Article B.11.5.c. For similar provisions for Article B.11.5.c, see Article B.11.2 and LOU No. 9.

Section B: Salary and Economic Benefits

**** Provincial Language ****

ARTICLE B.12 CATEGORY 5+

12.1. 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.

12.2. Criteria for Category 5+

- a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.

12.3. Salary Rate Calculation

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and/or during the term of the 2006-2011 Provincial Collective Agreement.

12.4. Application for Category 5+

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

ARTICLE B.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES

- 13.1. Each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

Section B: Salary and Economic Benefits

ARTICLE B.14 EXPERIENCE RECOGNITION

- 14.1. Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:
- a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
 - b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or
 - c. a treaty First Nation that is operating a school under the treaty First Nation's laws;
- shall receive credit for their work experience for the purposes of placement on the salary scale.

**** Local Language ****

- 14.2. Full increment credit will be granted for appropriately certified full time teaching experience acquired while employed as:
- a. a teacher in a public school system as defined in the appropriate legislation in Canada, the Commonwealth and the USA;
 - b. a member of the staff or a teacher in any Canadian Commonwealth or US Faculty of Education or Federal, Provincial or State Ministry of Education;
 - c. a teacher in a private school in Canada which receives public funding under legislation similar to the Independent School Support Act of British Columbia, and
 - d. other teaching experience where the Grid Placement Committee determines the experience to be equivalent to that of experience gained in a, b and c above.
- 14.3. A full year of increment credit will be granted for each year of service as a member of a Commonwealth Armed Forces during the Second World War or in the theatre of action during the Korean War.
- 14.4. Teachers of Technology Education and Chef Training and approved Career Preparation Programmes will be granted one half year increment credit to a maximum of five years for each year of apprenticeship training and/or trade experience provided that the training and/or experience has been gained in the major area being taught.
- 14.5. Increment Credit Procedures
- a. The anniversary date on which teaching experience shall be credited for all teachers is the first day of September.

Section B: Salary and Economic Benefits

- b. Verified experience credit for continuing and temporary contract teachers covered by this Agreement will be received upon initial appointment to the District for each full month of said experience, or major portion thereof rounded to the nearest tenth of a year, earned according to Article B.14.2.
 - c. After initial appointment to the District, experience credit for temporary and continuing contract teachers while in the employ of the Board will be received for each full month of said experience or major portion thereof rounded to the nearest tenth of a year for the period September 1 to June 30 of each year until the maximum number of increments has been obtained.
 - d. Continuing and temporary teachers on part time assignments shall receive experience credit according to the portion of a full time teacher's assignment that they work. Such experience will be credited annually in accordance with Article B.14.5.a.
 - e. Notwithstanding Articles B.14.5.b and B.14.5.c, teachers covered by this agreement seconded to Post-Secondary Educational Institutions, the Ministry of Education and/or the Teacher Regulation Branch for one or more academic years shall receive 10 months experience credit for each such year.
- 14.6. Absence while on paid sick leave, BCTF Salary Indemnity Plan and to a maximum of seventeen (17) weeks maternity leave and thirty-five (35) weeks parental leave in accordance with the Employment Standards Act shall carry full experience credit.
- 14.7. Full time service to the Association and/or the BCTF, shall carry full experience credit. Part time service shall be credited according to Article B.14.5.d.
- 14.8. Experience in the Adult Education Program shall be granted for experience credit in accordance with Article B.14. Adult Education Teachers will be credited with one (1) year of increment credit for each one thousand (1000) hours of teaching experience.
- 14.9. A teacher who works in both the K-12 Program and the Adult Education Program will be credited with a maximum of one (1) year of teaching experience for each Work Year.

ARTICLE B.21 PLACEMENT ON SALARY GRID

- 21.1. A teacher's salary shall be determined by placement on the salary grid adjusted to accord with the percentage of teaching assignment stipulated in the terms of employment. Placement on the salary grid shall be determined by Article B.22 (Educational Qualifications) and Article B.14 (Experience Recognition).
- 21.2. At the time of appointment, Human Resources shall advise the teacher, in writing, of the documentation required to establish initial salary grid placement, the requirement to advise Human Resources if any delay is expected in meeting the deadlines and the procedures for re-designation and appeal of any decision with respect to salary grid placement.

Section B: Salary and Economic Benefits

- 21.3. Each teacher shall submit all documentation required by Human Resources to establish salary grid placement. The teacher shall be responsible for advising Human Resources, in writing, if delays occur in obtaining the documentation.
- 21.4. Human Resources shall not refuse a reasonable written request for extension of the time limits. Human Resources shall advise the teacher in writing when any required documentation has not been received.
- 21.5. Human Resources shall notify the teacher, in writing, of the category and experience placement that has been assigned.
- 21.6. In the event that a teacher wishes to appeal their placement on the salary grid, for category and/or experience, the teacher must apply in writing to Human Resources for adjustment. In the event that the matter is not satisfactorily resolved, the teacher may refer the matter in writing to the Grid Placement Committee for final disposition.

The Grid Placement Committee shall be comprised of the RTA President and a representative of Human Resources or their designates.

ARTICLE B.22 EDUCATIONAL QUALIFICATIONS

- 22.1. At the time of initial appointment or re-employment teachers shall be placed on the category scale assigned them by the Teacher Qualification Service (TQS).
- 22.2. Teachers who receive TQS approval and provide their application, including a copy of a revised TQS card and latest university transcript to Human Resources for reclassification to a higher category shall receive the higher salary:
 - a. effective September 1, providing their completed application is received by November 30
 - b. effective January 1, providing their completed application is received by March 31
 - c. effective May 1, providing their completed application is received by June 30
- 22.3. Notwithstanding Articles B.22.1 and B.22.2 and subject to the conditions which follow, teachers with Category 6 and 30 credits of acceptable credit shall be paid on the Category 6+ Scale.
 - a. Credits must have been earned after the date which the TQS indicates was the date when the qualification for Category 6 was earned.
 - b. Credits have been earned
 - i. for Category 6+ scale in senior university courses numbered 300 (UBC equivalent) or higher, 12 credits of which are numbered 500 (UBC equivalent) or higher.
 - c. Credits may be given for prerequisite courses to a maximum of six credits or for a Technical School program providing:
 - i. the Grid Placement Committee has given approval before the course or program has been undertaken, and;

Section B: Salary and Economic Benefits

- ii. the senior level courses for which the prerequisites were approved are taken.
 - d. Application, along with supporting documentation, for placement on Category 6+ scale must be submitted to the Grid Placement Committee.
 - e. Salary increases resulting from placement on the Category 6+ scale shall receive the higher salary:
 - i. effective September 1 providing application has been made before November 30
 - ii. effective January 1 providing application has been made before March 31 of that year.
 - f. Credits from different universities shall be equated according to the following formula:

$$2 \text{ UBC credits} = 1 \text{ UBC unit} = 2 \text{ SFU semester hours} = 3 \text{ WWU quarter hours}$$
- 22.4. Notwithstanding Articles B.22.1, B.22.2 and B.22.3, a teacher who successfully completes a Masters Degree program but fails to acquire TQS Category 6 will be paid a bonus equal to one half the difference between Category 5 and Category 5+ at Step 5, in addition to their category scale placement assigned by the TQS.
- 22.5. Notwithstanding Articles B.22.1 and B.22.2 teachers employed on Letters of Permission from the Ministry of Education or the Teacher Regulation Branch and teachers employed with EB/License qualifications shall be paid on the Category 4 scale.

ARTICLE B.23 EMPLOYEE AND FAMILY ASSISTANCE PLAN

- 23.1. The Board shall implement an Employee and Family Assistance Plan selected by the Board in consultation with the Association. The cost of the plan will be borne 80% by the Board and 20% by the employee through payroll deduction. Participation in the plan shall be compulsory for all continuing and temporary contract teachers. The Employee and Family Assistance Plan shall be comprehensive and maintain strict confidentiality.

ARTICLE B.24 ASSOCIATED PROFESSIONALS

- 24.1. Associated professionals such as Speech/Language Pathologists and clinicians and Psychologists shall be paid in accordance with the salary schedule established in Article B.21 (Placement on Salary Grid).
- 24.2. Placement on the salary grid shall be determined by the Grid Placement Committee and:
- a. at the category which is most nearly equivalent to the category of teachers based on years of university-level training in the discipline, and
 - b. at the experience level as determined by Article B.14 (Experience Recognition).
- 24.3. Salary placement upon request for reclassification shall follow the timelines as stated in Article B.22.2 (Educational Qualifications).

Section B: Salary and Economic Benefits

- 24.4. All other terms and conditions of employment established in this agreement shall apply to associated professionals.

ARTICLE B.25 POSITIONS OF SPECIAL RESPONSIBILITY

25.1. Job Descriptions

The District, in consultation with the Association, will draw up job descriptions for all positions of special responsibility, including, but not limited to, Head Teachers, Coordinators, Educational Facilitators, Teacher Consultants, Psychologists and Area Counsellors. These descriptions shall be the recognized job descriptions for such positions.

25.2. New Positions

The District, in consultation with the Association and with reference to Article A.28.3 (Exclusions from the Bargaining Unit), shall prepare a new job description whenever a new position of special responsibility is created or whenever the duties of any such position are changed. When such a position is created or changed, the allowance, if applicable, shall be subject to negotiations between the District and the Association.

25.3. Elimination of Positions

Existing positions of special responsibility shall not be eliminated or changed without prior agreement with the Association as per Article A.28.4 (Exclusions from the Bargaining Unit). The District retains the right to not re-fill a position of special responsibility at the end of a given term.

25.4. Allowances:

The following positions of special responsibility shall receive allowances as listed. Each allowance, expressed as a percentage of Category 6, Step 10, shall be in addition to the grid placement.

a.	Psychologists & Area Counsellors	7%
b.	Head Teachers	7%
c.	District Curriculum Coordinators	
	(full time)	10%
	(part time)	7%
d.	District Program Coordinators	
	(full time)	10%
	(part time)	7%
e.	Educational Facilitators	2 - 5%
	As determined by the particular school's organization.	

Section B: Salary and Economic Benefits

[Note: Secondary Schools – the total allocation for Educational Facilitators’ allowances shall not exceed 30% of Category 6, Step 10.]

25.5. Appointment to positions of special responsibility (excluding Educational Facilitator) shall be made pursuant to Article E.23 (Posting and Filling of Vacant Positions).

25.6. Appointment to positions of Educational Facilitator shall be made after the vacancy has been posted in the school and the school staff has identified a selection process.

[Note: Articles B.25.4, B.25.5 and B.25.6 do not apply to Adult Education Teachers.]

ARTICLE B.26 TEACHER IN CHARGE

26.1. In each school one or more teachers shall be appointed Teacher In Charge from members of the staff who are interested in the position.

26.2. In the event that all administrative officers assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Article for periods not exceeding five (5) consecutive days at any one time. Absences of administrative officers for more than five (5) consecutive days shall be filled by an acting appointment to the vacant position.

26.3. The Teacher in Charge shall strive to assure that the safety of students and the security of the school are maintained, and shall deal with such emergent matters as may arise with assistance as requested from the district office staff. Routine attendance recording and information reporting as required shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.

26.4. While acting as Teacher in Charge, the teacher at their discretion shall be provided with sufficient Teacher Teaching on Call (TTOC) time to be relieved of their teaching duties. In circumstances where a TTOC is not provided, the teacher shall not be called from regular duties except in emergencies.

26.5. The school administration team shall provide information and direction to teachers appointed as Teacher in Charge.

ARTICLE B.27 FIRST AID

27.1. The Board shall pay an annual allowance to a qualified teacher who agrees to act as a designated First Aid attendant in a school (to be adjusted in accordance with Article B.1 Salary) and reimburse the teacher for the cost of the course fees subject to the successful completion of the course. It is the responsibility of the teacher to apply for this reimbursement and provide proof of completion.

a. To a teacher who holds a valid Emergency (SOFA) First Aid Certificate:

Effective July 1, 2022

\$144.84

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Effective July 1, 2023	\$154.61
Effective July 1, 2024	\$159.25

- b. To a teacher who holds a valid Level 1 First Aid Certificate:

Effective July 1, 2022	\$289.67
Effective July 1, 2023	\$309.22
Effective July 1, 2024	\$318.50

- c. To a teacher who holds a valid Level 2 First Aid Certificate:

Effective July 1, 2022	\$434.52
Effective July 1, 2023	\$463.85
Effective July 1, 2024	\$477.76

ARTICLE B.28 PART MONTH PAYMENT AND DEDUCTIONS

- 28.1. The calculation of a day's pay for salary deduction purposes shall be 1/200 of current annual salary for each day of absence.

[Note: Article B.28 does not apply to Adult Education Teachers.]

ARTICLE B.29 NO LOSS OF SALARY

- 29.1. No teacher shall suffer a reduction in salary as a result of implementation of this contract.

ARTICLE B.30 OUT OF POCKET EXPENSES

- 30.1. Teachers shall be reimbursed for pre-authorized out of pocket expenses incurred when carrying out their regularly assigned duties or when participating in school approved/ sponsored programs or activities.

ARTICLE B.31 PURCHASE OF ELECTRONIC EQUIPMENT

- 31.1. Teachers shall have the right to participate in any District plan for the purchase of electronic equipment that supports educational programs in the classroom.

ARTICLE B.32 TAX RECEIPTS FOR PURCHASE OF SUPPLIES, RESOURCES AND EQUIPMENT

- 32.1. Subject to any restrictions established by Canada Customs and Revenue Agency, the employer shall provide a tax receipt for any materials, resources, supplies and/or equipment, other than capital equipment, purchased by a teacher for the purposes of instruction.
- 32.2. Tax receipts shall be provided only for amounts which exceed one hundred (100) dollars per taxation year.
- 32.3. It shall be the responsibility of the teacher to provide proof of purchase.

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- 32.4. Original receipts must be submitted for the given calendar year and are not to be carried over into future calendar years.
- 32.5. Receipts shall be collected and submitted to the school district's finance department once a year, within one month of the tax year ending.

SECTION C EMPLOYMENT RIGHTS

**** Provincial Language ****

ARTICLE C.1 RESIGNATION

- 1.1. 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.
- 1.2. The employer shall provide the local with a copy of any notice of resignation when it is received.

**** Local Language ****

- 1.3. It is desirable that such resignation be effective at the end of a term or semester. Where the Board cannot obtain the services of suitable replacement, the teacher may be requested to stay until the end of the term or semester.

**** Provincial Language ****

ARTICLE C.2 SENIORITY

- 2.1. 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.
- 2.2. Porting Seniority
 - a. Despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in B.C.
 - 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 one hundred and twenty (120) 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.

Section C: Employment Rights

2.3. Teacher Teaching on Call (TTOC)

- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
- b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:
 - 1. one half (1/2) day for up to one half (1/2) day worked;
 - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

2.4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

2.5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

**** Local Language ****

2.6. Principle of Security Based on Seniority & Qualifications

- a. The Board and the Association agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of teaching employment. For the purpose of staff reductions, therefore, the Board shall retain those teachers who have the greatest seniority provided they possess the necessary qualifications for the positions available.

2.7. Definition of Seniority

- a. In this Article, "seniority" refers to a teacher on a continuing contract appointment and means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part time teaching; for the purposes of calculating length of service, part time teaching shall be credited fully as if it were full time service.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. TTOC seniority accumulated pursuant to Provincial Collective Agreement Article C.2.3 (TTOC); and
 - ii. Seniority ported in accordance with Provincial Collective Agreement Article C.2.2 (Porting Seniority) provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

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- c. When the seniority of two or more teachers is equal pursuant to Articles C.2.7.a and C.2.7.b, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
 - d. When the seniority of two or more teachers is equal pursuant to Article C.2.7.c, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
 - e. When the seniority of two or more teachers is equal pursuant to Article C.2.7.d, the teacher with the earliest date and time of offer of employment with the Board shall be deemed to have the greatest seniority.
 - f. Leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
 - i. Maternity/Pregnancy leave;
 - ii. Educational leave with pay;
 - iii. Parenthood leave;
 - iv. Leave for duties with the Association, the British Columbia Teachers' Federation or the Teacher Regulation Branch;
 - v. Secondment to the Ministry of Education, a Faculty of a university or pursuant to a recognized teacher exchange program;
 - vi. Long term sick leave;
 - vii. Leave for teaching with the Ministry of National Defence or Canadian Universities Service Overseas;
 - viii. Leave for elected office at the municipal, provincial or federal level; and
 - ix. Compassionate Care leave (Article G.2).
- 2.8. An Adult Education Teacher's aggregate length of service in the employment of the Board will include service in the Adult Education Program.
- 2.9. Service in the Adult Education Program shall be credited as if it were full-time service for the purpose of seniority. Adult Education Teachers will be credited with a maximum of one (1) year seniority, for each work year as per Article D.22 (Regular Work Year for Teachers).
- 2.10. A teacher who works in both the K-12 Program and the Adult Education Program will be credited with a maximum of one (1) year of seniority for each work year as per Article D.22 (Regular Work Year for Teachers).

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ARTICLE C.3 EVALUATION

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

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3.2. General Considerations

- a. All reports on the work of a teacher shall be in writing. This Article does not preclude clarification or discussion of material presented in the report.
- b. A teacher shall not be evaluated more than once every five (5) years unless:
 - i. a report issued is less than satisfactory, or
 - ii. a teacher requests that a report be written, or
 - iii. a written request is made by the Superintendent, the Board of Education, the Minister of Education, or by the Teacher Regulation Branch established under the Teaching Profession Act. A copy of such a written request will be sent to the RTA President.
- c. Each report shall be based on a reasonable number of personal observations which reflect the teacher's assignment.

3.3. Evaluation Process

When observations are undertaken for the purpose of an evaluative report on a teacher, the following shall apply:

- a. Informing the Teacher
 - i. A teacher will be notified of their evaluation between October 1 and December 31.
 - ii. When there are fewer than six (6) calendar months remaining in the school year, the teacher will be notified that the evaluation will begin the following school year, no sooner than October 1.
 - iii. At least ten (10) working days prior to the commencement of the first classroom observations, the evaluator will meet with the teacher to describe the purposes and processes for formal evaluation. At this time, the teacher being evaluated under this Article shall be given a copy of the "Criteria for Evaluation".
- b. Pre-Observation Conference
 - i. A pre-observation conference shall be held with the teacher before classroom observations begin to collaborate on the following:
 - (a) the criteria of evaluation;
 - (b) the classroom observation process;
 - (c) the data gathering/sharing process;
 - (d) the draft report;
 - (e) the presentation of the final report, and;
 - (f) the expected timeline of the process.
 - ii. Subsequent pre-observation conferences which focus on Article C.3.3.b.i.(b) above will be held prior to each classroom observation if requested by the teacher. These

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conferences may be combined with the post-observation conferences described in Article C.3.3.d.

c. Classroom Observations

- i. Data related to the stated criteria shall be gathered and analyzed by the evaluator through a number of formal classroom observations. Each report shall be based on not less than three (3) formal classroom observations.
- ii. Data shall be collected over a reasonable period of time allowing the opportunity for the teacher to incorporate suggestions for improvement.
- iii. At least one of the classroom visits shall be at a time mutually agreed upon between the teacher and the evaluator. Observations should not occur at abnormal times.
- iv. Where applicable, observations should cover a representative sample of subjects, classes and grade levels. No formal observations as a component of the formal process of evaluation shall be made during the month of September.

d. Post-Observation Conference

- i. A post conference shall be held at an appropriate time as soon as practicable after each classroom observation.
- ii. During this conference the data shall be reviewed and discussed, with the objective of identifying specific strengths to be maintained and/or areas that need improvement. This information shall be provided to the teacher in written form on or attached to a district "Comments on Observation" form. This information shall be provided to the teacher upon request at least one (1) working day prior to the meeting.
- iii. If desired, a teacher may respond in writing to the post observation conference information.

e. Draft Report

- i. A draft report shall be written, presented and discussed with the teacher at least three (3) working days prior to the preparation of the final copy. Reports shall be prepared only by the Principal or Vice Principal of the school to which the teacher has been assigned, a District Coordinating Principal, a Director of Instruction, an Assistant Superintendent, an Associate Superintendent or the Superintendent of Schools.
- ii. Specific strengths, weaknesses and/or recommendations for improvement should be stated and discussed.
- iii. The report should reflect any differences between the teacher's assignment and professional training and/or experience.
- iv. When suggestions for amendments to the draft report are not agreed upon, the teacher has the right to make a written response which will be filed with the final report.

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f. Final Report

- i. The final report shall be shown to the teacher prior to its submission to the Superintendent of Schools.
- ii. The final report shall be filed pursuant to the School Act and Regulations. The original copy shall be sent to the Superintendent of Schools. One copy shall be given to the teacher at the time of filing and one copy shall be retained by the author of the report for their record.

3.4. Recognizing the voluntary nature of extra curricular activities, the evaluator may choose to commend the teacher's contribution to school activities if agreed to or requested by the teacher.

3.5. An Administrative Officer who is responsible for evaluating a teacher in a specialized assignment may consult with a resource person who has relevant specialized technical knowledge to obtain background information prior to beginning the evaluation process, and may use information obtained from the consultation in the evaluation.

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ARTICLE C.4 TTOC EMPLOYMENT

4.1. Experience Credit

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

4.2. Increment Date for Salary Grid Placement

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

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4.3 Adult Education TTOCs

- a. One thousand (1,000) hours of teaching experience shall equal one (1) year of experience.
- b. Experience credit will be awarded on the first day of September where one hundred (100) hours will equal one month of experience credit.

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ARTICLE C.21 LAYOFF AND RECALL OF TEACHERS ON CONTINUING CONTRACT

21.1. Definition of Qualifications

- a. Necessary qualifications" means the possession of a valid teaching certificate for the Province of British Columbia and one (1) or more of the following:
 - i. A university teaching major, or its equivalent directly related to the teaching position, or
 - ii. At least one (1) full time equivalent year of successful teaching experience in the position or in a similar position, or
 - iii. A reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position (such duties to be determined by the Board) in a successful manner.
- b. Subject to the foregoing definition, the District will determine whether a teacher has the necessary qualifications for a particular teaching position subject only to Article C.21.2 (Qualifications Committee).
- c. Should a teacher wish to appeal a decision of the District to the Qualifications Committee with respect to their qualifications for a particular teaching position, the teacher shall email Human Resources within three (3) working days of being notified of the District's decision.

21.2. Qualifications Committee

- a. The Qualifications Committee shall be composed of four (4) members; two (2) members of the RTA, and two (2) members of the District. At least one District member shall hold a valid teaching certificate.

21.3. Appeal Procedure

- a. The Qualifications Committee shall review the District's decision within three (3) working days of receiving the appeal.
- b. A majority decision of the Qualifications Committee shall be final and binding. In the event that no majority decision is reached, the matter shall be settled by the District or the RTA submitting the appeal in writing to a third party as outlined in Article C.21.3.c.
- c. The District and the RTA shall mutually agree upon a person as a third party. Within seven (7) working days of the appeal being submitted, the third party shall hear each appeal and shall render a binding decision within ten (10) working days.

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21.4. Security of Employment Based on Seniority and Qualifications

- a. When, for bona fide educational or budgetary reasons, the District determines that it is necessary to reduce the total number of teachers employed on continuing contract by the District, the teachers to be retained shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.
- b. The District and the RTA agree that the District may use Article E.22.5 (District Initiated Reassignment) to implement the provisions of Article C.21.4.a.
- c. Nothing in Articles C.21.4.a or C.21.4.b shall be taken to require the District to reassign a teacher for the purpose of retaining on staff a teacher with less seniority.
- d. The District shall give written notice by May 31 to each teacher it intends to layoff. Such notice shall be effective at the end of the school year and will contain the reason for the layoff. The District shall concurrently forward a copy of such notice to the RTA.
- e. Information on positions held by less senior teachers shall be provided to teachers in receipt of layoff notices and to the RTA.
- f. The District shall give a minimum of ten (10) calendar days written notice to each Adult Education Teacher it intends to layoff from the Adult Education Program. The notice shall contain reasons for the layoff. The District shall concurrently forward a copy to the RTA.
- g. The District shall give a minimum of thirty (30) calendar days written layoff notice to each Adult Education Teacher in the event the District intends to close the Adult Education Program or a portion of the Adult Education Program. The notice shall contain reasons for the layoff. The District shall concurrently forward a copy to the RTA.
- h. Where a teacher is both a K-12 Teacher and an Adult Education Teacher, layoff notice shall be served:
 - i. as per Article C.21.4.d for the K-12 portion of their FTE;
 - ii. as per Article C.21.4.f or C.21.4.g for the Adult Education Program portion of their FTE.

21.5. Teachers' Right of Recall

- a. Until June 30, teachers in receipt of layoff notice shall apply to all Continuing positions that they are qualified to teach.
- b. Teachers in receipt of layoff notice, who have not secured a Continuing position, shall be deemed a Recall teacher for the purpose of applying to Remaining positions.
- c. Recall teachers will apply to all Remaining positions of equal or greater FTE that they are qualified to teach or have necessary qualifications to teach.
- d. Recall teachers who successfully fill a Continuing or Remaining position as per Article E.23.2 (Filling Vacant Positions) shall have their layoff notice rescinded.

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- e. A teacher who is offered a recall pursuant to Article C.21.5.a. shall inform Human Resources whether or not the offer is accepted by 4 pm of the next working day.
- f. The District shall allow the teacher five (5) working days from the acceptance of an offer to commence teaching duties. In the event a teacher is required to give a longer period of notice to another employer, a longer period shall be allowed.
- g. A teacher's right to recall is lost:
 - i. if the teacher elects to receive severance pay under Article C.21.10,
 - ii. if the teacher does not apply to positions as per Article C.21.5.a., Article C.21.5.b. and Article C.21.5.c,
 - iii. if the teacher refuses to accept two positions of equal or greater FTE for which they possess the necessary qualifications or
 - iv. if three (3) years elapse from the date of layoff and the teacher has not been Recalled.
- h. A Recall teacher may choose to apply to part time Continuing assignments. If they choose to accept a part time Continuing assignment of any FTE they will be considered to have been Recalled.
- i. A teacher's right to Recall is not lost if the teacher is on a leave of absence or has been approved for a leave of absence.
- j. Upon Recall a teacher shall be entitled to a Continuing appointment to the teaching staff of the District.
- k. A teacher on the Recall List is responsible for keeping Human Resources informed of changes of name, address and phone number.

21.6. Seniority List

- a. The District shall forward to the RTA, no later than October 31 each year, a list of all teachers on continuing contract employed by the District, in order of seniority calculated in accordance with Article C.2.7 (Definition of Seniority). For Post and Fill purposes, the District shall produce a second seniority list, with seniority calculated as of April 30 of each year, and forward a copy to the RTA.
- b. A printed copy of the seniority list in Article C.21.6.a shall be forwarded to the RTA and three (3) printed copies shall be made available to each school, one for the RTA Staff Representative, one for the administration and one for the school staff room. An electronic copy of the seniority lists shall be sent to the RTA.

21.7. Recall List

The District shall maintain a Recall List that shall be sent electronically to the RTA at least once during the fall and once during the spring term each year.

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21.8. Sick Leave

A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.

21.9. Benefits

A teacher who retains rights of recall pursuant to Article C.21.5 shall be entitled, if otherwise eligible, to maintain participation in all benefits by payment of the full cost of such benefits to the District.

21.10. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, save and except a teacher who is terminated or dismissed pursuant to Sections 15, 16 or 110 of the School Act or pursuant to Article C.24 (Discipline and Dismissal), may elect to receive severance pay at any time before the teacher's right to Recall pursuant to Article C.21.5.g is lost.
- b. Severance pay shall be calculated on a prorated basis at the rate of five (5) percent of one (1) year's salary for each year service with the District to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their layoff.
- c. A teacher who receives severance pay and who, notwithstanding Article C.21.5, is subsequently rehired by the District, shall retain any payment made under the terms of this Article. In such a case, for purposes only of Article C.21.10.b, the calculation of years of service shall commence with the date of the rehiring.
- d. Severance pay shall be calculated at the rate of five (5) percent of aggregate contract hours for each year of service, at the teacher's current salary at the time of notice, in the Adult Education Program to a maximum of two thousand (2000) contract hours.

ARTICLE C.22 RETRAINING

- 22.1. A teacher who receives notice of layoff under Article C.21 (Layoff and Recall) shall be entitled to receive a leave of absence without pay for the purpose of undertaking appropriate courses of study, after consultation with Board Officials in order to qualify for another position with the Board. In the event that the teacher elects to take a leave of absence for such purpose pursuant to this Article, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
- 22.2. The teacher shall be entitled to a leave of absence for a period of up to one (1) school year. An extension of the leave without pay may be arranged by mutual agreement between the teacher and the Board. The commencement and termination dates of such leave shall coincide with the beginning and end of a school term.

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- 22.3. At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position for which they possess the necessary qualifications and appropriate seniority. In such event the termination notice shall be rescinded.

ARTICLE C.23 EMPLOYMENT CONTRACTS

- 23.1. Subject to the provisions of this Agreement, appointments to the teaching staff of the district shall be on a continuing contract except:

- a. Temporary appointments; and
- b. Teacher Teaching on Call (TTOC) appointments.

- 23.2. Adult Education Program

- a. Article 23.1 does not apply to Adult Education Program appointments.
- b. Adult Education Program appointments that meet all the following criteria will be on a continuing contract basis:
 - i. courses scheduled during the day, ending no later than 4:00 pm; and
 - ii. courses scheduled during the regular Adult Education Program school year; and
 - iii. the Adult Education Teacher does not have a K-12 continuing contract.
- c. Any appointments to the Adult Education Program that do not meet the criteria of Article C.23.2.b. will be either a temporary or a TTOC appointment.

- 23.3. Definitions

- a. A continuing contract shall be defined as a contract in force year to year.
- b. A temporary contract shall be defined as a contract which is in force for a specific duration or purpose and for a specific percentage of time which shall begin and end in the same school year.

- 23.4. Continuing Contract Appointments

- a. The Board shall grant continuing contract appointments to teachers in the following priority provided they have the necessary qualifications:
 - i. Teachers entitled to re-engagement on continuing contract appointments from the Recall List under Article C.21 (Layoff and Recall of Teachers on Continuing Contract);
 - ii. Teachers on a temporary contract appointment who have, pursuant to Articles C.23.4.b and C.23.4.c had their contracts converted to continuing;
 - iii. Other temporary teachers, TTOCs or other qualified applicants.

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- b. A teacher employed by the Board on a temporary contract appointment shall at the completion of one (1) year of continuous employment with the Board be assigned to the first available vacancy for which they are qualified pursuant to Article E.23.2.a (Posting and Filling Vacant Positions) and at that time shall also be offered a continuing contract appointment.

The teacher shall have been interviewed or deemed to have been interviewed and selected for the temporary appointment.

- c. A teacher employed by the Board on a temporary contract appointment and who at the conclusion of that contract is subsequently offered a further temporary contract appointment with the Board shall, subsequent to September 1 of the school year following the second temporary contract appointment, be assigned to the first available vacancy for which they are qualified pursuant to Article E.23.2.a (Posting and Filling Vacant Positions) and at that time shall also be offered a continuing contract appointment, subject to the following:

- i. The two temporary contract appointments were for positions equal to or greater than 0.2 FTE and equal to or greater than the equivalent of forty (40) full time working days in length.
- ii. The second temporary contract appointment began within eighteen (18) school months of the conclusion of the first temporary contract appointment.
- iii. The teacher was interviewed or deemed to have been interviewed and selected for both temporary contract appointments.

- d. Teachers who are employed by the Board on full time temporary contracts of eight (8) months or more duration shall be evaluated and, upon completion of their current temporary contract, shall be considered for further available temporary contracts provided they are certified, possess the necessary qualifications and have received a satisfactory report.

23.5. Temporary Contract Appointments

- a. The Board may appoint teachers to temporary contracts in the following circumstances:
 - i. To replace a teacher during that teacher's leave of absence, for more than forty (40) consecutive days, not to exceed one year;
 - ii. Where a teaching position exists for less than a school year.
- b. The Board agrees to provide to the Association, no later than November 1 in each school year, a list of teachers hired on temporary contracts for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
- c. In filling temporary positions the Board will give first consideration to:
 - i. qualified temporary teachers with previous temporary teaching experience in the Richmond School District;

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- ii. qualified TTOCs on the current Richmond School District TTOC list;
- iii. other qualified applicants.

23.6. Probation

- a. During the first nine (9) months of a teacher's continuing employment with the Board, the teacher may be placed on probation subject to the following provisions:
 - i. An evaluation, pursuant to Article C.3 (Evaluation) has resulted in a report that the teaching performance is less than satisfactory;
 - ii. Subsequent to such a report, and prior to any decision to place the teacher on probation, the teacher and the Association shall be notified that the Board is considering such action, and the teacher, who shall be accompanied by a representative of the Association, shall have an opportunity to meet with the Superintendent or Designate, and;
 - iii. Once a teacher has been placed on probation, a plan to assist the teacher in overcoming the deficiencies identified in the report will be formulated jointly by the Principal and the teacher and will be made available as soon as possible. The Association shall be notified by the Board of the proposed plan. An additional resource person may be provided with the agreement of the teacher. A reasonable period of time for improvement of performance, not less than forty (40) working days, shall be provided.
- b. No teacher shall be placed on probation save for reasons related to the performance of educational duties.
- c. No teacher who has, within a period of two (2) years, received a satisfactory evaluation for a temporary appointment in the district shall be placed on probation.
- d. In the event that the Board places a teacher on probation, it shall provide written reasons to the teacher.
- e. The maximum period of probation shall be eight (8) teaching months.
- f. During the period of probation, the requirements of Article C.24.5 (Dismissal Based on Performance) shall not apply, but the Board shall not dismiss the teacher unless:
 - i. a further evaluation pursuant to Article C.3 (Evaluation), written by the Superintendent, Associate Superintendent, Assistant Superintendent, Director of Instruction, or District Coordinating Principal and commencing following the completion of the plan of assistance, indicates that the teaching performance is less than satisfactory;
 - ii. subsequent to the receipt of the report, the Board gives written notice to the teacher and the Association that it is considering dismissal of the teacher, and the teacher, who shall be accompanied by a representative of the Association shall have an opportunity to meet with the Board;

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- iii. the Board, subsequent to such meeting, gives the teacher at least one (1) month's notice of dismissal or pay in lieu of notice. The notice shall contain the reasons for the action.
- g. No employee shall be dismissed pursuant to this Article except for just and reasonable cause.

ARTICLE C.24 DISCIPLINE AND DISMISSAL

- 24.1. The Board shall not discipline or dismiss any teacher bound by this Agreement except for just and reasonable cause.
- 24.2. Differences respecting disciplinary action and dismissal shall be subject to the Grievance Procedure.
 - a. Dismissal grievances may be referred directly to arbitration.
 - b. In the event that a grievance with respect to dismissal of a teacher is referred to arbitration, the matter shall be submitted to a three person arbitration panel.
- 24.3. The Board's representative shall advise the teacher of their right to Association representation and shall recommend such representation at any meeting in connection with any allegation that could reasonably result in disciplinary action or dismissal.
- 24.4. Discipline and Dismissal for Misconduct
 - a. 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 and of the allegations unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the teacher shall be notified at the earliest reasonable time and before any action is taken by the Board. The Board shall conduct any investigation without undue delay. The teacher shall be accompanied by a representative of the Association at any meeting in connection with such an investigation.
 - b. The Board, though it may discipline, shall neither suspend (unless the Superintendent of Schools is of the opinion that the welfare of the students is threatened by the presence of the teacher and may suspend the teacher, with pay under Section 15.5 of the School Act), nor dismiss any person bound by this agreement unless it has held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - i. The teacher and the Association shall be given at least ninety-six (96) hours' notice (excluding weekends and statutory holidays) of the meeting;
 - ii. At least seventy-two (72) hours, (excluding weekends and statutory holidays) prior to the meeting, held under Article C.24.4.b, both parties shall exchange all documents that will be considered at the meeting;
 - iii. At least twenty-four (24) hours prior to the meeting held under Article C.24.4.b, the teacher, or Association on behalf of the teacher, may file a written reply to the allegations prior to the meeting;

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- iv. At the meeting, the teacher shall be accompanied by representative(s) and/or advocate appointed by the Association, they shall be entitled to hear all of the information presented to the Board, to receive copies of all documents placed before the Board, to ask questions of clarification or procedure and information and to provide any information necessary to meet the case presented by Board Officials;
 - v. The meeting referred to herein, may be waived by mutual agreement in writing;
 - vi. The foregoing shall not be interpreted as preventing the Board from holding a meeting under Article C.24.4.b at which disciplinary action will be contemplated.
- c. Where a teacher is suspended, with pay, due to the Superintendent of Schools being of the opinion that the welfare of the students is threatened by the presence of the teacher, under Section 15.5 of the School Act, the Board shall, before taking any disciplinary action under Section 15.7 of the School Act, hold a meeting in accordance with the foregoing provisions, unless the right to such a meeting is waived by the Association in writing.
- d. Where the Board suspends a teacher without pay who is charged with an offence that the Board considers renders the teacher unsuitable to perform their duties under Section 15.4 of the School Act, the teacher shall be reinstated with full pay for the period of such suspension if the teacher is subsequently acquitted of the charges and the Board determines through an investigation pursuant to Article C.24.4.b, that there were insufficient grounds for disciplinary action. In the event that the teacher grieves the disciplinary action, the arbitrator shall have final authority for the recovery of salary.
- e. A decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a statement setting out the grounds for the decision.
- f. The Board will consult with the Association and will attempt to agree with the Association on the release of information to the media or the public with respect to the suspension or dismissal of a teacher. However, the Board reserves the right to release such information which it considers must be released in the public interest.

24.5. Dismissal Based on Performance

- a. Except as provided in Article C.24.5 of this Section, the Board shall not dismiss a continuing contract teacher for reasons of less than satisfactory performance except where the Board has received three (3) consecutive reports pursuant to Article C.3 (Evaluation) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- b. The reports referred to in Article C.23.6 (Probation) shall be prepared pursuant to Section 20 (3) of the School Act and Regulations 4, 5 and 6 of the School Regulations and in accordance with the process established in Article C.3 (Evaluation), and in accordance with the following conditions:
 - i. The reports shall have been issued in a period of not less than ten (10) months or more than twenty-four (24) months. The three (3) reports shall be based upon the teacher's performance during not less than three (3) school terms. A school term

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- shall be defined as the period of September 1 to December 31 or the period of January 1 to June 30 of any school year;
- ii. At least one of the reports shall be a report of the Superintendent of Schools, the Associate Superintendent of Schools, an Assistant Superintendent or a Director of Instruction;
 - iii. The other two reports shall include only reports of:
 - (a) the Superintendent of Schools, the Associate Superintendent of Schools, or an Assistant Superintendent;
 - (b) a Director of Instruction;
 - (c) a District Coordinating Principal;
 - (d) the Principal of a school to which the teacher is assigned;
 - iv. No more than two (2) reports may be written by any one evaluator;
 - v. The reports shall be written independently of each other and shall be based on the evaluator's own observations. The evaluators may consult with a resource person pursuant to Article C.3.4 (Evaluation).
- c. After the first less than satisfactory report, a plan to assist the teacher in overcoming the deficiencies identified in the report will be formulated jointly by the Principal, the teacher and a resource person as requested and/or agreed to by the teacher and will be made available as soon as is reasonably possible. A reasonable period of time for improvement of performance, not less than forty (40) working days, shall be provided. This period of time shall be excluded from the twenty-four (24) months referred to in Article C.24.5.b.i.
- d. Where a teacher receives a first or second less than satisfactory report, the teacher may:
- i. Request a transfer for the subsequent school year only once. Such a request will not be unreasonably denied; or
 - ii. Request and be granted leave of absence without pay of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence period. Unless otherwise mutually agreed the commencement and termination dates of such leave of absence shall coincide with the beginning and end of school terms.
- e. Where a teacher receives a less than satisfactory report, any absence that is greater than ten (10) consecutive days in duration shall be excluded from the twenty-four (24) months referred to in Article C.24.5.b.i. If the length of absence exceeds sixty (60) consecutive working days then the evaluation process will not resume for at least twenty (20) working days after return to teaching duties, all of which shall be excluded from the twenty-four (24) months referred to in Article C.24.5.b.i.
- f. Where the Board intends to dismiss a teacher on the grounds of a less than satisfactory teaching situation, it shall no later than thirty (30) days prior to the end of the school term notify the teacher and the RTA President of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within seven (7) days of such notice.

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- g. Where, subsequent to the meeting referred to in Article C.24.5.f, the Board decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal at least fourteen (14) days prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.
- h. It is the intent of both parties to this Agreement that no evaluation or any other action taken in accordance with Article C.24 (Discipline and Dismissal) of this Agreement will fail merely because of a technical error. For purposes of this Section a technical error shall mean either an error in procedure, a clerical error or a simple mistake which could not reasonably detract from the evaluation or other action.

24.6. Medical Examination Procedures

- a. Where the Board requires a teacher to undergo an examination under Section 92 of the School Act, the process shall be as follows:
 - i. The teacher and the Association shall be advised in writing that the examination is required pursuant to that Section, and of the possible consequences of the examination as set out in the Act;
 - ii. The medical practitioner shall be agreed to by the Association, the teacher, and the Board on the recommendation of the school medical officer pursuant to Section 92 of the School Act. In case of failure to agree, the medical practitioner shall be appointed by the Dean of the Faculty of Medicine at UBC.;
 - iii. The teacher shall receive a copy of the certificate as well as copies of any report or other information that is received by the Board.
- b. Where the certificate shows that suspension of the teacher is warranted, the Board shall, prior to any determination or suspension:
 - i. Advise the teacher in writing of the particulars;
 - ii. Advise the Association in writing that a certificate recommending suspension has been issued;
 - iii. Comply with Article C.24.6.a.iii, and;
 - iv. Hold a meeting with the teacher, at which the teacher is entitled to be represented by a member of the Association and/or counsel, and give the teacher opportunity to be heard and to meet the case presented to the Board.

ARTICLE C.25 EMPLOYMENT - PART TIME

- 25.1. A teacher on a continuing contract appointment may without prejudice to that appointment request a part time assignment specifying the fraction of time for which the part time assignment is requested. The District will not unreasonably refuse such a request. The granting of such a request shall not result in the need for additional staff or in the creation of a Job Share arrangement.
- 25.2. Requests for part time employment within a school shall be received by the Principal and Human Resources no later than March 31 in any year.

Section C: Employment Rights

- 25.3. The fraction of a teacher's part time assignment shall not be reduced unless otherwise agreed to by the teacher. In the event that the needs of the school require a reduction in the fraction of that assignment, the teacher will be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).
- 25.4. A part time position may be subject to an increase in instructional time in response to emergent circumstances.
- 25.5. Teachers who are appointed to a part time assignment shall be on leave of absence status in respect to the balance of their full time appointment, and upon notification to the Principal and Human Resources shall be entitled to a comparable full time assignment at the same school effective at the beginning of the next school year.
- 25.6. Notice of return to full time must be received by the Principal and Human Resources by March 31 in advance of the teacher's return to full time.
- 25.7. Should a comparable full time assignment not be available at the same school then the teacher will be reassigned through the posting process pursuant to Article E.23 (Posting and Filling Vacant Positions).
- 25.8. If a part time teacher is requested to attend a professional day or administration day, not occurring during the instructional assignment of the teacher, the teacher will be compensated as arranged by the school at the appropriate daily rate of pay or be granted equivalent time in lieu of such pay during the school year.
- 25.9. The District reserves the right to determine if any Positions of Special Responsibility as defined in Article B.25 (Positions of Special Responsibility), are to be assigned on a part time basis.
- 25.10. Part Time teachers, upon their request, may be placed on the Teacher Teaching on Call (TTOC) list as per Article C.27 (Employment-TTOCs). Part Time teachers will automatically be removed from the TTOC list annually on July 1.
- 25.11. Part Time teachers, upon their request, shall be placed on the Limited Availability TTOC list as per Procedural Matter – Limited Availability TTOC List.
- 25.12. Part Time Teachers will be paid at their current TTOC rate for any TTOC work performed.
- 25.13. Adult Education Teachers
 - a. The fraction of an Adult Education Teacher's assignment will be subject to final enrollment.
 - b. Where enrollment necessitates a reduction or increase in the Adult Education Program, teachers may volunteer for a change to the fraction of their assignment as per Article E.22 (Reassignment of Teachers).

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- c. In the event, no Adult Education Teacher volunteers for a reduction in their assignment then the Adult Education Teacher with the least seniority will have the fraction of their assignment reduced provided the remaining teachers have the required qualifications as per Article E.23.2 (Filling Vacant Positions).

ARTICLE C.26 JOB SHARING

26.1. Definition

Job Sharing is defined as a teacher initiated employment arrangement where two (2) teachers through a Job Share proposal have agreed to share one full time position in a manner which meets the educational objectives of the school and the district and has the approval of the Principal and Human Resources.

- 26.2. Two teachers on continuing appointments may jointly request a specified Job Sharing assignment in respect of a single full time position. Notwithstanding Article E.23 (Posting and Filling Vacant Positions), and subject to C.26.1 and C.26.3 of this Article, such a request shall not be unreasonably refused.

26.3. Procedure Guidelines

- a. Teachers interested in establishing, continuing or terminating a Job Share position shall so notify the Principal and Human Resources by March 31. Teachers have until June 30 to secure a Job Share partner.
- b. Subsequent to the notice given in Article C.26.3.a, teachers proposing to Job Share shall submit a Job Share proposal to Human Resources and the Principal in whose school the Job Sharing position would exist.
- c. Proposals for a Job Share position may be made only by continuing appointment teachers presently employed by the Board or by teachers on the Recall List.
- d. The commencement or continuation of the Job Sharing assignment shall be subject to the approval of both the Principal and Human Resources annually.
- e. For the purpose of staffing, both teachers in a Job Share will be considered members of the teaching staff.
- f. Teachers wishing to terminate Job Sharing shall do so only at the end of the school year. Teachers should not enter into a Job Sharing assignment if it is known that they cannot continue for the school year. However if one teacher is unable to continue to the end of the year, or needs a leave of absence for a portion of the year, then the other may be asked to take over the full position. If such an arrangement is not possible then the Board shall fill the vacancy pursuant to Article E.23 (Posting and Filling Vacant Positions).
- g. When the Job Sharing arrangement is terminated, the partner with the greatest seniority shall retain the position. Both partners shall be entitled to a comparable full time assignment at the same school, effective the beginning of the next school year.

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- 26.4. A Job Sharing team that has obtained approval for the succeeding school year in a school, in accordance with Article C.26.3.d before a Principal is appointed to that school, shall be allowed to continue for the approved year.
- 26.5. Job Sharing teachers who have a continuing contract appointment shall be deemed to be part time teachers in accordance with Article C.25 (Employment-Part Time).
- 26.6. Job Share teachers, upon their request, shall
- a. Be placed on the Teacher Teaching on Call (TTOC) list as per Article C.27 (Employment-TTOCs) for their Job Share partner only.
 - b. Be placed on the Limited Availability TTOC list as per Procedural Matter – Limited Availability TTOC List.
- 26.7. The Association and Human Resources will sponsor a meeting each year to allow prospective teachers, including teachers on the Recall List, to meet and sign in the Job Sharing Registry maintained by the Association.

[Note: Article C.26 does not apply to Adult Education Teachers.]

ARTICLE C.27 EMPLOYMENT - TTOCS

- 27.1. Teacher Teaching on Call (TTOC) List
- a. The District shall maintain a list of TTOCs who are qualified and possess or are eligible to possess a valid BC Teaching Certificate. The Board shall forward a copy of such a list to each school and to the Association and the Staff Representative of each school in the first week of September and at the beginning of each subsequent month of the school year.
 - b. The District will maintain a separate list of TTOC for the Adult Education Program. This list will include information as to the courses and/or programs for which each TTOC is qualified and shall be posted electronically and updated monthly unless there are no changes to the list.
- [Note: See Addendum A - Procedural Matter - Limited Availability TTOC List.]*
- c. TTOCs who are currently on the list and who wish to remain on the list for the succeeding school year must notify Human Resources by July 31 and include updated information if applicable
 - d. The District shall endeavour to limit the list to provide the fullest possible employment of TTOCs.
 - e. Subject to Article C.27.1.b, the District shall not remove a TTOC from the list save for just and reasonable cause.

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27.2. Assignment

- a. TTOCs shall be dispatched for service from the list maintained by Human Resources.
- b. The Board shall endeavour to first offer assignments to the persons on the list who are qualified to teach the assignment, in the following priority:
 - i. As requested by the teacher or Administrative Officer
 - ii. Rotation system
- c. The Board may assign persons not on the TTOC list only in the event that no available person on the list possesses the necessary qualifications for the assignment.
- d. Where a teacher has been absent for more than forty (40) consecutive working days, the TTOC filling the position will be appointed to a temporary contract retroactive, for experience purposes, to the first day of their placement in that assignment, provided they have worked forty (40) consecutive days within that assignment.
- e. Wherever possible the TTOC initially assigned to a class where the teacher is absent for an indefinite time shall continue the assignment until the absent teacher returns. However, the Board reserves the right to interview and appoint other candidates in the case of absences extending beyond seven (7) days.

27.3. TTOC Performance Assessment

A TTOC may request a Letter of Assessment from an Administrative Officer that reflects their performance of the duties assigned. Such a request must be made to allow time for some observation to take place, and should not be unreasonably refused.

27.4. Professional Development

TTOCs are entitled, if space is available, to participate in School Based and District-based professional development activities offered by the Board, with no cost to the Board.

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**** Provincial Language ****

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

****Local Language****

- 1.1. The parties recognize that appropriate class size and class composition are desirable educational priorities.
- 1.2. Class Size Maximums
 - a. The following class size maximums will be in effect:
 - i. after September 30th, or
 - ii. after 21 calendar days from the commencement date of the second semester in a semestered school, or
 - iii. after 21 calendar days from the commencement date for classes enrolling dual entry students.
 - b. These maximums shall be in effect through to May 15 of each school year in elementary schools.

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

- | | |
|---|-----------|
| i. Lower Intermediate (4-7) | 28 |
| ii. Upper Intermediate/Graduation (8-12) | 30 |
| iii. Science Labs | 29 |
| iv. Secondary English | 29 |
| v. Home Economic Labs, Grade 8 Industrial Education/Home Economics | 25 |
| vi. Drafting, Electronics, Secondary Modified | 26 |
| vii. Grades 9 - 12 Shops (Woodwork, Metalwork, Automotive, Power Mechanics) | 24 (firm) |

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viii. *ELL	20 (firm)
ix. *Pre-Employment (Work Experience) at any one time	20 (firm)
x. Secondary Integrated Program (FPE) Pre-employment (class)	15 (firm)
xi. District Special Classes - EMH/TMH/LD/BD/RE ENTRY	10 (firm)

1.3. Flexibility Factor

- a. When additional students enrol in the school after September 30th the guidelines may be exceeded by up to:
 - i. three (3) students in lower intermediate classes;
 - ii. two (2) students in all other intermediate and graduation classes with the exception of those classes designated as firm in Article D.1.2.
- b. At any time during the school year the guidelines may be exceeded by up to two students in a secondary class but in such event the total teaching load of any secondary teacher thus affected shall not exceed the sum of the maximum guidelines for the classes taught by that teacher during the year.
- c. Where students with special needs are included in the class pursuant to Article D.2 (Class Composition and Inclusion), it is desirable that classes be smaller than the maximum stated in Article D.1.2.

1.4. Exceptions

- a. Notwithstanding Article D.1.2, Band, Choir, or other specialized classes may exceed the class size maximum where the teacher so requests.
- b. Class size maximums may be exceeded when a teacher chooses to fulfill a particular educational purpose through a larger grouping of students, for a short period of time.
- c. Notwithstanding Articles D.1.4.a and D.1.4.b, it is recognized that class size maximums may be exceeded due to unforeseen circumstances but may be exceeded for no longer than two weeks.

- 1.5. The present methodology used in establishing the annual class size report will continue to be used.

[Note: Article D.1 does not apply to Adult Education Teachers.]

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ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

****Local Language****

2.1. The Board and the Association agree that students with special needs should be included in regular classrooms in neighbourhood schools, whenever possible and appropriate. For purposes of this Article, students with special needs are those identified according to Ministry definitions for the following:

- a. Low Incidence Students
 - i. Dependently Handicapped
 - ii. Moderate to Severe Mental Handicap
 - iii. Physical Disabilities or Chronic Health Impairment
 - iv. Visual Impairment
 - v. Deaf or Hard of Hearing
 - vi. Autism
- b. High Incidence Students
 - i. Severe Learning Disabilities
 - ii. Mild Mental Handicaps
 - iii. Severe Behaviour Disorders

2.2. School Based Team

- a. Where students with special needs are included in a classroom, the school shall establish a School Based Team, if necessary, for the purpose of supporting regular classroom teachers and reviewing the educational programming of students in order to recommend action plans and resources. The School Based Team shall meet on an 'as needed' basis.
- b. The School Based Team for a particular student shall include an Administrative Officer and, may include additional personnel as determined by each school staff.
 - i. In elementary schools the classroom teacher(s) enrolling students with special needs shall be involved as necessary in team meetings when that student(s) is being discussed.
 - ii. In secondary schools one or more of the classroom teachers enrolling students with special needs shall be involved as necessary in team meetings when that student(s) is being discussed.
- c. The School Based Team shall meet to recommend to school and district staff the specific support necessary for the successful inclusion of the students with special needs into the regular classroom. When the School Based Team's recommendations cannot be fully implemented, written reasons will be provided by the principal.

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2.3. Consultation

- a. In each school there shall be a process for assigning students to specific classes at the beginning of each school year or semester, which considers the personal characteristics and educational needs of individual students as well as the training and experience of the teaching staff. This process:
 - i. shall be intended to assign students to classes in the manner which is most likely to result in manageable groupings and educational success for all students.
 - ii. will be designed by the Staff Collegial Council in consultation with the School Based Team.
- b. When a low incidence student with special needs is enrolled in a regular classroom on a permanent basis there shall be consultation between district staff, parents/guardians, teachers and administrators who may be affected.
 - i. This consultation shall begin prior to the student's assignment to the class on a permanent basis.
 - ii. On an emergency basis, a student with special needs may be placed in a classroom with education assistant time provided, or in an appropriate district class until arrangements are finalized for a permanent placement.
- c. When a high incidence student with special needs is enrolled in a regular classroom there shall be consultation, if required by the teacher. On an emergency basis, a Severe Behaviour Disordered student may be placed in a classroom with education assistant time provided or in an appropriate district class until arrangements are finalized for a permanent placement.

2.4. Placement

- a. The Board and the Association agree that the placement of students with special needs into regular classrooms occur when the necessary conditions for a positive educational experience exist for all students.
- b. In making a decision on the placement of a student with special needs in a regular classroom, the School Based Team and the classroom teacher who is central to the discussion shall take the following factors into account:
 - i. the educational needs of the student with special needs;
 - ii. the proposed educational program for the student;
 - iii. the class size and composition which is most likely to result in manageable groupings;
 - iv. parental preferences regarding regular class or special class placement;
 - v. other available school or district programs and/or settings;
 - vi. health and safety of teachers and students;
 - vii. physical facilities and equipment;
 - viii. release time for teachers;
 - ix. pretraining and inservice for the classroom teacher, and;

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- x. access to support services, including education assistants.

Any permanent placement shall occur only after the above factors have been considered and implemented to the fullest extent possible.

2.5. Class Composition Levels

- a. The Board and the Association intend that classes which include students with special needs continue to meet the needs of all students in those classes.
- b. Maximums
 - i. A maximum of one (1) low incidence student with special needs, whose need has not been adequately compensated through the use of adaptive devices, may be enrolled in a regular class.
 - ii. A maximum of three (3) high incidence students with special needs may be enrolled in a regular class. Students shall be designated as high incidence students only for those instructional settings in which their IEP recommends significant adaptation of the curriculum or classroom practices for that setting.
 - iii. In schools where a district special class of low incidence students is established, a maximum of two (2) of these students may be included in a regular class for short periods when the education assistant(s) assigned to the special class or another staff member accompany the student(s) to assist the classroom teacher.
 - iv. In schools where a district special class of high incidence students is established, a maximum of two (2) of these students may be included in a regular class. The education assistant(s) assigned to the special class or another staff member will be available to accompany the student(s) on an as needed basis in order to assist the classroom teacher.
 - v. A maximum of three (3) identified students with special needs, as per Article D.2.1, may be included in any one regular class from Articles D.2.5.b.i through D.2.5.b.iv. Where identified students with special needs are placed in a regular classroom, class size and composition shall be given priority consideration and best efforts shall be made to maintain class size levels below the maximums in Article D.1.2.
 - vi. In assigning identified students with special needs to regular classes, it is expected that the School Based Team, in consultation with classroom teachers, will ensure that the students are distributed fairly and equitably given the nature and severity of their needs.

2.6. Special Class Location

With the exception of the TLC and the SAC programs, the Board will locate a maximum of one district special class enrolling high incidence students in any elementary school in the district. Placement of such a class shall occur only after consultation among district staff, administrators, teachers and parents concerned. This consultation shall begin as early as possible and preferably three (3) months prior to placement.

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2.7. Release Time/Funds

- a. Each school will receive an annual budget for the purpose of providing release time to teachers working with students with special needs so that they can prepare IEP's, consult with others as necessary, attend inservice training or perform other duties. This budget will be administered by School Based Teams.
- b. For elementary schools, the amount of this budget shall be calculated by summing the following amounts.
 - i. The cost of one and one-half (1.5) days of release time for each student with special needs due to a low incidence disability whose needs have not been adequately compensated through use of adaptive devices such as a hearing aid.
 - ii. The cost of one and one-half (1.5) days of release time multiplied by 4.00% of the total student population on a headcount basis.
- c. For secondary schools, the amount of this budget shall be calculated by summing the following amounts.
 - i. The cost of 2.0 days of release time for each student with special needs due to a low incidence disability whose needs have not been adequately compensated through use of adaptive devices such as a hearing aid.
 - ii. The cost of 2.4 days of release time multiplied by 4.00% of the total student population on a headcount basis.
- d. Where the teacher is authorized by the Board to participate in inservice training during the months of July or August, the teacher shall be paid in accordance with Article D.22.5 (Regular Work Year for Teachers).

2.8. Individual Educational Plans (IEP)

- a. For the purposes of this Article, an IEP shall be considered to be a practical planning guide which will assist in the design of an educational program for a student, particularly when the classroom teacher collaborates in that planning with other teachers and/or support services personnel. It evolves over time as the student develops and is not intended to be completed entirely in advance. An IEP is not a prescriptive or limiting document and is not legally binding.
- b. Where an IEP is needed, teachers of students with special needs in regular classes shall share the responsibility for the preparation of IEPs with the appropriate member(s) of the School Based Team and specified district staff. Support from district resource personnel shall also be available to assist in the process and shall include examples and written suggestions to clarify district expectations.

2.9. Education Assistants

- a. When a low incidence student with special needs is placed into a regular classroom, the Superintendent or designate, in consultation with the classroom teacher and the School

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Based Team, shall provide education assistant time to support the successful inclusion of the student.

- b. When high incidence students are assigned to a regular classroom, the education assistant(s) assigned to the district special class shall be available to work with the regular classroom teacher.

2.10. Emergency Provisions

The school principal, classroom teacher, and the School Based Team, shall take into consideration the unique needs of each student with special needs. Administrative procedures shall be established in the IEP for the carrying out of emergency procedures including but not limited to fire drill and earthquake procedures, and medical emergencies.

2.11. Physical Facilities

Required facilities modifications shall be completed as soon as is reasonably possible in order to appropriately accommodate students with special needs.

2.12. Curriculum and/or Materials modification.

Support to modify curriculum and/or materials which may be required by the student with special needs shall be provided to the classroom teacher as soon as is reasonably possible.

[NOTE: Article D.2 does not apply to Adult Education Teachers.]

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:606 students	Agreement in Committee (1998)
Counsellors	1:635 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:53.4 ESL/ELL students	Former LOU No. 5 (2000)

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****Local Language****

- 3.1 Staff assigned as support staff to the school shall be assigned in accordance with the following minimum guidelines listed in Articles D.3.2 to D.3.6 and the Provincial Collective Agreement.

3.2 Teacher-Librarian School Based Staffing

The following minimum guidelines shall be applicable to the provision of qualified teacher-librarians in schools with libraries or resource centres:

<u>Enrollment (FPE)</u>	<u>FTE Teacher-Librarians</u>
0 - 200	0.5
201 - 300	0.6
301- 400	0.8
401 or more	1.0

3.3 Learning Assistance Teacher School Based Staffing

The following minimum guidelines shall be applicable to the provision of qualified learning assistance teachers:

a. In Elementary Schools

<u>Enrollment (FPE)</u>	<u>FTE Learning Assistance Teachers</u>
0 - 100	0.2
101 - 200	0.4
201 - 350	0.8
351 - 450	1.0
451 - 550	1.2
551 or more	1.4

b. In Secondary Schools

1.0 FTE Learning Assistance teacher will be provided in each secondary school.

3.4. Counsellor School Based

The following minimum guidelines shall be applicable to the provision of qualified counsellors in schools. The provision of counselling time to schools will be guided by the following ratio of one (1.0) FTE counsellor or portion thereof for every:

- a. 1200 FPE in elementary schools
- b. 360 FPE in secondary schools

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3.5. ELL Teacher District Based Staffing

The following shall be the district goals applicable to the provision of qualified ELL teachers where identified ELL students are enrolled, and where ELL classes are not established:

<u>ELL Level</u>	<u>FTE per student</u>
Level 1	0.05
Level 2	0.04
Level 3	0.03
Level 4	0.02

3.6. Speech Language Pathologist Staffing

The following minimums shall be applicable to the provision of qualified Speech Language Pathologists in schools. The provision of speech language pathology time shall be the following ratio of one (1.0) FTE Speech Language Pathologist or portion thereof for every:

- a. 1800 FPE in elementary schools
- b. 9000 FPE in secondary schools

3.7. Nothing in this Article shall preclude the Board from employing support personnel beyond that provided pursuant to Articles D.3.2, D.3.3, D.3.4, D.3.5, and D.3.6 where needs dictate.

[Note: Article D.3 does not apply to Adult Education Teachers.]

ARTICLE D.4 PREPARATION TIME

- 4.1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
- 4.2. Effective July 1, 2023, each full-time elementary teacher shall receive 120 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
- 4.3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

[Note: See Addendum B – Letter of Understanding - Return of Elementary Preparation Time.]

**** Local Language ****

4.4. Duration of School Day / Weekly Instructional Assignment / Preparation Time

- a. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods and any assigned student contact time.

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- b. The instructional time shall not exceed twenty-five (25) hours per week for full time elementary teachers and twenty-seven and one half (27.5) hours per week for full time secondary teachers.
- c. The instructional time for part time teachers shall be prorated.
- d. In an elementary school, the duration of the school day shall not exceed six (6) hours inclusive of:
 - i. Instructional time not to exceed five (5) hours inclusive of fifteen (15) minutes recess*; and
 - ii. A regular noon intermission.

[Note: It is understood and agreed that the length of recess for some kindergarten program classes may be less in order to meet the requirements for hours of instruction as set out in the School Act. See also Article D.4.1.]

- e. In a secondary school, the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
 - i. Instructional time not to exceed five (5) hours and thirty (30) minutes inclusive of homeroom and time for students to change classrooms; and
 - ii. A regular noon intermission.
- f. Every reasonable effort shall be made to ensure that part time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
- g. Full time elementary teachers shall be entitled to one-hundred and ten (110) minutes (effective July 1, 2023, one-hundred and twenty (120) minutes) per week of instructional time for purposes of preparation exclusive of daily recess. Preparation time shall be scheduled in blocks of not less than forty-five (45) consecutive minutes.
- h. Full time secondary teachers shall be entitled to preparation time equal to one block in eight or 12.5%. This provision shall not require, nor shall it prohibit any school to change its timetable established in accordance with Article A.30 (Staff Collegial Council).
- i. Preparation time for part time teachers shall be prorated from the percentage of the teacher's appointment.
- j. When scheduling makes the provision of preparation time for part time teachers impractical, salaries shall be increased on a prorated basis.
- k. Teachers of the kindergarten program whose students do not participate in the daily recess break shall meet with the Principal to jointly determine, in consultation with the Staff Collegial Council, how best to meet the requirements outlined in Article D.4.4.d.
- l. Teachers of the kindergarten program shall meet with the Principal to jointly determine, in consultation with the Staff Collegial Council how best to meet the requirements

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outlined in Article D.4.4.d and the requirements for hours of instruction set out in the School Act.

- m. Teacher-librarians shall not provide preparation time during their library assignment.
- n. In scheduling classes for itinerant teachers, full consideration shall be given to the educational requirements of the program.
- o. Representatives of the Board shall make every effort to limit the number of times that teachers are directed to attend meetings or conferences outside of their instructional assignment.

[Note: Article D.4 does not apply to Adult Education Teachers.]

**** Provincial Language ****

ARTICLE D.5 MIDDLE SCHOOLS

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5.
 - 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.

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- 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.
- 5.6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

- 6.1. 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*.
- 6.2. 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.
- 6.3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- 6.4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- 6.5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- 6.6. 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.
- 6.7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:

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- a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
- 6.8. 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.]

**** Local Language ****

ARTICLE D.21 STAFF QUALIFICATIONS

21.1. Teacher Librarians

- a. Teacher Librarians will be deemed qualified if they have two (2) years classroom experience and have completed the UBC Teacher Librarianship Certificate (15 credits), or its equivalent, by the start of the assignment.
- b. Teacher Librarians will be deemed minimally qualified if they have two (2) years classroom experience and have completed two or more courses (6 or more credits) towards the UBC Teacher Librarianship Certificate, or its equivalent, by the start of the assignment. Minimally qualified Teacher Librarians must complete all coursework within three (3) years of being appointed to the position.

21.2. Learning Assistance / Resource Teachers

- a. Learning Assistance/Resource Teachers will be deemed qualified if they have two (2) years of classroom experience and have completed fifteen (15) credits towards the UBC Special Educational Diploma Programme, or its equivalent, by the start of the assignment. These Programme courses must be in one of each of the following five areas:
 - i. Teaching Students with Special Needs;
 - ii. Assessment, Testing, Theory and Practice;

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- iii. Strategies for Teaching, Adapting and Modifying Curriculum to meet the diverse needs of students;
 - iv. Meeting the Needs of Students with Specific Exceptionalities;
 - v. Meeting the Diverse Behavioural and Emotional Needs of Students
- b. Learning Assistance/Resource Teachers will be deemed minimally qualified if they have two (2) years of classroom experience and have completed three (3) or more courses towards the UBC Special Education Diploma Programme, or its equivalent, by the start of the assignment. These courses must be in three of the five areas listed in Article D.21.2.a. Minimally qualified Learning Assistance/Resource Teachers must complete all coursework within three (3) years of being appointed to the position.

21.3. Counsellors

- a. Counsellors will be deemed qualified if they have five (5) years of classroom experience, a BC teaching certificate and a UBC Masters' Degree in School Counselling, or its equivalent, by the start of the assignment.

21.4. English Language Learning (ELL)

- a. ELL Teachers will be deemed qualified if they have completed twelve (12) credits towards the UBC Teaching English as a Second Language Certificate, or its equivalent, by the start of the assignment. These courses must cover Linguistics and ELL Pedagogy.
- b. ELL Teachers will be deemed minimally qualified if they have completed six (6) credits towards the UBC Teaching English as a Second Language Certificate, or its equivalent, by the start of the assignment. Minimally qualified ELL Teachers must complete all coursework within three (3) years of being appointed to the position.

ARTICLE D.22 REGULAR WORK YEAR FOR TEACHERS

- 22.1. In accordance with the School Calendar Regulation, all days in session of the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, or if the last Friday in June falls on or before June 25, June 30.

The regular work year shall include:

- a. five (5) non-instructional days as professional days in accordance with Article F.22.2 (Professional Days) of this Agreement, and
 - b. one (1) year end administrative day on which teachers are available for administrative activities but students are not in attendance.
- 22.2. The Board and the Association are guided by the philosophy that parent/teacher communication is an essential component of the education process. Therefore, the regular work year shall include two (2) early dismissal days in the first reporting period and two (2) early dismissal days in the second reporting period for the purposes of conferencing with parents. Each early dismissal shall be of one (1) hour duration.

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- 22.3. The first day of winter break shall be the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
- 22.4. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
- 22.5. All work performed at the Board's request by teachers covered by this Agreement beyond the regular school year shall be voluntary and shall be paid at the rate of 1/200 of their basic annual salary per diem or be granted equivalent time in lieu of such pay during the school year. Time off shall be taken at such times as mutually agreed between the teacher and the supervisor.
- 22.6. Kindergarten Phase-In
- The Board may, for purposes of introducing first year primary students to school, provide fewer hours of instruction to those students for up to the first five school days after the opening day of school.
- 22.7. The Board may, for the opening day of a school in any school year, shorten that day for some or all of the students of the school, and provide for different dismissal times for different students of the school.

[Note: Article D.22 does not apply to Adult Education Teachers.]

ARTICLE D.23 DUTY FREE LUNCH

- 23.1. No teacher shall be required to perform noon-hour supervision duties during the school's regularly scheduled noon intermission.
- 23.2. The scheduling of teacher supervision will be in accordance with Article A.30 (Staff Collegial Council).

[Note: Article D.23 does not apply to Adult Education Teachers.]

ARTICLE D.24 EXTRA CURRICULAR ACTIVITIES

- 24.1. Extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
- 24.2. While the Board and Association recognize extra-curricular activities as an integral part of the school program, the Board and Association agree that teacher participation in extra-curricular activities is voluntary.
- 24.3. The Association agrees not to call for bans on extra-curricular activities while this Agreement remains in full force and effect.

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- 24.4. While voluntarily involved in approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability and insurance.

ARTICLE D.25 SPACE AND FACILITIES

- 25.1. As new schools are planned and constructed and as existing facilities are renovated and/or expanded, the Board shall ensure that such workplaces shall have a self-contained staff/lunch room available for the use of the staff.
- 25.2. Existing staff/lunch rooms shall be primarily for the use of the staff.
- 25.3. In accordance with Board Policy and Regulation, teachers shall be represented on all district committees established to improve existing facilities or to construct new facilities. Such committees shall give consideration to the provision of instructional space free from interruption and to the provision of storage space.

ARTICLE D.26 STAFF MEETINGS

- 26.1. Staff meetings shall be called as necessary by the Principal in consultation with the Staff Collegial Council Chairperson.
- 26.2. Notice
- a. Teachers shall receive a schedule of the year's regular staff meetings in September.
 - b. At least seven (7) days notice of regular staff meetings shall be given.
 - c. Special staff meetings may be called by the Principal after consultation between the Principal and the Staff Collegial Council Chairperson or designate.
 - d. Meetings of the School Staff shall be called by the Principal and/or the Chairperson of the Staff Collegial Council for the purpose of consultation or ratification of Council recommendations pursuant to Article A.30.4.f (Procedures).
- 26.3. Agenda
- a. All staff members shall have the right to place items on the agenda.
 - b. The proposed agenda for regularly scheduled staff meetings will be posted or circulated five (5) days before the meeting.
- 26.4. Minutes
- Written minutes of staff meetings shall be kept and circulated to all staff members.
- 26.5. Attendance

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- a. Teachers shall be required to attend regularly scheduled staff meetings, and shall endeavour to attend meetings called to deal with unexpected circumstances.
- b. Unless otherwise determined by the staff, teachers shall not be required to attend staff meetings:
 - i. which commence prior to one (1) hour before classes begin or which conclude later than two (2) hours after dismissal of pupils;
 - ii. during recess or during the noon intermission; or
 - iii. on weekends, holidays or other days when school is not in session.
- c. A part time teacher shall endeavour to attend staff meetings when the staff meeting is not contiguous with the teacher's instructional assignment. However, it is understood that there may be occasions when part time teachers shall be expected to attend regularly scheduled staff meetings.

ARTICLE D.27 STUDENT MEDICATION AND MEDICAL PROCEDURES

- 27.1. The Board shall maintain policies that require schools to establish procedures for administering medication to students after consultation with teachers, parents, family physicians, the public health nurse and the School Medical Officer.
- 27.2. Teachers have a duty to render assistance in an emergency, but shall not be called upon to administer medication on a regular or predictable basis.

ARTICLE D.28 HEALTH AND SAFETY

- 28.1. The Board recognizes that employees have the right to a safe workplace. Employees have the right to refuse work when there is reasonable cause to believe that such work would create an undue hazard to the health and safety of any person.

An investigation of the circumstances that result in an employee's refusal to work shall be carried out in accordance with Section 3.12 of the Occupational Health and Safety Regulation of WorkSafeBC (Workers' Compensation Board).

In accordance with the WCB Regulations, where an employee refuses to work, the employee's representative in the investigation shall be an RTA member of the Joint Occupational Health and Safety Committee.

Prior to resuming normal operations at the work site, the Superintendent or designate shall consult with the RTA President or designate.

- 28.2. Employees shall only be expected to work at work sites that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic and meet health and safety standards. The following health standards shall be maintained to the fullest extent possible:
 - a. Temperature must be maintained above 18°C and below 24°C.

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- b. There must be an uninterrupted supply of water for drinking and washing.
- c. Washrooms must be accessible, functional and sanitary.
- d. Waste must not accumulate in such a way as to cause unsanitary conditions.
- e. All classrooms, offices, halls and exits must be adequately lighted.
- f. Rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition.
- g. Dust levels must be maintained at a level that is comfortable for staff and students.
- h. Combustible materials shall not be kept in hallways, stairs, walls, furnace rooms; nor can fire exits be blocked in any way.
- i. Specific problems which endanger the health and safety of individual employees or students must be eliminated.
- j. Adequate supplies of soap, towelling and tissue must be maintained.
- k. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for employees required to deal with students' blood or other bodily fluids.

28.3. Procedure in the case of an emergency in a work site:

In accordance with Board Regulation - Post Disaster Procedures the following shall apply:

- a. If there is any possibility that a work site is not safe, the staff shall be advised to vacate the site immediately.
- b. As soon as the immediate emergency has been dealt with and the staff has vacated the site, the administrative officer(s) shall immediately notify the Superintendent of Schools or designate and the Chief Staff Representative. The Superintendent or designate shall notify the RTA President or designate of the nature of the emergency.
- c. The Superintendent or designate, the administrative officer(s), the RTA President or designate and the Staff Representative of the school shall meet to discuss the nature of the emergency and plans to eliminate the unsafe conditions.
- d. The Superintendent or designate shall consult with the RTA President or designate prior to resuming normal operations at the work site.
- e. The Superintendent or designate shall continue to monitor the building conditions for a minimum of sixty (60) days in consultation with the Association's representatives to the Health and Safety Committee.

28.4. The District shall develop directives and provide advice regarding emergency preparedness in accordance with Board Regulation and District procedures.

28.5. In the event that the Board closes a workplace or a section of a workplace because the workplace or sections of it are deemed to be unsafe or potentially unsafe to occupy, employees shall not be required to enter into or occupy the sections of the workplace which have been deemed to be unsafe or potentially unsafe.

28.6. The District shall maintain a program for annual hearing tests for teachers of Music, Band and Technology Education.

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- 28.7. An employee working in an environment where, in the opinion of the School Medical Health Officer, serious communicable diseases are present, the District shall pay expenses associated with preventive medication not covered by the teacher's own medical insurance coverage.

ARTICLE D.29 HEALTH AND SAFETY COMMITTEE

- 29.1. A District Health and Safety Committee shall be established and maintained by the Board.
- 29.2. The Committee shall comprise not less than six (6) members, chosen by and representing the Association, the non-teaching employees and the Board. The committee shall include not less than two (2) representatives of the Association. The number of employee representatives (representing the Association and the non-teaching employees union) and Board representatives shall be equal.
- 29.3. The Chairperson and recording secretary shall be elected from and by the members of the Committee. Where the Chairperson is a Board representative, the secretary shall be an Association representative or non-teaching employees union representative or vice versa.
- 29.4. The Health and Safety Committee shall assist in creating a safe and healthful place of work. The Committee shall:
- a. determine that regular inspections of the place of employment are carried out as required by Regulation 3.5 of the Occupational Health and Safety Regulation, WorkSafeBC (Workers' Compensation Board of British Columbia).
 - b. determine that the provisions of health services as outlined in the School Act are carried out.
 - c. recommend measures required to attain compliance with the School Act and the Occupational Health and Safety Regulation of WorkSafeBC and the correction of hazardous conditions.
 - d. consider recommendations from the Association and/or the non-teaching employees union and recommend action where warranted.
 - e. hold regular meetings at least once a month for the review of:
 - i. reports of accidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigations and inspections; and
 - iii. other matters pertinent to health and safety.

During the months which fall outside the regular work year of teachers, the committee will not make recommendations about safety policies or procedures which directly affect teachers unless directed to do so by an officer of the WCB or unless failure to do so cause a serious and immediate health and safety hazard.

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- f. record the proceedings of the Committee and forward such record to the Board, the Association and the non-teaching employees union.
 - g. ensure that copies of the Occupational Health and Safety Regulation, Occupational First Aid Regulations and WHMIS (Workplace Hazardous Materials Information System) Regulations are available at each worksite.
- 29.5. Each September a school site-based Health and Safety Committee will be established in each school in accordance with Division 4 of the Workers Compensation Act Part 3.

ARTICLE D.30 HAZARDOUS MATERIALS

- 30.1. The parties to this Agreement recognize and shall comply with applicable Health and Safety Legislation and Regulations such as the Occupational Health and Safety Regulation established under the Workers' Compensation Act and Regulations established under WHMIS (Workplace Hazardous Materials Information System)(WHMIS)).
- 30.2. The Board shall provide time and resources to ensure the adequate direction and instruction of workers in the safe performance of their duties. Such training and instruction shall include WHMIS (Workplace Hazardous Materials Information System) training.

ARTICLE D.31 HEAD TEACHERS

- 31.1. Appointment
- a. Head Teachers shall be appointed to schools or annexes which are under the jurisdiction of a Principal responsible for more than one school site.
 - b. Head Teachers shall normally be assigned for a three year term.
- 31.2. A teacher assigned as Head Teacher according to Article D.31.1 (Head Teachers) shall receive an allowance in addition to their grid placement according to Article B.25 (Positions of Special Responsibility).
- 31.3. A Head Teacher shall attend to routine and emergent matters as required and in accordance with Board Policy and Regulations but shall not be responsible for assigning duties to, or the evaluation of, teachers covered by this Agreement.
- 31.4. A Head Teacher shall be given release time from instructional duties for administrative duties. A school annex shall be provided with clerical support. The amount of release time and clerical support shall be based on the size of the annex.

ARTICLE D.32 TTOC WORKING CONDITIONS

- 32.1. The Teacher Teaching on Call (TTOC) shall be required to assume all of the supervision duties and instructional responsibilities of the teacher(s) being replaced.

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- 32.2. The TTOC is entitled to the scheduled preparation time of the teacher being replaced. Nothing in this clause shall preclude a TTOC from voluntarily performing supervision or instructional duties during this period of time.

[Note: Article D.32 does not apply to Adult Education Teachers.]

ARTICLE D.33 AVAILABILITY OF TTOCS

- 33.1. When for any reason a teacher is absent from a school, or a District workplace, the Board shall make every reasonable effort to employ a Teacher Teaching on Call (TTOC) to replace that teacher unless there is agreement with the staff affected that this requirement be waived. The foregoing shall only apply to School Based teachers and to the teachers of the hospital and homebound program if the hospital and homebound program teachers are absent for more than two consecutive days.
- 33.2. Teachers, except TTOCs, shall not be required to perform the instructional duties of a teacher who is absent or to supervise the students of a teacher who is absent, except in emergency situations.
- 33.3. When an Adult Education Teacher is absent from class less than five (5) consecutive days, the teacher may request the following:
- a. that a TTOC be assigned who is on the approved list per Article C.27.1.b (TTOC List) and is qualified for the assignment; or
 - b. that the class be cancelled and rescheduled.
- 33.4. The District will make reasonable efforts to deploy a TTOC from the Adult Education TTOC list when requested as per 33.3.a.

ARTICLE D.34 BEGINNING TEACHERS

- 34.1. The Board and the Association shall support and assist beginning teachers in their adjustment to teaching by administering and facilitating a mentor/beginning teacher program. Participation of mentors and beginning teachers in such a program shall be voluntary.
- 34.2. The mentor/beginning teacher program shall include:
- a. an appropriate teaching assignment;
 - b. an orientation and teacher induction program; and,
 - c. an opportunity for observation, demonstration, collaboration and consultation pertaining to job related activities such as planning, classroom management, instructional strategies, evaluation, reporting and other assistance as mutually agreed by the mentor/beginning teacher.
- 34.3. Each mentor/beginning teacher pair shall be funded to a maximum of five (5) days release time.

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[Note: See local Addendum A - Procedural Matter - Use of Mentoring Funds.]

ARTICLE D.35 HOME EDUCATION

- 35.1. Pursuant to the School Act and Regulations, a home-schooled student is a child who is:
- a. educated at home or elsewhere by a parent who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and
 - b. provided access to a school's educational services in accordance with the Regulations.
- 35.2. A teacher assigned responsibility for any educational services to home-schooled students or students in that school enrolled in correspondence courses shall be given adequate time to provide such services within the weekly instructional assignment.
- 35.3. Teachers may be required to loan educational resource materials that are authorized and recommended by the Ministry of Education but will not be required to provide separate additional materials, evaluations or reports on home-schooled students.

[Note: Article D.35 does not apply to Adult Education Teachers.]

ARTICLE D.36 STUDENT REPORTS

- 36.1. Pursuant to Section 4(2) of the School Regulation, teachers will be responsible for providing at least five (5) reports of student progress to parents per year as follows:
- a. Elementary Schools
 - i. Three (3) written formal reports and two (2) informal reports.
 - ii. Informal reports shall consist of parent-teacher or student-led conferences. If such a conference is not possible then a telephone conference shall be conducted with documentation maintained by the teacher.
 - b. Secondary Schools
 - i. In non-semestered schools, three (3) written formal reports and two (2) informal reports.
 - ii. In semestered schools, four (4) written formal reports and one (1) informal report.
 - iii. Informal reports may consist of parent-teacher or student-led conferences. If such a conference is not possible then a written interim report shall be provided or, as an alternative, a telephone conference shall be conducted with documentation maintained by the teacher.
- 36.2 Adult Education Program
- Adult Education Teachers will provide two (2) formal reports per course.

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ARTICLE D.37 WORKING CONDITIONS FOR ITINERANT EMPLOYEES

- 37.1. An itinerant employee's travel time between assignments on the same day shall be calculated as part of the total instructional assignment.
- 37.2. For purposes of this Article, itinerant employees shall refer to teachers excluding those in positions of special responsibility who have instructional assignments in more than two schools.
- 37.3. Employees who work in more than one school on the same day shall be entitled to compensatory time for travel. Such time shall be taken as mutually agreed to by the Principal(s) and the teacher.
- 37.4. Employees identified in Articles D.37.2 and D.37.3 shall have access to professional development, clerical time, storage facilities, supplies and workspace for providing instruction.

ARTICLE D.38 SERVICES TO TEACHERS

- 38.1 Where a teacher's move is initiated by the Board, the District shall provide, through the work order system, transportation of classroom materials to a new classroom at a different school, provided that the materials to be relocated are boxed and labeled prior to the Administrative Day in June. Delivery will occur by the first Monday of the last week of August.

ARTICLE D.39 ADULT EDUCATION TEACHERS' HOURS OF WORK

- 39.1 The annual salary for Adult Education Teachers will be based on local salary grids as per Article B.1 (Salary) and will be payable based on their contract hours of work during the work year and shall be inclusive of statutory holiday and vacation pay.
- 39.2 Adult Education Teachers will be placed on the local salary grid in accordance with B.22 (Educational Qualifications) and B.14 (Experience Recognition).
- 39.3 A full-time (1.0 FTE) Adult Education Teacher will be one thousand (1000) contract hours of work inclusive of 100 hours of paid preparation time.
- 39.4 Preparation time for part time Adult Education Teachers will be pro-rated from the FTE of the Adult Education Teacher's assignment. Where scheduling is impractical for part time teachers' salaries shall be increased on a pro-rated basis.
- 39.5 Instructional time for an Adult Education Teacher shall not exceed six (6) hours per day.
- 39.6 Adult Education Teachers' duration of the school day may be extended with the agreement of the employee and the RTA.
- 39.7 An Adult Education Teacher shall have a minimum thirty (30) minute break for every three hours of instruction.
- 39.8 An Adult Education Teacher will be entitled to a two-week winter break per Article D.22.3 (Regular Work Year for Teachers), and a minimum one-week spring break.

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39.9 An Adult Education Teacher's contract hours of work shall include:

- a. Three (3) Professional Development days; and
- b. One (1) Non-Instructional day; and
- c. Staff meetings.

A part time Adult Education Teacher will be entitled to a minimum of two (2) paid Professional Development days.

Teachers who work in the Adult Education Program and in the regular K-12 program are not entitled to any additional Professional Development or Non-Instructional days.

39.10 Adult Education Teachers may work up to 1.25 FTE within the regular work year including their K-12 assignment.

[Note: Articles D.4 (Preparation Time) and D.22 (Regular Work Year for Teachers) do not apply to Adult Education Teachers.]

SECTION E PERSONNEL PRACTICES

**** Provincial Language ****

ARTICLE E.1 NON-SEXIST ENVIRONMENT

- 1.1. A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
- 1.2. The employer does not condone and will not tolerate any 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.
- 1.3. The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
- 1.4. Prior to October 31st of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

General

- 2.1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
- 2.2. 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:
 - a. counselling;
 - b. courses that develop an awareness of harassment;
 - c. verbal warning, written warning, transfer, suspension or dismissal.
- 2.3. 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.
- 2.4. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.

Section E: Personnel Practices

- 2.5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- 2.6. 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.

Definitions

- 2.7. Harassment includes:
 - a. any improper behaviour that would be cruel and/or offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
 - b. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
 - c. 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
 - d. misuses of power or authority such as exclusion, intimidation, threats, coercion and blackmail; or
 - e. sexual harassment.
- 2.8. Sexual harassment includes:
 - a. 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
 - b. any circulation or display of visual or written material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - c. an implied promise of reward for complying with a request of a sexual nature; or
 - d. 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.

Section E: Personnel Practices

Resolution Procedure

2.9. Step 1 – Informal Resolution Process

[Note: Step 1 (Informal Resolution Process) is not required in order to proceed to Step 2 (Formal Complaint Process).]

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.
- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- c. Before proceeding to Step 2, the complainant may approach their administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- d. If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.
- e. In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.

2.10. Step 2 – Formal Complaint Process

- a. 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.
- b. The complaint should include a description of the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- c. The complainant may request that the employer consider an alternative dispute resolution process to attempt to resolve the complaint.
- d. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.

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- e. 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.

2.11. Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:
 - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.11.c below, or;
 - ii. recommend mediation or other alternative dispute resolution processes to resolve the complaint.
- b. Should the complainant not agree with the process described in Article E.2.11.a.ii, the employer shall initiate an investigation. The employer shall provide notice of investigation.
- c. The investigation or other formal resolution process shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- d. The complainant may request an investigator, mediator or facilitator who:
 - i. is of the same gender as the complainant;
 - ii. is Indigenous, and/or has cultural knowledge and sensitivity if a complainant self-identifies as Indigenous;
 - iii. is a person of colour if the complainant is a person of colour.

Where practicable the request(s) will not be denied.

- e. Where there is an investigation, the investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

Remedies

- 2.12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - a. reinstatement of sick leave used as a result of the harassment;

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- b. 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;
 - c. redress of any career advancement or success denied due to the negative effects of the harassment;
 - d. recovery of other losses and/or remedies which are directly related to the harassment.
- 2.13. 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.
- 2.14. The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
- 2.15. 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.
- 2.16. 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.

Training

- 2.17. 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 be scheduled at least once annually for all new employees to attend.

- 2.18. The awareness program shall include but not be limited to:
- a. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - c. developing an awareness of behaviour that is illegal and/or inappropriate;
 - d. outlining strategies to prevent harassment and sexual harassment;
 - e. a review of the resolution procedures of Article E.2;
 - f. understanding malicious complaints and the consequences of such;
 - g. outlining any Board policy for dealing with harassment and sexual harassment;

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- h. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

**** Local Language ****

ARTICLE E.21 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

21.1. Definitions

- a. Appointment:

An appointment is the full time, or in the case of Temporary contracts specified full or part time, naming of a teacher to the staff of the District on a contract basis or to the Teacher Teaching on Call (TTOC) list.

- b. Assignment:

An assignment is a specified FTE, subject area or areas and/or grade level or levels on a full or part time basis that may or may not have a designated school or worksite.

21.2. Procedures for Appointment to the Teaching Staff of the District

- a. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extracurricular activities and programs, and such matters shall not form part of any contract of employment. The District may request a resume from an applicant seeking employment with the District.
- b. An applicant for appointment shall be entitled to rely on a verbal or written offer of appointment, and the terms of such an offer, made by Human Resources. Likewise the District is entitled to rely on a verbal or written acceptance of such an offer.
- c. The District shall confirm an offer of appointment to the District in writing. Such confirmation shall occur within forty-eight (48) hours. Likewise the applicant shall confirm their acceptance of the offer in writing within forty-eight (48) hours of written receipt of the offer.
- d. All offers of appointment are made conditional upon the appointee providing the documentation listed below. It is the responsibility of the appointee to ensure that all outstanding information is received by Human Resources as soon as possible following appointment to the District. If any delay beyond a maximum of sixty (60) working days is anticipated or occurs with regard to receipt by the District of this information then it is the responsibility of the appointee to advise Human Resources in writing of the particulars.
 - i. Possession of a valid BC teaching certificate;
 - ii. Membership in good standing with the Teacher Regulation Branch;
 - iii. Membership in good standing with the Richmond Teachers' Association;
 - iv. Completion of a criminal record search initiated by the teacher;

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- v. A medical and TB check (if necessary);
 - vi. A valid Teacher Qualification Service (TQS) card;
 - vii. Official verification of previous applicable teaching experience.
- e. Prospective appointees shall be informed of the general nature of their assignments, to the fullest possible extent, prior to appointment.
- f. Should an unexpected decrease in enrolment occur which results in an appointee not being required for a regular teaching position then that teacher shall be placed on the TTOC list with full pay and benefits and shall be placed in the first regular position that becomes available for which that teacher is qualified pursuant to Article E.23.2.a and Article E.23.2.b (Filling Vacant Positions).
- g. All employees covered by this Collective Agreement shall at all times maintain membership in the Richmond Teachers' Association, the British Columbia Teachers' Federation and except for Speech Language Pathologists, shall also maintain possession of a valid BC teaching certificate with the Teacher Regulation Branch.

ARTICLE E.22 REASSIGNMENT OF TEACHERS

22.1. Internal Reassignment

Notwithstanding Article E.23.1 (Posting Vacant Positions), teachers on a continuing appointment in a school or other workplace shall have the opportunity for internal reassignment subject to the following:

- a. Initial staffing discussions shall be held at a staff meeting prior to May 8 for the purpose of discussing the timetable and staff assignments for the next school year and, if necessary, any new or existing vacant teaching positions that will require filling in the school.
- b. All vacancies for internal reassignment will be emailed to all teaching staff including those on Leave of Absence and newly hired to the school, as soon as they are known.
- c. Teachers in a school shall have the opportunity for internal reassignment subject to the provisions of Article E.23.2.a and E.23.2.b (Filling Vacant Positions).
- d. Notwithstanding Article E.22.1.c, Human Resources and the Association may agree to waive the provisions of internal reassignment in exceptional circumstances.
- e. Teacher requests for reassignment within a school for the next school year shall be submitted in writing by 4 pm to the school Principal within two (2) working days of notification as per Article E.22.1.b.
- f. Names of the successful applicants regarding internal reassignment shall be electronically communicated by the Principal.

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- g. If the Principal believes a vacancy resulting from the internal reassignment process will be difficult to fill, they may temporarily grant the request and inform the teacher this decision is subject to finding a successful applicant through the Continuing and Remaining process. If the Principal believes the request should not be temporarily granted, this decision including a rationale, will be communicated in writing to the teacher and the Staff Representative.

22.2. Surplus Reassignment

- a. Where staffing requirements in a school necessitate a reduction in the school's teaching staff, teachers in that school may volunteer for reassignment.
- b. The teacher(s) deemed to be most surplus based upon the educational needs of the school and the qualifications of the teachers will be subject to surplus reassignment, provided that the remaining teachers have the required qualifications as per Article E.23.2.a and E.23.2.b (Filling Vacant Positions).
- c. Where two or more teachers are deemed to be equally qualified as per Article E.23.2.a and E.23.2.b (Filling Vacant Positions), the teacher with the least seniority will be deemed surplus.
- d. In the event that a teacher is deemed to be surplus, the teacher will be reassigned through the posting process as per Article E.23 (Posting and Filling Vacant Positions).
- e. Teachers deemed surplus shall be informed:
 - i. in writing, prior to the round 1 staffing process, or as soon thereafter as possible, with a copy provided to the Association.
 - ii. at a meeting with an administrator, as to the reasons why the teacher has been deemed surplus.
 - iii. the teacher deemed surplus may arrange for a Staff Representative to attend the meeting referenced in Article E.22.2.e.ii.
- f. In case of a school consolidation of two (2) or more schools, including consolidation of a school and an annex, the current teachers on the staff of each respective school shall be deemed to be one staff for:
 - i. Internal Reassignment pursuant to Article E.22.1 (Internal Reassignment).
 - ii. Surplus Reassignment pursuant to Article E.22.2 (Surplus Reassignment).
- g. A teacher who is deemed surplus shall:
 - i. have the opportunity to return immediately to their previous position if said surplus does not in fact occur.
 - ii. receive surplus protection and not be reassigned by the District within two (2) years unless the teacher agrees.

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22.3. Construction of New Schools

- a. When a new school is built to replace an existing school or causes an existing school to be closed, the new school shall be staffed by those members of the teaching staff of the school being closed who have a desire to teach at the new school providing there are sufficient positions available and provided they possess the qualifications necessary to meet the educational needs of the position. If any positions remain vacant they shall be posted and filled according to Article E.23 (Posting and Filling Vacant Positions).
- b. Teachers from a school which is to close as a result of the building of a new school and for whom there is no position pursuant to Article E.22.3.a. shall be considered surplus and shall be reassigned pursuant to Article E.22.2.
- c. Teachers from a school which is to close as a result of the building of a new school, who do not wish to teach at the new school, shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

22.4. Teacher Exchange

- a. Notwithstanding Article E.23 (Posting and Filling Vacant Positions), two teachers on continuing appointments may jointly request an exchange of positions.
- b. A teacher exchange is defined as a teacher initiated exchange of positions between two teachers, each in a different school or workplace, for which the teachers are qualified in accordance with Article E.23 (Posting and Filling Vacant Positions) and which meets the approval of the Principal and Human Resources.
- c. Upon agreement of two teachers and Human Resources, the exchange of positions shall be for:
 - i. one semester or term;
 - ii. one year;
 - iii. not to exceed two (2) years.
- d. Agreement on the leave period shall be made by the two exchange teachers and the administrators. Approval of the exchange shall not be unreasonably denied.
- e. Procedure Guidelines for exchange of less than one year:
 - i. Proposals for teacher exchanges may only be made by continuing appointment teachers presently employed by the Board.
 - ii. Continuing contract teachers interested in an exchange of positions shall so notify the administrator of their current school and Human Resources by March 31 or October 31.
 - iii. Teachers proposing to exchange positions shall submit an exchange proposal to their respective school administrators.

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- f. Procedural Guidelines for exchange of one year or more:
 - i. Proposals for teacher exchanges may only be made by continuing appointment teachers presently employed by the Board.
 - ii. Continuing contract teachers interested in an exchange of positions shall so notify the administrator of their current school and Human Resources by March 31.
 - iii. Teachers proposing to exchange positions shall submit an exchange proposal to their respective school administrators.

[Note: Article E.22.4 does not apply to Adult Education Teachers.]

22.5. District Initiated Reassignment (DIR)

- a. In exceptional circumstances, reassignments may be initiated by the District pursuant to the provisions of this Article.
- b. A teacher who is under consideration for District initiated reassignment shall be informed, in writing, at least seven (7) days prior to the date of reassignment and be provided with the reasons for reassignment. A copy shall be forwarded to the RTA President.
- c. When the District initiates a reassignment, a Representative of Human Resources and a Representative of the Association shall meet with the teacher to review the reasons for the reassignment unless waived by mutual agreement. The District will offer the teacher a new teaching assignment based upon their qualifications as defined in Article E.23.2.a and E.23.2.b (Filling Vacant Positions).
- d. Reassignments shall not be initiated by the District for arbitrary or capricious reasons.
- e. The District will provide adequate assistance and support; and where necessary in the opinion of the District, provide the needed retraining.

ARTICLE E.23 POSTING AND FILLING VACANT POSITIONS

23.1. Posting Vacant Positions

- a. The term 'Vacancy' shall mean a newly created position or an existing position to which a continuing teacher is not assigned. Only teachers who hold continuing appointments are eligible to apply for all posted vacancies.
- b. Staffing timelines shall be emailed to all employees, including those on Leave of Absence and on the Recall List by April 30.

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- c. Principals will provide to the SCC Chair and Staff Representative a description for each vacant position. Every posting shall contain the following information:
 - i. identification of the position to be filled, i.e. subject area(s), specialty area(s), level(s) or grade level(s), work location, full time or specified part time, commencement of appointment and any other salient descriptive information, and;
 - ii. required qualifications, which shall be reasonable, bona fide requirements for the position.
- d. All vacancies shall be electronically posted within a reasonable period of time. The posting period shall be five (5) working days.
- e. At the time of posting, copies shall be distributed electronically to the RTA President, and Principals at each school or worksite. One (1) hard copy of all postings will be available in the staffroom at each school or worksite.
- f. Applications for posted vacancies will be accepted by Human Resources up to 4:00 pm of the day that the postings close.
- g. If at the end of the posting period pursuant to Article E.23.1.a, no qualified applicant has been appointed, a list of Remaining vacancies and/or Temporary positions shall be posted and filled according to Article E.23 and Article C.23 (Employment Contracts).

23.2. Filling Vacant Positions

- a. In filling vacant positions, posted pursuant to Article E.23.1, qualifications of the applicant shall be those which match the requirements of the posted vacancy description pursuant to Article E.23.1.c.

The following shall be assessed when determining qualifications:

- i. Certification, academic and professional preparation related to the vacancy description, teaching experience related to the vacancy description and quality of service as reflected in satisfactory teaching reports.
 - ii. Once a teacher is deemed qualified, neither professional development nor additional academic coursework shall be considered to improve a teacher's qualifications for their current assignment.
 - iii. A teacher may complete academic coursework in other teaching areas to become qualified for future assignments in those areas. Such qualifications shall be in addition to prior basic teaching qualifications.
- b. All vacant positions shall be filled in the following order:
 - i. qualified candidates, where length of service in the District shall be used as a tie-breaker where two (2) or more candidates are qualified.
 - ii. minimally qualified candidates, where length of service in the District shall be used as a tie-breaker where two (2) or more candidates are minimally qualified.

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- c. A teacher who is offered a position shall inform Human Resources whether or not the offer is accepted by 4:00 pm of the next working day.
- d. If a new or existing position becomes vacant after September 1, and the successful applicant is currently assigned to another position in the District, the reassignment shall be effected at a time which best meets the needs of the educational program(s).
- e. Names of the successful applicants for vacant positions shall be published and sent to the RTA President.

23.3. Posting Vacant Positions – Summer School

- a. The term vacancy shall mean a newly created position or an existing summer school teaching position.
- b. Teacher application information and forms for Summer School are posted to all schools, the Board Office, the RTA Office, to those who taught in the previous summer with Richmond Continuing Education, and to anyone who has requested this information.
- c. Application packages will be accepted up to the day that postings close. However, late applications may be considered as needed.
- d. Receipt of each application is acknowledged. Further notification will only be provided to applicants if they are being interviewed or considered for a position.

23.4. Filling Vacant Positions – Summer School

Successful applicants for Summer School positions shall be appointed according to the following process, pending final enrollment:

- a. Qualified returning Summer School teachers who:
 - i. Apply for the same course as taught the previous summer, shall be given priority;
 - ii. Apply for a different course than taught the previous summer shall be given priority, if vacancies exist.
- b. If more than one qualified returning Summer School teacher applies for the same position, the teacher with the greatest number of years with Richmond Continuing Education Summer School shall be appointed.
- c. If enrollment is not sufficient to warrant running a section it may be cancelled.
 - i. When a section is cancelled, the teacher with the greatest number of years of Summer School experience with Richmond Continuing Education shall be retained subject to the teacher's agreement.
 - ii. Fair and reasonable effort will be made to find a replacement section for a Summer School teacher whose section has been cancelled.

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- d. Applications from new, qualified Summer School teachers will be considered for the remaining vacancies.
- e. Following application package reviews and reference checks, a short list of applicants shall be reviewed. A Letter of Appointment from Richmond Continuing Education shall be sent electronically to successful applicants.

23.5. Posting Vacant Positions – Adult Education Program

- a. The term vacancy shall mean a newly created course or an existing course to which no teacher has been assigned.
- b. The District may post Adult Education Program courses at any time and may indicate on the posting that the position is subject to sufficient enrollment.
- c. All vacancies shall be electronically posted within a reasonable period of time. The posting period shall be two (2) working days.
- d. At the time of posting, copies of all postings shall be distributed electronically to the RTA President, and Principals at each school or worksite. One (1) hard copy of all posting will be available in the staffroom at each school or worksite.
- e. Applications for posted vacancies will be accepted by Human Resources up to 4:00 pm of the day that the postings close.

23.6. Filling Vacant Positions – Adult Education Program

- a. Successful applicants for Adult Education Program positions shall be appointed in accordance with Article E.23, except for returning Adult Education Teachers who shall be appointed in the following order:
 - i. Qualified applicants who previously taught the same course.
 - ii. Qualified applicants who previously taught a different course.

If more than one qualified Adult Education Teacher applies for the same position for a course they have previously taught, the teacher with the greatest length of service with the Adult Education Program shall be appointed.

If more than one qualified Adult Education Teacher applies for the same position who have previously taught a different course, the teacher with the greatest length of service with the Adult Education Program shall be appointed.

- b. Any appointment to the Adult Education Program may be offered pending final enrollment.

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ARTICLE E.24 FALSELY ACCUSED TEACHER ASSISTANCE

- 24.1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
- a. an investigation by the Board has concluded the accusations are false; or
 - b. the teacher is acquitted of criminal charges in relation to the accusations and an arbitrator considering discipline or dismissal of the teacher finds the accusations to be false and finds that no disciplinary action is appropriate, the teacher shall be entitled to assistance from the Board as provided in this Article.
- 24.2. The teacher and the teacher's family shall be entitled to reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations as agreed by the Superintendent or designate and the RTA President.
- 24.3. The teacher shall be assisted by the Board in assuring a successful return to teaching duties, including any necessary leave of absence with pay, first priority for reassignment to a vacant position for which the teacher is qualified if requested by the teacher, and provision of factual information to parents by the Board, if requested by the teacher.

ARTICLE E.25 PERSONNEL FILES

- 25.1. There shall be only one (1) personnel file for each teacher, maintained in the District Office. Any other file relating to a teacher kept at a school shall be destroyed when the teacher leaves the school.
- 25.2. After receiving a request from a teacher, Human Resources, in respect of the District file, or the Principal of the school, in respect of the school file, shall grant access to that teacher's file by appointment.
- 25.3. A District official shall be present when a teacher views their file, and the teacher may be accompanied by an individual of their choosing.
- 25.4. The District agrees that only material relevant to the employment and performance of the teacher, shall be maintained in personnel files. In the event that the teacher believes that any material in the files does not meet this criteria and the District official does not agree to the removal of the specified material, the teacher may file a grievance pursuant to Article A.6 (Grievance Procedure).
- 25.5. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file:
- a. the teacher shall be informed and receive a copy;
 - b. the teacher may elect to attach an addendum to the material;
 - c. unsubstantiated critical material shall be removed from the file(s) subsequent to the investigation;

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- d. such material will be removed upon the teacher's request provided thirty (30) calendar months have elapsed after the filing and that no further material of that nature has been subsequently filed.
- 25.6. No material from a teacher's file shall be used as evidence in cases of discipline, suspension or dismissal unless the material was placed in the teacher's file in accordance with Article E.25.5.
- 25.7. Personnel files shall be in the custody of Human Resources and shall only be accessible to Human Resources and other appropriate officials of the School District for bona fide reasons.

ARTICLE E.26 NO DISCRIMINATION

- 26.1. The Association and the Board recognize the right of all teachers to work in an environment free from discrimination.
- 26.2. There will be no discrimination against any teacher covered by this Agreement on the basis of:
 - a. any protected ground under the British Columbia Human Rights Code; or
 - b. authorized activities on behalf of the Association or the Teachers' Federation;

in particular, there shall be no such discrimination in terms of hiring, promotion, salary, discipline or dismissal.

For reference, at the time of drafting, the protected grounds under the BC Human Rights Code are: race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age.

ARTICLE E.27 RACISM

- 27.1. The Board and the RTA do not condone and will not tolerate any expression of racism.
- 27.2. Any allegation of racism within the District will be investigated by the Superintendent of Schools or designate.

ARTICLE E.28 PARENTAL CONCERNS

- 28.1. The Board and Association agree that every reasonable effort shall be made by teachers and Administrative Officers to resolve parental complaints at the school level.
- 28.2. When a complaint is received, the parent/guardian may be directed by the Administrative Officer to speak to the teacher.
- 28.3. Administrative Officers will notify teachers of any complaint received from a parent/guardian.
- 28.4. If the complaint is discipline related, the process shall be treated in a manner consistent with Article C.24 (Discipline and Dismissal).

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- 28.5. If the complaint is not discipline related and the parent and teacher cannot resolve the complaint, the Administrative Officer may convene a meeting with the teacher and the complainant to discuss and attempt to resolve the complaint at the school level.
- 28.6. The teacher may arrange for a Staff Representative to attend the meeting referenced in Article E.28.5.
- 28.7. Should the meeting become counterproductive, it may be terminated and rescheduled as necessary without prejudice.
- 28.8. If resolution is not reached at the school level, parental complaints may be presented to the Superintendent or designate.

ARTICLE E.29 SCHOOL ACT APPEALS

- 29.1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board by-law 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 formal 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.
- 29.2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the teacher(s) who made the decision.
- 29.3. No decision or by-law 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 employee of any right, benefit or process otherwise provided by law.

Section F: Professional Development

SECTION F PROFESSIONAL DEVELOPMENT

**** Provincial Language ****

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING

- 1.1. Effective July 1, 2024, the employer shall provide professional development funding not less than one fifth of one percent (0.20%) of the Category 6 maximum step, multiplied by the total teacher FTE in the District, as of September 30 of the previous year.
- 1.2. This article replaces only local provisions regarding professional development funding that do not equal or exceed the minimum funding required in Article F.1.1.

[Note: Article F.1.3 does not apply in SD 38 (Richmond).]

**** Local Language ****

- 1.4. The fund shall be provided with an amount equal to 14% of Category 6, Step 10 in July of each year by the Association.

[Note: F.1 Transitional Funding – In effect July 1, 2022 to June 30, 2024]

- 1.5. The fund shall be provided with an amount equal to 35% of Category 6, Step 10 in July of each year. Contributions to the fund shall be borne 60% by the Board and 40% by the Association.

**** Local Language ****

ARTICLE F.21 PROFESSIONAL DEVELOPMENT

21.1. Statement of Purpose

The Board and the Association agree that professional growth for teachers is desirable throughout their career. It is part of each individual teacher's professional responsibility to seek out and pursue opportunities to grow professionally and, since teacher growth enhances education, it is part of the Board's responsibility to support professional development.

21.2. Components of Professional Development

The Board and the Association agree that professional development involves the following three complementary components, each of which is valid and important. Teachers should therefore have access to the three components within a school year.

- a. Individual professional development in which a teacher defines and pursues professional development goals related to their employment.

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- b. School Based professional development in which a group of teachers within a single school, preferably the entire staff, collectively defines and pursues professional development goals collaboratively in response to their personal interests and needs, the leadership of the Professional Development Committee, the educational leadership initiatives of the administrative officers, identified school-wide priorities, the educational initiatives of the Ministry of Education and within the educational goals and priorities of the Board.
- c. District-based professional development in which teachers from more than one school participate in activities organized by district staff or district committees in response to Ministry mandates, district initiatives or the needs of teachers from more than one school.

21.3. Principles of Professional Development

The Board and the Association agree that professional development is most effective when teachers determine their own needs and set and implement their own goals consistent with or complementary to the goals and priorities of the school, the District and the Ministry. To this end the Board and the Association further agree to the following principles:

- a. Professional growth is a process of adult learning and professional development programs are most effective when the following principles of adult learning are acknowledged in planning and implementing such a program:
 - i. past knowledge and experience is taken into account and built upon;
 - ii. the ideas and shared experiences of the participants are validated;
 - iii. the process is interactive and social;
 - iv. participation is voluntary.
- b. Any new professional development initiative should begin with an explicit goal setting process by the participant(s) which not only considers present needs and interests but also attempts to build on previous experience.
- c. Planning for professional development should consider needs for material resources, human resources, organizational support and time for learning.
- d. Professional development activities should provide for a cycle of presentation, discussion, demonstration or modeling, individual practice, practice with feedback and reflective analysis both individually and with colleagues.
- e. All professional development programs should be evaluated for effectiveness by the participant(s).

21.4. Funding of Professional Development

- a. School based funds shall be used to support a teacher's participation in individual and school based professional development activities as well as those district sponsored activities where the school decides to participate beyond the allocated District funding.

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- b. Once a school's professional development budget has been approved by a staff it may be changed only by staff approval of a recommendation of the Staff Collegial Council.
- c. The RTA President will be advised annually before the end of November of the amount of School Based funds allocated to the schools and of the schools' allocation to professional development accounts.
- d. School Based professional development shall be administered by the Staff Collegial Council or an appropriate sub-committee and the educational leadership of the Principal. They shall:
 - i. establish a professional development plan identifying both long term goals and short term objectives. This plan shall be regularly reviewed and revised as necessary in response to a process of formative evaluation and/or goal setting;
 - ii. determine the amount of School Based funding to be used for individual and School Based professional development purposes;
 - iii. administer the funds for School Based professional development.
- e. Individual professional development shall be funded from School Based funds and/or from a Joint Professional Development Trust Fund established for this purpose.
- f. The Board and the Association shall establish and maintain a Joint Professional Development Trust Fund in the manner and for the purposes outlined below:
 - i. The fund shall be as per F.1 (Professional Development Funding).
 - ii. Any surplus shall be carried forward and added to the following year's fund.
 - iii. The Joint Professional Development Trust Fund shall be administered by a committee consisting of two (2) Board representatives; two (2) Association representatives and a mutually agreed upon non-voting recording secretary, with decisions to be made by consensus.
 - iv. The guidelines for the Joint Professional Development Trust Fund shall be prepared by the Joint Professional Development Trust Fund Committee.
 - v. The Joint Professional Development Trust Fund shall be used for two purposes:
 - (a) to support district-based professional development activities initiated and organized by the Association; and
 - (b) to support the attendance of Association contributors to the Fund at national or international conferences.
- g. The Board and the Association shall establish and maintain a Joint Professional Development Committee in the manner and for the purposes outlined below:
 - i. The Joint Professional Development Committee shall consist of up to five (5) representatives appointed by the Board and five (5) representatives appointed by the Association.
 - ii. The Guidelines for the Joint Professional Development Committee shall be prepared by that Committee and published.
 - iii. Annually, the Joint Professional Development Committee shall be made aware of the amount of funding allocated for district-based professional development.

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- iv. The Joint Professional Development Committee shall:
 - (a) Meet regularly on a mutually agreed upon schedule.
 - (b) Have the position of chair alternate each meeting between the Board and Association.
 - (c) Collate district and school professional initiatives in order to facilitate professional development throughout the district.
 - (d) Provide an annual summary of professional development activities that have occurred during the year which will assist in planning at the individual, school and district level.
 - (e) Provide recommendations to the Superintendent about district level professional development goals and the funding needed for implementation.

ARTICLE F.22 PROFESSIONAL DAYS

- 22.1. Professional days are provided for in Article D.22 (Regular Work Year for Teachers) of this Agreement.
- 22.2. Professional days for the purpose of professional development shall be used primarily for the improvement of the learning situation, and as such, are intended as an opportunity for teachers to pursue professional activities related to educational objectives, philosophy, organization, teaching methods, curriculum, or program development and planning.
- 22.3. Professional days shall be considered as instructional days for salary purposes for those teachers who would normally work on that day.
- 22.4. Following consultation with the Superintendent of Schools, one professional day may be used as an Association District-wide convention day.
- 22.5. The remainder of the professional days shall be used for professional development activities.
- 22.6. By September 30, for the first term, and January 15, for the second term, each school shall submit to the Board for acceptance its schedule and plan for professional day activities.
- 22.7. Participation in professional day activities shall be voluntary for those teachers not normally scheduled to work on that day.
- 22.8. If a part time teacher is requested to attend a professional day, not occurring during the instructional assignment of the teacher, the teacher will be compensated as arranged by the school at the appropriate daily rate of pay or be granted equivalent time in lieu of such pay during the school year.

Section F: Professional Development

ARTICLE F.23 EDUCATIONAL CHANGE

23.1. Educational Implementation Committee

- a. When new or revised curriculum and/or educational change is being introduced to the school district, it shall be the responsibility of the Board to plan for its implementation at the district level. It will be the responsibility of schools to plan for implementation at the school level in cooperation with the Board.
- b. Where the extent of the revision and the number of teachers involved warrants, an Educational Implementation Committee, which includes a majority of teacher representatives selected in consultation with the Association, shall be struck in advance of the beginning of the implementation process. This committee shall continue to meet and to advise for an appropriate period of time during the implementation process.
- c. The Board shall provide release time to enable educational implementation committees to meet and conduct their business.

23.2. Support for Curriculum and/or Educational Change

- a. In planning for the implementation of educational and/or curriculum change the Board, in consultation with the Educational Implementation Committee, if one exists, will support the implementation process by providing for the following.
 - i. Clarity: Initially teachers, individually and collectively, must develop clarity about the concept, the value and the process of the change as follows.
 - (a) Conceptual Clarity: Teachers understand the proposed change and how it differs from current practice.
 - (b) Value Clarity: Teachers understand how the proposed change can improve upon current practice.
 - (c) Procedural Clarity: Teachers understand the steps to be taken during the implementation and how these steps will affect their practice.
 - ii. Time Required for Implementation: Teachers will require time both before and during and after implementation in order to plan, assess review, modify, evaluate, share and report on aspects of the change individually and collectively.
 - iii. In-Service Support: Educational implementation committees will recommend the nature and timing of in-service specific to the implementation of new curriculum and educational change.
 - iv. Resources: One of the major tasks of the implementation committees shall be to make recommendations with respect to appropriate resources to facilitate school based decision making.
- b. As a part of the original implementation planning provision will be made for an ongoing process of both individual and collective reflection on the curricular change and the change process itself. The Educational Implementation Committee will ensure that such formative evaluation is conducted at the district level and will encourage schools to include a similar process in their own implementation planning.

Section F: Professional Development

23.3. Centrality of Teaching

Although the Ministry and the Board have both the right and the responsibility to exercise instructional leadership in curriculum, teachers, both individually and collectively, shall be recognized as the key agents of educational and/or curriculum change.

23.4. Coordination with Other Activities

Since successful implementation requires professional growth it cannot proceed solely through district level initiatives but will require School Based activity over a period of time sufficient for human change as well as organizational adaptation. In planning for the implementation of new and revised curricula the Board will consider the competing demands for time and resources by the on-going tasks for which teachers are responsible as well as by School Based, individual and district professional development programs.

ARTICLE F.24 PROFESSIONAL AUTONOMY

- 24.1. While it is recognized that the Board has the responsibility to exercise instructional leadership through its Administrative Officers in order to promote effective educational practise, teachers shall, within the bounds of the prescribed and locally developed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, evaluation and the planning and presentation of course materials in the classes of pupils to which they are assigned.
- 24.2. It is also recognized that the Board retains the right to evaluate a teacher's effectiveness pursuant to Article C.3 (Evaluation) of this Agreement.

SECTION G LEAVES OF ABSENCE

**** Provincial Language ****

ARTICLE G.1 PORTABILITY OF SICK LEAVE

- 1.1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
- 1.2. 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.
- 1.3. 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 one hundred and twenty (120) 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.]

[Note: See Article G.21 Sick Leave for sick leave use and accrual.]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

- 2.1. 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;

Section G: Leaves of Absence

- 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.
- 2.2. 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.
- 2.3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave, and
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
 - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- 2.4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 2.5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 2.6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 2.7. Seniority shall continue to accrue during the period of the compassionate care leave.
- 2.8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

[Note: The definition of "family member" in Article G.2.1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.]

[Note: See Articles G.22.2 (Critical Illness) and G.22.3 (Hospitalization of Immediate Family Member) for short term compassionate leave.]

Section G: Leaves of Absence

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

ARTICLE G.4 BEREAVEMENT LEAVE

[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]

- 4.1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. [See also Article G.4.6 and G.4.7.]

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, grandchild or grandparent of an employee (including in-law), and
- b. any person who lives with an employee as a member of the employee’s family.

- 4.2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

- 4.3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “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, former ward or guardian or their spouses;
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

Section G: Leaves of Absence

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 4.4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

[Note: See also Article G.4.8.]

**** Local Language ****

- 4.5. It is the responsibility of the teacher to report or request an absence under this Article in accordance with the following procedures:

- a. Bereavement:
 - submit the electronic leave notification
 - notify Principal
- b. Compassionate:
 - submit the electronic leave request for approval
- c. Funeral up to one (1) day:
 - submit the electronic leave notification
 - notify Principal
- d. Funeral in excess of one (1) day:
 - submit the electronic leave request for approval

4.6. Bereavement Leave

The District shall grant short term leave with pay to a maximum of five (5) days in the case of the death of a stepmother, stepfather or a dependent of the teacher.

4.7. Compassionate Leave

The District may grant additional short term leave to a maximum of five (5) days, with pay or with cost of Teacher Teaching on Call (TTOC) deducted for the time necessary to attend to emergent matters related to a death pursuant to Article G.4.1 or G.4.6. Such leave may be combined with bereavement leave.

[Note: See also Article G.4.3 for unpaid leave.]

[Note: See also Article G.2 (Compassionate Care Leave).]

Section G: Leaves of Absence

4.8. Funeral Leave

The District shall grant short term leave, to a maximum of one (1) day, with pay for the time necessary to attend a funeral of any relative not mentioned in Article G.4.1 or G.4.6 or a friend of the teacher. Upon request, additional days for travel to a maximum of three (3) days, if necessary, with cost of TTOC deducted may be granted by Human Resources. The District reserves the right to limit the number of leaves in the event there is a significant number of requests for teachers to attend the same funeral.

**** Provincial Language ****

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

[Note: See also Article G.26 (Discretionary Leave).]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

Article G.6.1.a and Articles G.6.2-G.6.8 do not apply in SD 38 (Richmond). Article G.6.1.b. applies for the purposes of Article A.10 (Leave for Regulatory Business as per the Teachers Act) only.

- 6.1. b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

Section G: Leaves of Absence

Elected union officer release

- 6.9. Such leaves will be granted upon request.
- 6.10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

**** Local Language ****

6.11. Association Officers Release

- a. In the event of illness, the Association officer(s) referred to in Article G.6.9 shall be granted sick leave. A person delegated by the Association shall be granted leave of absence to replace the Association officer(s) when such replacement is deemed to be necessary by the Association. The Association shall pay the costs of a Teacher Teaching on Call (TTOC) for the period of such replacement, to the Board.
- b. The Board will continue to pay the Association officers referred to in Article G.6.9 their salary, and to provide benefits as specified. The Association will reimburse the Board for such salary and benefit costs upon receipt of a monthly statement.
- c. For purposes of pension, experience, sick leave and seniority, the Association officers referred to in Article G.6.9 shall be deemed to be in the full employ of the Board. The Association officers shall inform the Board of the number of days or partial days, if any, that they were absent from duties due to illness. Such days or partial days shall be deducted from the officer's accumulated sick leave credits.

6.12. Release Time for Association, BCTF or CTF

- a. The Board agrees to release, with pay, teachers covered by this Agreement, selected or appointed, to work for the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation, subject to the Board being reimbursed for the cost of required TTOC. Seven (7) days notice should be given whenever possible.
- b. Release time granted under Article G.6.12.a should not exceed twenty (20) working days except for teachers participating in contract negotiations, grievance or arbitration hearings as provided for under Article G.6.13 (Leave for Contract Negotiation and Grievance and Arbitration Hearings), Article A.6 (Grievance Procedure), and Article A.7 (Expedited Arbitration). This limit does not apply to employees granted leave under Article G.6.9.
- c. The Board agrees to grant leave of absence without pay to teachers seconded as officers or staff to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.

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- d. For purposes of pension, experience, sick leave and seniority credit, teachers elected or seconded according to Article G.6.12.c, shall be deemed to be in the full employ of the Board. Further, when a teacher is seconded to the Association, the provisions of Article G.6.11.b and Article G.6.11.c will apply.
- e. A teacher seconded under the provisions of Article G.6.12.c shall be entitled, on written notice, at least one (1) month prior to the commencement of the school term or semester, wherever possible, to return to employment with the Board effective the commencement of that term or semester and shall be entitled to an assignment with a comparable grade level and subject area to that previously held.

6.13. Leave for Contract Negotiation and Grievance and Arbitration Hearings

- a. Release Time with pay shall be provided for up to five (5) authorized representatives of the Association for the purpose of Collective Agreement negotiations. TTOC costs shall be paid by the Board for up to one hundred (100) days total in any set of negotiations.
- b. Release Time with pay shall be provided for a designated Association Representative(s) to participate in Grievance meetings with representatives of the Board or of the Joint Grievance Committee. If such meetings are scheduled under this Article during instructional hours, TTOC shall be provided at the cost of the Board. This does not preclude the scheduling of such meetings outside of instructional hours.
- c. Release time with pay shall be provided for a designated Association Representative(s) to participate in an Arbitration Hearing provided the Association reimburses the Board TTOC costs.

ARTICLE G.7 TTOCS CONDUCTING UNION BUSINESS

- 7.1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the Collective Agreement.
- 7.2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
- 7.3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
- 7.4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

ARTICLE G.8 TTOCS – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

- 8.1. Time spent conducting union business on a local or provincial negotiating team will be recognized for the purpose of seniority and experience recognition.

Section G: Leaves of Absence

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE

- 9.1. A teacher shall be granted leave upon request to accept a position if the teacher is:
- a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
- 9.2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
- 9.3. The vacated teaching position will be posted as a temporary position during this period.
- 9.4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
- 9.5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
- a. Teacher Evaluation
 - b. Teacher Discipline
- 9.6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local Collective Agreement or otherwise agreed to between the parties.

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

Teachers granted the following leaves in accordance with the Collective Agreement:

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

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

Section G: Leaves of Absence

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS

- 12.1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
- a. One hundred percent (100%) of their current salary for the first week of the leave; and
 - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

[Note: In SD 38 (Richmond), for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.2 below.]

**** Local Language ****

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

[Note: See Article G.24 (Maternity and Parental Leave) for leave provisions.]

**** Local Language ****

ARTICLE G.21 SICK LEAVE

- 21.1. It is the responsibility of the teacher to report or request an absence under Article G.21 in accordance with the following procedures:
- a. Sick leave of twenty (20) days or less:
 - submit the electronic leave notification
 - b. Sick leave of more than twenty (20) days:
 - submit the electronic leave notification
 - email notification to Human Resources with documentation from a medical practitioner attached.
- 21.2. Sick leave allowance means the number of sick days that a teacher has been credited through employment with the Board and for which they will be entitled to sick leave at their regular rate of pay.

Section G: Leaves of Absence

- 21.3. Sick leave allowance shall be credited to a teacher on the basis of one and one half (1.5) days for each month of active employment with the Board.
- 21.4. Deductions shall be made from sick leave allowance on the basis of one (1) full day for one (1) full working day (exclusive of holidays) of sick leave granted.
- 21.5. A part time teacher shall earn credit based on percentage of assignment and deductions shall be made on the basis of one (1) day or portion thereof of the teacher's assignment for that day.
- 21.6. Each year no less than fifteen (15) days of sick leave will be available to each full time teacher at the beginning of the school year. Sick leave advanced to part time teachers shall be prorated in accordance with Article G.21.5.

Any amount paid to a teacher for sick leave, advanced but not earned during the school year, shall be repaid by the teacher through payroll deduction.

- 21.7. Any days during which the teacher has been absent with full pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act, shall be charged against any sick leave accumulated by the teacher.
- 21.8. In any one (1) year when a teacher has not used their sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for their future use.
- 21.9. The number of days for which a teacher may be allowed to receive their regular rate of pay under Article G.21, in any one school year, shall not exceed one hundred fifty (150).
- 21.10. A record of all unused sick leave allowance will be kept by the District. The District shall advise each teacher by September 30 of each year of the amount of their accumulated sick leave allowance as at June 30 of the previous year. Any teacher shall be advised, upon application, of the amount of their sick leave allowance.
- 21.11. If a teacher is returning to the District after a previous termination of employment previously accumulated sick leave with the District will be reinstated, except for unused sick leave that was previously ported from SD38 to another district pursuant to PCA Article G.1 (Portability of Sick Leave). Pursuant to PCA Article G.1 (Portability of Sick Leave), an employee who is rehired to SD38 (Richmond) is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
- 21.12. Sick Leave of twenty (20) working days or less shall be considered short term leave.
- 21.13. Sick leave in excess of twenty (20) working days shall be considered extended leave and shall be granted pursuant to Article G.21.1. No limitations shall be placed on the number of requests for sick leave.

A teacher returning from extended sick leave shall in advance of their return notify Human Resources.

Section G: Leaves of Absence

21.14. Partial Medical Leave

Where a teacher is on full time sick leave the District shall make every reasonable effort to accommodate a teacher and grant a return to duty on partial medical leave where the teacher produces a certificate from a medical practitioner stating that the teacher, while medically unable to work full time, is capable of working part time.

- a. Partial leave granted under this Article shall be for a period of up to one (1) school year. Such leave may be extended upon request.
- b. A teacher on partial medical leave shall earn sick leave, proportionately, for the portion of time worked. Deduction of sick leave shall be made, proportionately, for the time not worked.

21.15. Reassignment:

- a. A teacher returning from leave of less than one (1) school year shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from leave of one (1) school year or more shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

21.16. Sick Leave – Adult Education Teachers

- a. Article G.21.1, G.21.7, G.21.8 and G.21.10 through G.21.15 above shall apply.
- b. The Board shall establish a sick leave bank for Adult Education Teachers separate from any sick leave bank for K-12 teachers. Sick leave credits earned by Adult Education Teachers will be placed in their Adult Education sick leave bank and used exclusively to cover absences due to illness from the Adult Education Program.
- c. Deductions shall be made from accumulated sick leave on the basis of one (1) hour of sick leave for each contract hour of absence.
- d. Adult Education Teachers will earn 0.075 sick leave hours for each contract hour worked, to a maximum of 75 hours of sick leave credits per teaching year.
- e. Each year no less than seventy five (75) hours of sick leave will be available to a full time Adult Education Teacher at the beginning of the school year. Sick leave advanced shall be pro-rated in accordance with Article G.21.16 d.
- f. Any amount paid to an Adult Education Teacher for sick leave, advanced but not earned during the school year, shall be repaid by the teacher through payroll deduction.

Section G: Leaves of Absence

g. Transition Bank

- i. If an Adult Education Teacher ceases to teach in the Richmond School District Adult Education Program but accepts a teaching assignment in the Richmond School District K-12 program, the teacher will be permitted to transfer up to the equivalent of one hundred fifty (150) hours of earned unused sick leave hours from their Adult Education sick leave bank, provided they have exhausted their K-12 sick leave bank. Such hours will be converted on the basis of five (5) hours constituting one (1) day.
- ii. If a K-12 teacher ceases to teach in the Richmond School District K-12 program but accepts a teaching assignment in the Richmond School District Adult Education Program, the teacher will be permitted to transfer up to the equivalent of thirty (30) unused sick leave days from their K-12 sick leave bank, provided they have exhausted their Adult Education sick leave bank. Such hours will be converted on the basis of one (1) day constituting five (5) hours.

ARTICLE G.22 FAMILY EMERGENCY LEAVE

22.1. It is the responsibility of the teacher to report or request an absence under Article G.22 in accordance with the following procedures:

- a. Critical illness up to three (3) days:
 - submit the electronic leave notification
 - notify Principal
- b. Critical illness in excess of three (3) days:
 - submit the electronic leave notification
- c. Hospitalization of immediate family:
 - submit the electronic leave notification
 - notify Principal
- d. Emergency illness in the immediate family:
 - submit the electronic leave notification
 - notify Principal

22.2. Critical Illness

In the case of critical illness in the family of a teacher the District shall grant short term leave of up to three (3) days with pay. Short term leave in excess of three (3) days may be granted with pay or with the cost of Teacher Teaching on Call (TTOC) deducted.

22.3. Hospitalization of Immediate Family Member

In the case of hospitalization of immediate family short term leave may be granted to a maximum of five (5) days with cost of TTOC deducted. A letter of verification by the attending physician may be requested in support of such leave.

Section G: Leaves of Absence

22.4. Emergency Illness in the Immediate Family (Family Illness)

In the case of emergency illness in the immediate family where no one other than the teacher can provide care to the immediate family member the District shall grant short term leave for up to three (3) days with pay. For each one (1) day or portion thereof of such absence an equivalent amount of sick leave shall be deducted from the teacher's accumulated sick leave allowance. If the teacher has exhausted their sick leave allowance then the teacher shall be deducted the cost of TTOC.

[Note: See also Article G.2 (Compassionate Care Leave) for leave up to eight weeks.]

22.5. Family Responsibility Leave – (Part 6 of the Employment Standards Act)

- a. It is the responsibility of the teacher to report or request an absence under Article G.22 in accordance with the following procedures:
 - submit the electronic leave notification
 - notify Principal
- b. Pursuant to Part 6 of the Employment Standards Act, an employee shall be granted up to five days of unpaid leave in each school year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family.
- c. Employees are expected to give as much notice as possible and provide sufficient information for their employers to understand the reason for the leave.

ARTICLE G.23 WCB LEAVE

23.1. It is the responsibility of the teacher to report or request an absence under Article G.23 in accordance with the following procedures:

- a. WCB leave of twenty (20) days or less:
 - submit the electronic leave notification
 - notify Principal
- b. WCB leave of more than twenty (20) days:
 - submit the electronic leave notification
 - email notification to Human Resources with documentation from a medical practitioner attached

23.2. When a teacher is absent from work and is in receipt of Workers' Compensation wage loss benefits in respect of the absence, the Board will make up the difference between the amount of the benefit and the teacher's full pay, provided that the teacher has sufficient sick leave to their credit. One-quarter (0.25) of a day will be deducted from the teacher's accumulated sick leave for each day they are absent and receives the WCB wage loss benefit. When the teacher's accumulated sick leave is exhausted, they shall receive the Workers' Compensation benefit only.

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- 23.3. During the period of absence the Board shall continue to pay its share of Dental, Medical Services Plan, Extended Health Benefit and Group Life Insurance premiums.

ARTICLE G.24 MATERNITY AND PARENTAL LEAVE

- 24.1. It is the responsibility of the teacher to report or request an absence under Article G.24 in accordance with the following procedures:

- a. Maternity/Pregnancy or Parental Leave:
 - email notification to Human Resources stating commencement and return dates (include medical or adoption certificate)
- b. Early Return from Maternity/Pregnancy or Parental Leave:
 - email request to Human Resources
- c. Birth of Child Leave (up to and including two (2) days) or Adoption Leave (up to and including five (5) days):
 - submit the electronic leave notification
 - notify Principal
- d. Birth of Child Leave (in excess of two (2) days) or Adoption Leave (in excess of five (5) days):
 - submit the electronic leave request for approval
- e. Extended Parental Leave:
 - email notification to Human Resources

- 24.2. Maternity/Pregnancy Leave:

Maternity/Pregnancy leave shall be granted upon request as provided for in Part 6 of the Employment Standards Act.

[Note: See also Article G.12 (Maternity/Pregnancy Leave Supplemental Employment Benefits) for provisions on supplemental employment benefits.]

- 24.3. Use of Sick Leave Before and/or After Maternity/Pregnancy Leave:

The employee will be entitled to utilize their accumulated sick leave when medical complications:

- a. require an employee to be absent from work for a period of time before the employee's Maternity/Pregnancy leave is scheduled to commence, or
- b. require an employee to be absent from work for a period of time after the date the employee's Maternity/Pregnancy leave is scheduled to conclude,

and the employee provides Human Resources with a medical certificate.

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24.4. Parental Leave:

Parental leave (inclusive of adoption leave) shall be granted upon request as provided for in Part 6 of the Employment Standards Act.

24.5. Early Return from Maternity/Pregnancy and Parental Leave and Emergency Situations:

In the case of an incomplete pregnancy, death of the child or other special situations, a teacher may return to duty earlier than provided for in the agreed upon leave.

24.6. Birth of Child Leave:

- a. On the birth of the child, the non-birth parent may apply and shall be granted short term birth of child leave with pay of up to two (2) days.
- b. The teacher may request and shall be granted up to an additional three (3) days with the cost of Teacher Teaching on Call (TTOC) deducted.

24.7. Adoption/Legal Guardianship Leave:

- a. In addition to parental leave provided pursuant to the Employment Standards Act and Article G.24, short term leave for the purpose of adoption or legal guardianship shall be granted with pay for up to a maximum of five (5) days.
- b. Additional leave to a maximum of five (5) days required for mandatory interviews or traveling time to receive an adopted child shall be granted with cost of TTOC deducted.

24.8. Extended Parental Leave:

- a. A teacher granted leave under Article G.24.4(Parental Leave) who chooses not to return to work at the expiration of that leave may apply for extended maternity or parental (inclusive of adoption) leave.
- b. Application for extended parental leave that commences as of September 1 shall be made by April 30.
- c. Application for extended parental leave that commences after September 1 shall be made forty (40) days in advance of the expiration of their parental leave (inclusive of adoption).
- d. Extended parental leave shall be granted upon written request to Human Resources. Such leave shall not exceed thirty (30) school months, inclusive of any leave taken under Articles G.24.2 (Maternity/Pregnancy Leave) and/or G.24.4 (Parental Leave). Return shall coincide with the commencement of a school year or semester.
- e. Teachers returning from extended parental leave shall notify Human Resources by email at least forty (40) days in advance of such return to work, except in respect to leave expiring June 30 where notice shall be given by March 31.

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- f. Requests for additional extended leave under Article G.24 for an ensuing school year shall be emailed to Human Resources by March 31.
- g. Leave granted under Article G.24 or combined with other extended leave shall not exceed a total period of thirty (30) school months.
- i. In emergency situations, the maximum length of the leave pursuant to Article G.24.8.g may be waived upon email request to Human Resources.

24.9. Early Return from Extended Parental Leave and Emergency Situations:

- a. A teacher may return to duty from Article G.24.8 (Extended Parental Leave) earlier than contemplated in the event that the circumstances on which the leave was based change significantly. Such early return shall be subject to the availability of a vacancy for which the teacher is qualified.
- b. A teacher intending to make an early return to duty will submit email notification at least four (4) weeks prior to the commencement in which employment will be resumed.
- c. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the maternity leave provisions of this Article.

24.10. Extended Parental Leave Benefits:

When a teacher is on extended parental leave, the teacher may maintain benefits by making arrangements with Human Resources in advance of the leave and by the teacher paying the full cost of the premiums for the leave of absence.

24.11. Reassignment:

- a. A teacher returning from leave pursuant to Article G.24.8 (Extended Parental Leave) of one (1) school year or less shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from leave pursuant to Article G.24.8 (Extended Parental Leave) of more than one (1) school year shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.25 EXTENDED PARENTHOOD LEAVE

- 25.1. It is the responsibility of the teacher to report or request an absence under Article G.25 in accordance with the following procedures:
- email request to the Human Resources stating the commencement and return dates

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25.2. Extended Parenthood Leave:

- a. A teacher with a dependent child/children shall be granted an extended parenthood leave of absence without pay.
- b. An application for extended parenthood leave shall be emailed no later than March 31 for leave commencing at the beginning of the school year and no later than October 31 for leave commencing at the beginning of January or second semester.
- c. Extended leave granted under Article G.25 or combined with other extended leave shall not exceed a total period of twenty (20) school months.
- d. In emergency situations the maximum length of the leave pursuant to Article G.25.2.c may be waived upon email request to Human Resources.
- e. A teacher returning from extended parenthood leave shall notify Human Resources by email at least forty (40) days in advance of such return to work, except in respect to leave expiring June 30 where notice shall be given by March 31.
- f. All requests for additional extended leave under Article G.25 for an ensuing school year shall be emailed to Human Resources on or before March 31.
- g. Early Return from Extended Parenthood Leave and Emergency Situations

A teacher may return to duty from extended parenthood leave earlier than contemplated in the event that the circumstances on which the leave was based change significantly. Such early return shall be subject to the availability of a vacancy for which the teacher is qualified.
- h. Extended Parenthood Leave Benefits

When a teacher is on extended parenthood leave pursuant to Article G.25, the teacher may maintain benefits by making arrangements with Human Resources in advance of the leave and by the teacher paying the full cost of the premiums for the leave of absence.

25.3. Reassignment:

- a. A teacher returning from leave of one (1) school year or less shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from leave of more than one (1) school year shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.26 DISCRETIONARY LEAVE

- 26.1. It is the responsibility of the teacher to report or request an absence under Article G.26 in accordance with the following procedures:

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- submit the electronic leave notification
- notify Principal

26.2. The District shall grant annually two (2) days of short term discretionary leave with cost of Teacher Teaching on Call (TTOC) deducted.

26.3. Discretionary leave shall not be used for the purpose of holiday extension.

[Note: See also Article G.5 (Unpaid Discretionary Leave).]

ARTICLE G.27 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

27.1. It is the responsibility of the teacher to report or request an absence under Article G.27 in accordance with the following procedures:

- submit the electronic leave notification
- notify Principal

27.2. The District shall grant leave of absence with pay to a teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena. A teacher on such leave shall pay over to the Board any sums received for such service, exclusive of traveling costs or meal allowances.

ARTICLE G.28 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

28.1. It is the responsibility of the teacher to report or request an absence under Article G.28 in accordance with the following procedures:

- a. Short term leave for Elected or Appointed Office:
 - submit the electronic leave notification
 - notify Principal
- b. Extended leave for Elected Office:
 - email notification to Human Resources
- c. Short term leave for Community Service:
 - submit the electronic leave request for approval
- d. Extended leave for Community Service:
 - email request to Human Resources

28.2. When a teacher is nominated as a candidate and wishes to contest a municipal, provincial, or federal election, they shall be given short term or extended leave of absence as required without pay, during the election campaign. Should the teacher be elected as a Member or Parliament or a Member of the Legislative Assembly, upon email request to Human Resources they shall be granted extended leave through the end of the school year in which the term in office expires or earlier, subject to the availability of a vacancy for which the teacher is qualified.

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- 28.3. Teachers elected or appointed to city, municipal or regional district offices or public boards shall be granted leave of absence with full salary deduction for each day of absence.
- 28.4. Teachers serving on a board of community service, philanthropic and/or charitable organizations may be granted short term leave with pay or with cost of Teacher Teaching on Call (TTOC) deducted upon email request to Human Resources.
- 28.5. Short term leave granted under Article G.28.4 or combined with other short term leave shall not exceed twenty (20) short term leave days per school year.
- 28.6. No limitations shall be placed on the number of leaves granted for elective office and community service. However requests for extended leave for community service for a continuous period in excess of twenty (20) days shall be considered in the order in which they are received by the District. Requests, in most cases and wherever possible, must be emailed to Human Resources no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of January or second semester.
- 28.7. A teacher granted a leave must email Human Resources no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of January or second semester.
- 28.8. All requests for additional extended leave under Article G.28 for an ensuing school year shall be made emailed to Human Resources on or before March 31.
- 28.9. Extended leave granted for community service, philanthropic and/or charitable organizations under Article G.28 or combined with other extended leave shall not exceed a total period of twenty (20) school months.
- 28.10. In emergency situations the maximum length of the leave pursuant to Articles G.28.5 and G.28.9 may be waived upon email request to Human Resources.
- 28.11. A teacher elected to political office shall be granted leave of absence without pay.
- 28.12. Reassignment:
 - a. A teacher returning from leave of less than one (1) school year shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of one (1) school year or more shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.29 LEAVE FOR DETACHED DUTY

- 29.1. It is the responsibility of the teacher to report or request an absence under Article G.29 in accordance with the following procedures:

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- a. Short term leave for Detached Duty:
 - submit the electronic leave request for approval
 - b. Extended leave for Detached Duty:
 - submit an email request to Human Resources
- 29.2. The District may grant short term or extended leave to teachers with pay for services requested by the Ministry of Education, Faculties of Education, other school districts and other organizations provided that all costs to the Board are borne by the requesting organization.
- 29.3. Short term leave granted under Article G.29 or combined with other short term leave shall not exceed twenty (20) short term leave days per school year.
- 29.4. Requests for extended detached duty leave shall not be considered from teachers who have not completed three years of service in Richmond School District.
- 29.5. Teachers who have been granted extended detached duty leave pursuant to Article G.29, shall not be granted further leave of absence of such a kind until an additional three (3) years of service has been completed.
- 29.6. Requests for extended detached duty leave for a continuous period in excess of twenty (20) days shall be considered in the order in which they are received by the District. Requests, in most cases, must be made no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of January or second semester.
- 29.7. A teacher granted a leave of absence must inform Human Resources by email no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of January or second semester.
- 29.8. All requests for additional extended leave under Article G.29 for an ensuing school year shall be emailed to Human Resources on or before March 31.
- 29.9. Extended leave granted under Article G.29 or combined with other extended leave shall not exceed a total period of thirty (30) school months.
- 29.10. In emergency situations the maximum length of the leave pursuant to Articles G.29.3 and G.29.9 may be waived upon email request to Human Resources.
- 29.11. Reassignment:
- a. A teacher returning from leave of less than one (1) school year shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of one (1) school year or more shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

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ARTICLE G.30 RELIGIOUS LEAVE

- 30.1. It is the responsibility of the teacher to report or request an absence under Article G.30 in accordance with the following procedures:
- submit the electronic leave notification
 - notify Principal
- 30.2. The District shall grant a teacher short term leave with cost of Teacher Teaching on Call (TTOC) deducted to a maximum of five (5) days for religious observance.

[Note: See Addendum A – Memorandum of Agreement - Religious Leave.]

ARTICLE G.31 EDUCATIONAL LEAVE

- 31.1. It is the responsibility of the teacher to report or request an absence under Article G.31 in accordance with the following procedures:
- a. Short term Educational Leave for up to five (5) days:
 - submit the electronic leave notification
 - notify Principal
 - b. Short term Educational Leave in excess of five (5) days:
 - submit the electronic leave request for approval
 - c. Extended Educational Leave:
 - submit an email request to Human Resources
- 31.2. The District shall grant short term educational leave to a teacher to a maximum of five (5) days with cost of Teacher Teaching on Call (TTOC) deducted for attendance at University, College or Institute of Technology courses. Additional short term leave without pay may be granted by the District upon request to Human Resources.
- 31.3. Short term leave granted under Article G.31 or combined with other short term leave shall not exceed twenty (20) short term leave days per school year.
- 31.4. Requests for extended educational leave for a continuous period in excess of twenty (20) days shall be considered in the order in which they are received by Human Resources. Requests, in most cases, must be made no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of January or second semester.
- 31.5. A teacher granted a leave in excess of twenty (20) days must inform Human Resources by email no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of January or second semester.
- 31.6. All additional requests for leave of absence under Article G.31 for an ensuing school year shall be emailed to Human Resources on or before March 31.

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- 31.7. Extended leave granted under Article G.31 or combined with other extended leave shall not exceed a total period of thirty (30) school months.
- 31.8. In emergency situations the maximum length of the leave pursuant to Articles G.31.3 and G.31.7 may be waived upon email request to Human Resources.
- 31.9. Reassignment:
- a. A teacher returning from leave of one (1) school year or less shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of more than one (1) school year shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.32 LEAVE FOR CITIZENSHIP

- 32.1. It is the responsibility of the teacher to report or request an absence under Article G.32 in accordance with the following procedures:
- submit the electronic leave notification
 - notify Principal
- 32.2. The District shall grant short term leave to a maximum of one (1) day with pay for the time necessary to attend official citizenship proceedings.

ARTICLE G.33 LEAVE FOR GRADUATION

- 33.1. It is the responsibility of the teacher to report or request an absence under Article G.33 in accordance with the following procedures:
- submit the electronic leave notification
 - notify Principal
- 33.2. The District shall grant short term leave to a maximum of one (1) day with pay for the time necessary to attend one's own convocation or to attend the convocation of an immediate family member.

ARTICLE G.34 LEAVE FOR EXCHANGE AND DEPARTMENT OF NATIONAL DEFENSE

- 34.1. It is the responsibility of the teacher to report or request an absence under Article G.34 in accordance with the following procedures:
- submit an email request to Human Resources
- 34.2. Extended leave may be granted to teachers for the purpose of Exchange and Department of National Defence teaching duties.
- 34.3. Requests for extended leave pursuant to Article G.34 shall not be considered from teachers who have not completed three years of service in Richmond School District.

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- 34.4. Teachers who have been granted extended leave pursuant to Article G.34, shall not be granted further leave of absence of such a kind until an additional three (3) years of service has been completed.
- 34.5. Requests for extended leave pursuant to Article G.34 shall be considered in the order in which they are received by Human Resources. Requests, in most cases, must be made no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of the January or second semester.
- 34.6. A teacher granted a leave of absence must inform Human Resources by email no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of the January or second semester.
- 34.7. All additional requests for extended leave pursuant to Article G.34 for an ensuing school year shall be emailed to Human Resources on or before March 31.
- 34.8. Extended leave granted pursuant to Article G.34 or combined with other extended leave shall not exceed a total period of thirty (30) school months.
- 34.9. In emergency situations the maximum length of the leave pursuant to Article G.34.8 may be waived upon email request to Human Resources.
- 34.10. Return from Extended Leave (Department of National Defence)
- a. A teacher returning from leave of less than one (1) school year shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of one (1) school year or more shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).
- 34.11. Return from Extended Leave (Exchange)
- A teacher returning from extended leave (Exchange) shall return to their position.

ARTICLE G.35 LEAVE FOR UNIVERSITY EXAMINATIONS

- 35.1. It is the responsibility of the teacher to report or request an absence under Article G.35 in accordance with the following procedures:
- a. Leave for University Examinations up to one (1) day:
 - submit the electronic leave notification
 - notify Principal
 - b. Leave for University Examinations in excess of one (1) day:
 - submit the electronic leave request for approval

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- 35.2. The District shall grant short term leave of absence with pay of one (1) day to enable teachers to take university examinations for courses related to teaching.
- 35.3. Additional short term leave may be granted with cost of Teacher Teaching on Call (TTOC) deducted.

ARTICLE G.36 LEAVE FOR AMATEUR COMPETITION

- 36.1. It is the responsibility of the teacher to report or request an absence under Article G.36 in accordance with the following procedures:
- a. Amateur Competition leave for up to five (5) days:
 - submit the electronic leave request for approval
 - b. Amateur Competition leave in excess of five (5) days:
 - submit the electronic leave request for approval
 - c. Extended leave for Amateur Competition:
 - submit an email request to Human Resources
- 36.2. Short term leave may be granted with cost of Teacher Teaching on Call (TTOC) deducted for preparation and participation in a Provincial, National or International competition to a maximum of five (5) days.
- 36.3. Short term leave in excess of five (5) days may be granted with the cost of TTOC deducted upon request to Human Resources.
- 36.4. Short term leave granted under Article G.36 or combined with other short term leave shall not exceed twenty (20) leave days per school year.
- 36.5. Extended Leave in excess of twenty (20) days may be granted without pay upon request to Human Resources.
- 36.6. Requests for extended leave for amateur competition for a continuous period in excess of twenty (20) days must be made no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of the January or second semester.
- 36.7. A teacher granted an extended leave of absence must inform Human Resources by email no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of the January or second semester.
- 36.8. All requests for additional extended leave under Article G.36 for an ensuing school year shall be emailed to Human Resources on or before March 31.
- 36.9. Extended leave granted under Article G.36 or combined with other extended leave shall not exceed a total period of twenty (20) school months.

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36.10. In emergency situations the maximum length of the leave pursuant to Articles G.36.4 and G.36.9 may be waived upon email request to Human Resources.

36.11. Reassignment:

- a. A teacher returning from leave of less than one (1) school year shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from leave of one (1) school year or more shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.37 UNFORESEEN EMERGENCY LEAVE

37.1. It is the responsibility of the teacher to report or request an absence under this Article in accordance with the following procedures:

- a. Unforeseen Emergency leave up to three (3) days:
 - submit the electronic leave notification
 - notify Principal
- b. Unforeseen Emergency leave in excess of three (3) days:
 - submit the electronic leave request for approval

37.2. The District may grant short term leave of absence with cost of Teacher Teaching on Call (TTOC) deducted for up to three (3) days for absence caused by unforeseen emergency situations beyond the teacher's control.

37.3. Additional leave may be granted without pay upon email request to Human Resources.

[Note: See also local Addendum A – Procedural Matter - Leave for Snow Days.]

ARTICLE G.38 LEAVE FOR TRAVEL

38.1. It is the responsibility of the teacher to report or request an absence under Article G.38 in accordance with the following procedure:

- submit an email request to Human Resources

38.2. The District may grant extended leave of absence without pay to teachers for the purpose of travel.

38.3. Requests for extended leave pursuant to Article G.38 shall not be considered from teachers who have not completed three (3) years of service in Richmond School District.

38.4. Teachers granted extended leave pursuant to Article G.38, shall not be granted further leave of absence of such a kind until an additional three (3) years of service has been completed.

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- 38.5. Requests for extended travel leave shall be considered in the order in which they are received by Human Resources. Requests, in most cases, must be made no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of January or second semester.
- 38.6. A teacher granted a leave of absence under Article G.38 must inform Human Resources by email no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of the January or second semester.
- 38.7. All requests for additional extended leave pursuant to Article G.38 for an ensuing school year shall be emailed to Human Resources on or before March 31.
- 38.8. Extended leave granted under Article G.38 or combined with other extended leave shall not exceed a total period of twenty (20) school months.
- 38.9. In emergency situations the maximum length of the leave pursuant to Article G.38.8 may be waived upon email request to Human Resources.
- 38.10. Reassignment:
- a. A teacher returning from leave of one (1) school year or less shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of more than one (1) school year shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.39 LEAVE FOR CONFERENCE PARTICIPATION

- 39.1. It is the responsibility of the teacher to report or request an absence under Article G.39 in accordance with the following procedures:
- submit the electronic leave request for approval
- 39.2. The District may grant short term leave to teachers for attendance at educational conferences where the teacher is a speaker or participant in an official capacity provided that all costs are borne by the teacher and/or by the requesting organization.
- 39.3. Short term leave granted under Article G.39 or combined with other short term leave shall not exceed twenty (20) leave days within school year.
- 39.4. In emergency situations the maximum length of the leave pursuant to Article G.39.3 may be waived upon email request to Human Resources.

ARTICLE G.40 MISCELLANEOUS LEAVE

- 40.1. It is the responsibility of the teacher to report or request an absence under Article G.40 in accordance with the following procedures:

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- a. Short term Miscellaneous leave:
 - submit the electronic leave request for approval
 - b. Extended Miscellaneous leave:
 - submit an email request to Human Resources
- 40.2. The District may grant teachers short term leave for up to twenty (20) days for reasons not provided for in other Articles. Leave under this Article shall be without pay.
- 40.3. Short term leave granted under Article G.40 or combined with other short term leave shall not exceed twenty (20) leave days per school year.
- 40.4. Requests for extended leave pursuant to Article G.40 for a continuous period in excess of twenty (20) days shall be considered in the order in which they are received by Human Resources. Requests, in most cases, must be made no later than March 31 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of January or second semester.
- 40.5. A teacher granted a leave of absence under Article G.40 must inform Human Resources no later than March 31 of their intent to return to the teaching staff at the beginning of the next school year or by October 1 of their intent to return to the teaching staff at the beginning of January or second semester.
- 40.6. Requests for extended leave under Article G.40 shall not be considered from teachers who have not completed four (4) years of service in Richmond School District.
- 40.7. Extended leave for a continuous period granted under Article G.40 or combined with other extended leave shall not exceed a total period of ten (10) school months.
- 40.8. In special circumstances the maximum provided for in Articles G.40.3 and G.40.7 may be waived upon email request to Human Resources.
- 40.9. Reassignment:
- a. A teacher returning from leave of one (1) school year or less shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of more than one (1) school year shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.41 SELF-FUNDED LEAVE PLAN

- 41.1. It is the responsibility of the teacher to report or request an absence under Article G.41 in accordance with the following procedures:
 - submit an email request to Human Resources
- 41.2. The District shall administer a Self-Funded Leave Plan for continuing contract teachers.

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- 41.3. 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 District. The committee shall select a Chairperson from amongst its members.
- 41.4. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible financial institution for the deferred compensation amounts.
- 41.5. During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits in accordance with the Self-Funded Leave Plan agreement.
- 41.6. Reassignment:
- a. A teacher returning from leave of less than one (1) school year shall be reassigned to the same position held prior to the leave.
 - b. A teacher returning from leave of one (1) school year or more shall be reassigned pursuant to Article E.23 (Posting and Filling Vacant Positions).

ARTICLE G.42 EARLY RETIREMENT INCENTIVE PLAN (ERIP)

- 42.1. The Board shall pay an allowance to teachers who have a minimum of ten (10) years service with the Richmond School Board who will be retiring from teaching. The maximum available is \$120,600 in any one year.
- 42.2. The allowance shall be paid in one installment and will be calculated as a percentage of the teacher's annual salary exclusive of allowances, in the following amounts:

<u>age</u>	<u>% of teacher's annual salary</u>
55 - 56	22%
57 - 58	20%
59 - 60	18%
61 - 62	16%
63 - 64	14%

- 42.3. To be considered for ERIP Incentive, please be advised that email applications signify a commitment on the part of the teacher to retirement at the latest by the end of the school year in which they retire, if the ERIP Incentive is approved. If the application is not approved the applicant will be deemed to have withdrawn their application for retirement.
- a. Application for the noted school year shall be accepted until 4:00 pm on the second Friday of November of that year. All applications received on or before that date and time shall be considered date stamped only and shall be deemed to have been submitted at the same time. If sufficient funding is available all applicants shall be granted the ERIP Incentive.

Section G: Leaves of Absence

- b. In the event that funding remains available after the above applicants have been granted the ERIP Incentive, future applications will be date and time stamped and applicants shall be granted the ERIP Incentive on a first come, first granted basis for the remainder of the school year.
- c. However, if there is insufficient funding to grant all applications received by the deadline as per Article G.42.3.a, the following criteria shall be used:
 - i. FIRST PRIORITY: Applicants age 55 on and before June 30 of that school year.
 - ii. SECOND PRIORITY: Applicants age 56 on or before June 30 of that school year
 - iii. THIRD PRIORITY: Applicants age 57, then 58 and continuing to age 64 on or before June 30 of that school year.

In the event the number of applications in any priority grouping exceeds the funds available, tie breakers used shall be:

- i. Total Seniority in the District
- ii. Continuous seniority
- iii. Date of Offer for employment in the District

SCHEDULE A SALARY GRIDS

School District No. 38 Richmond

JULY 1, 2022 TEACHERS' SALARY GRID

Step	Cat 4	Cat 5	Cat 5+	Cat 6	Cat 6+
0					
1	\$ 54,306	\$ 59,183	\$ 63,718	\$ 64,966	\$ 66,072
2	\$ 56,792	\$ 62,285	\$ 67,083	\$ 68,348	\$ 69,438
3	\$ 59,278	\$ 65,386	\$ 70,451	\$ 71,732	\$ 72,804
4	\$ 61,763	\$ 68,487	\$ 73,818	\$ 75,115	\$ 76,170
5	\$ 64,249	\$ 71,590	\$ 77,184	\$ 78,498	\$ 79,537
6	\$ 66,736	\$ 74,691	\$ 80,552	\$ 81,881	\$ 82,903
7	\$ 69,221	\$ 77,791	\$ 83,918	\$ 85,264	\$ 86,270
8	\$ 71,706	\$ 80,894	\$ 87,285	\$ 88,647	\$ 89,636
9	\$ 74,191	\$ 83,996	\$ 90,652	\$ 92,030	\$ 93,004
10	\$ 79,736	\$ 90,571	\$ 97,298	\$ 99,222	\$ 98,263
11	-	-	-	-	\$ 100,709

JULY 1, 2023 TEACHERS' SALARY GRID

Step	Cat 4	Cat 5	Cat 5+	Cat 6	Cat 6+
0					
1	\$ 57,972	\$ 63,178	\$ 68,019	\$ 69,351	\$ 70,531
2	\$ 60,626	\$ 66,489	\$ 71,611	\$ 72,961	\$ 74,125
3	\$ 63,280	\$ 69,800	\$ 75,206	\$ 76,574	\$ 77,718
4	\$ 65,932	\$ 73,110	\$ 78,800	\$ 80,186	\$ 81,312
5	\$ 68,586	\$ 76,422	\$ 82,394	\$ 83,796	\$ 84,906
6	\$ 71,241	\$ 79,733	\$ 85,989	\$ 87,408	\$ 88,499
7	\$ 73,894	\$ 83,042	\$ 89,582	\$ 91,019	\$ 92,094
8	\$ 76,547	\$ 86,354	\$ 93,177	\$ 94,631	\$ 95,686
9	\$ 79,199	\$ 89,666	\$ 96,771	\$ 98,242	\$ 99,282
10	\$ 85,358	\$ 96,957	\$ 104,157	\$ 106,217	\$ 104,896
11					\$ 107,809

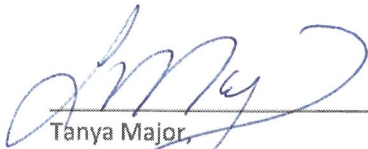
Teachers' Salary Grid

JULY 1, 2024 TEACHERS' SALARY GRID

Step	Cat 4	Cat 5	Cat 5+	Cat 6	Cat 6+
0					
1	\$ 59,711	\$ 65,074	\$ 70,059	\$ 71,432	\$ 72,647
2	\$ 62,445	\$ 68,484	\$ 73,760	\$ 75,150	\$ 76,349
3	\$ 65,178	\$ 71,894	\$ 77,463	\$ 78,871	\$ 80,050
4	\$ 67,910	\$ 75,304	\$ 81,164	\$ 82,591	\$ 83,751
5	\$ 70,644	\$ 78,715	\$ 84,866	\$ 86,310	\$ 87,453
6	\$ 73,378	\$ 82,125	\$ 88,569	\$ 90,030	\$ 91,154
7	\$ 76,111	\$ 85,534	\$ 92,270	\$ 93,750	\$ 94,857
8	\$ 78,843	\$ 88,945	\$ 95,972	\$ 97,470	\$ 98,557
9	\$ 81,575	\$ 92,356	\$ 99,674	\$ 101,190	\$ 102,260
10	\$ 88,012	\$ 99,972	\$ 107,396	\$ 109,520	\$ 108,042
11					\$ 111,161

SIGNATURES

Signed at Richmond, British Columbia, this 16 day of December, 2024



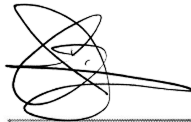
Tanya Major,
Executive Director, Human Resources
School District No. 38 (Richmond)



Liz Baverstock,
President
Richmond Teachers' Association



Alison Jones,
Director
Labour Relations (Collective Bargaining)
British Columbia Public School
Employers' Association



Clint Johnston,
President
British Columbia Teachers' Federation

APPENDIX A DUTIES OF TEACHERS

SCHOOL REGULATION BC 265/89
BC Ministry of Education
Governance and Legislation Branch
February 16, 2009

Duties of teachers

4 (1) The duties of a teacher include the following:

- (a) providing teaching and other educational services, including advice and instructional assistance, to the students assigned to the teacher, as required or assigned by the board or the minister;
- (b) providing such assistance as the board or principal considers necessary for the supervision of students on school premises and at school functions, whenever and wherever held;
- (c) ensuring that students understand and comply with the codes of conduct governing their behaviour and with the rules and policies governing the operation of the school;
- (d) assisting to provide programs to promote students' intellectual development, human and social development and career development;
- (e) maintaining the records required by the minister, the board and the school principal;
- (f) encouraging the regular attendance of students assigned to the teacher;
- (g) evaluating educational programs for students as required by the minister or the board;
 - (g.1) evaluating each student's intellectual development, human and social development and career development, including, as required by the minister, administering and grading Required Graduation Program Examinations;
 - (g.2) ensuring the security of Provincial examinations, including retaining completed Provincial examinations for any period of time set by the minister;
- (h) providing the information in respect to students assigned to the teacher as required by the minister, board or, subject to the approval of the board, by a parent;
 - (h.1) advising the school principal regarding the organization of classes in the school and the placement of students with special needs in those classes;
- (i) when required to do so by the minister, verifying the accuracy of the information provided to the minister under paragraph (h);
- (j) regularly providing the parents or guardians of a student with reports in respect of the student's school progress;

Appendix A: Duties of Teachers

(k) attending all meetings or conferences called by the principal or superintendent of schools for the district to discuss matters the principal or superintendent of schools considers necessary unless excused from attending the meeting or conference by the principal or superintendent of schools;

(l) admitting to his or her classroom, to observe tuition and practise teaching, student teachers enrolled in a university established under the *University Act* or in an institution for training teachers established under any other Act, and rendering the assistance to the student teachers, and submitting the reports on their teaching ability or on other matters relating to them or to their work, considered necessary for the training of teachers by the university or institution.

(2) Reports referred to in subsection (1) (j) shall be made at least 5 times during the school year as follows:

(a) 3 written reports, one of which shall be at the end of the school year

(i) on a form approved by the minister, or

(ii) on a form approved by the board containing information and, when required, using reporting symbols ordered or approved by the minister;

(b) at least 2 informal reports.

[am. B.C. Reg. 485/2004, s. 2.]

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
 - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
 - b. Those matters contained within Appendix 2 shall be designated as local matters.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA
4. Timing and conclusion of local matters negotiations:
 - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.
 - b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.
 - c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
 - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
 - b. Agreements on provincial matters shall be ratified by the provincial parties.
6. Effective date of local matters items:
 - a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8th day of March, 2013

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

1. Common provincial provisions
2. Common provincial terminology
3. Cover Page of Agreement
4. Interpretation of Teacher Contracts and School Act

Section A – The Collective Bargaining Relationship

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
10. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/interfaces
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

Section B – Salary and Economic Benefits

1. Determination of Salary
 1. *Placement on Scale*
 2. *Salary Review*
 3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
 4. *Classification of Salary for Letters of Permission*
 5. *New Positions, Reclassification*
 6. *Experience Recognition*
2. Salary Scale
 1. *Category Addition*
 2. *Category Elimination*
3. Payment of Salary
 1. *Increment Dates*
 2. *Withholding*
 3. *Error in Salary – Adjustments*
 4. *Part Month Payments and Deductions including Schedule*
 5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
 1. *Full time and continuing teachers*
 2. *Part Time and temporary or term teachers*
 3. *Teachers Teaching on Call*
 4. *Summer School and Night School Payment*
 5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
 1. *Counsellors Working Outside School Calendar*
 2. *Night School Payments*
 3. *Summer School Payments*
 4. *Salary – Payment for Additional Days*
 5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees

Letters of Understanding

15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

Section C – Employment Rights

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

Section D – Working Conditions

1. Teacher Workload
 1. *Class Size*
 2. *Class Composition*
2. Inclusion
 1. *Urgent Intervention Program or similar*
 2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees

Letters of Understanding

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves

Letters of Understanding

21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

January 22, 2021 - Provincial Matters

Revised with housekeeping 28th day of October, 2022

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*
 8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination

Letters of Understanding

7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum B)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans
4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

Revised with housekeeping 28th day of October, 2022

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

Signed this 25th day of October 1995

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

Concerning Selection of Administrative Officers

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

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

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

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

Signed this 11th day of December 1996.

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

Professional Development

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

Teacher Assistants:

Teacher Assistants language shall, for all purposes, remain as a local matter pursuant to the Letter of Understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of teacher assistants as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

Professional Development:

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

Signed this 23rd day of April 1997.

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

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

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

Signed this 7th day of October 1997.

LETTER OF UNDERSTANDING NO. 2

Between:

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

And:

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

Re: Agreed Understanding of the Term Teacher Teaching on Call

For the purposes of this Collective Agreement, the term Teacher Teaching on Call (TTOC) has the same meaning as Teacher on Call/Employee on Call (TOC/EOC) as found in the 2006-2011 Collective Agreement/Working Documents and is not intended to create any enhanced benefits.

The parties will set up a housekeeping committee to identify the terms in the Collective Agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25th day of June, 2012

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 3.A

Between

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

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

Re: Section 4 of Bill 27 Education Services Collective Agreement Act

Transitional Issues—Amalgamated School Districts—SD.5 (Southeast Kootenay), SD.6 (Rocky Mountain), SD.8 (Kootenay Lake), SD.53 (Okanagan-Similkameen), SD.58 (Nicola-Similkameen), SD.79 (Cowichan Valley), SD.82 (Coast Mountains), SD.83 (North Okanagan-Shuswap), SD.91 (Nechako Lakes).

Not applicable in SD 38 (Richmond).

LETTER OF UNDERSTANDING NO. 3.B

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not applicable in SD 38 (Richmond).

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

The parties recognize that Indigenous Peoples are underrepresented in the public education system. The parties are committed to redressing the under-representation of Indigenous Peoples in the workforce and therefore further agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Indigenous employees.
2. They will encourage and assist boards of education and local teachers' unions to include a request to grant:
 - a. priority hiring rights to Indigenous applicants; and
 - b. priority in the post and fill process and layoff protections for Indigenous employeesin applications to the Office of the Human Rights Commissioner.
3. The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.
5. The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

Not applicable in SD 38 (Richmond).

LETTER OF UNDERSTANDING NO. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article C.2. – Porting of Seniority – Separate Seniority Lists

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.

Letters of Understanding

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

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26th day of March, 2020

LETTER OF UNDERSTANDING NO. 7

**BETWEEN
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days* from the initial date of hire) and the seniority verification process (within 90 days* of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

[* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.]

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Letters of Understanding

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for their full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26th day of March, 2020

Revised with housekeeping 28th day of October, 2022

* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.

LETTER OF UNDERSTANDING NO. 8

**BETWEEN
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Letters of Understanding

Example 1

A Teacher has 3 years of seniority in district "A" has been laid off with recall rights. While still holding recall rights in district "A", the teacher secures a continuing appointment in district "B". Once ported, this teacher would have 3 years seniority in district "B", 3 years of seniority in district "A" for recall purposes only and 0 years of seniority in district "A" for any other purposes. This teacher after working 1 year in district "B" accepts recall to a continuing appointment in district "A". Only 3 years of seniority would be ported back to district "A" and for record keeping purposes, the teacher's seniority record in district "B" would be reduced from 4 years down to 1 year.

Example 2

A Teacher has 3 years of seniority in district "A" has been laid off with recall rights. While still holding recall rights in district "A", the teacher secures a continuing appointment in district "B". Once ported, this teacher would have 3 years seniority in district "B", 3 years of seniority in district "A" for recall purposes only and 0 years of seniority in district "A" for any other purposes. After working 2 years in school district "B" this teacher's recall rights in school district "A" are lost. No further seniority can be ported from district "A" to district "B" and for record keeping purposes, the teacher's seniority record in district "A" would be zero for all purposes.

Original signed March 26, 2020

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of September 1, 2022, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VEAES]¹ / SD No. 39 (Vancouver)

¹ The references to VSTA and VEAES represent internal union organization. The reference to the Vancouver Teachers' Federation is for Collective Agreement matters.

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- b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
8. The local unions representing all members in the school districts in paragraphs 7.a and 7.b may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the Collective Agreement.

Signed this 26th day of November, 2012

Revised with housekeeping 28th day of October, 2022

Appendix A to Letter of Understanding No. 9

Benefit Provision	Provincial Extended Health Benefit Plan
Reimbursement	80% until \$1,000 paid per person, then 100%
Annual Deductible	\$50 per policy
Lifetime Maximum	Unlimited
Coverage Termination	June 30 th following an employee attaining age 75, or upon earlier retirement.
Prescription Drugs	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
Medical Services and Supplies	
Medi-Assist	Included
Out-of-province emergency medical	Covered
Ambulance	Covered
Hospital	Private/Semi-Private
Private Duty Nursing (including In-home)	\$20,000 per year
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered Note: Coverage includes Dexcom Continuous Glucose Monitor

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year; effective January 1, 2023: \$1,000
Massage therapist	\$900 per year; effective January 1, 2023: \$1,000
Physiotherapist	\$900 per year; effective January 1, 2023: \$1,000
Counselling Services	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
Podiatrist/Chiropodist	\$800 per year

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

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools

Not applicable in SD 38 (Richmond).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a Teacher Teaching on Call (TTOC) or in the past has been a TTOC.

Teachers described above accrue experience for the purpose of increment advances under two (2) separate Collective Agreement provisions (silos), i.e., within a district, the employee triggers increments under Article C.4 for TTOC experience accrued and may also trigger increments under the applicable previous local agreement increment language for temporary/continuing experience accrued.

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 (new provision effective September 19, 2014) towards that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees, the parties agree to the following:

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experience earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.

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7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date signed below.

Example:

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

Signed this 22nd day of April, 2015

Revised with housekeeping 28th day of October, 2022

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM B

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule “A” of All Restored Collective Agreement Provisions

2. The Parties have developed a Schedule of BCPSEA-BCTF Collective Agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* (“the restored Collective Agreement provisions”) that will be implemented pursuant to this Letter of Understanding. This Schedule is attached to this Letter of Understanding as Schedule “A”.

Agreement to be Implemented

3. School staffing will be subject to the terms and this Letter of Understanding, comply with the restored Collective Agreement provisions that are set out in Schedule “A”.

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:
 - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
 - B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
 - C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).

- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
 - B. Grade 1 classes shall not exceed 22 students;
 - C. Grade 2 classes shall not exceed 22 students;
 - D. Grade 3 classes shall not exceed 22 students.
- 7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

11. The BCPSEA-BCTF Collective Agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student's individual needs and abilities.
12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the Collective Agreement provisions regarding class size and composition. Best efforts shall include:
- A. Re-examining existing school boundaries;
 - B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
 - C. Utilizing temporary classrooms;
 - D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
 - five students in grades K-3;
 - four students for secondary shop or lab classes where the local class size limits are below 30, and;
 - six students in all other grades.

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

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

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

S2 = the number of students by which the class exceeds the class composition limits of the Collective Agreement during the month for which the calculation is made;

Note: If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies may be triggered at any point during the school year if there is a change in S1 or S2.

- C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:
- i) Additional preparation time for the affected teacher;
 - ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
 - iii) Additional enrolling staffing to co-teach with the affected teacher;
 - iv) Other remedies that the local parties agree would be appropriate.

In the event that it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive.

Dated this 26th day of March 2020.

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation

The provincial parties commit to building respectful, productive, and meaningful relationships with Indigenous groups.

The parties agree to establish a committee within two (2) months of the conclusion of 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by the BCTF and up to three (3) representatives appointed by BCPSEA, unless mutually agreed otherwise.

Representatives from the First Nations Education Steering Committee (FNESC), and other organizations as agreed to by the parties, will be invited to participate. The scope of participation and scheduling of these representatives will be by mutual agreement of the parties.

The committee will:

1. Discuss ways that the parties can support:
 - a. *Declaration on the Rights of Indigenous Peoples Act* and specifically, the education commitments of the Declaration Act Action Plan;
 - b. Truth and Reconciliation Commission of Canada: Calls to Action
2. Review the Collective Agreement to identify ways to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend to the provincial parties potential changes to the Collective Agreement.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local Collective Agreements.

Signed this 26th day of March, 2020

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Structural Review Committees

1. Tri-partite sub-committee to review the split-of-issues

Further to Mediator Schaub's recommendation in his June 7, 2021 Section 53 Report, the parties agree to establish a sub-committee to review the split-of-issues between Provincial Matters and Local Matters.

The sub-committee will consist of equal representation from Provincial Government, BCPSEA, and BCTF. There will be no more than three (3) representatives from each party.

The sub-committee will commence within three (3) months of the conclusion of the 2022 provincial bargaining process.

The committee will provide their agreed to recommendations to the appropriate Ministers of the Provincial Government and their respective parties within two (2) months of their first meeting, or another period mutually agreed to.

2. Review of local bargaining trial procedure

The parties agree to review the 2022 Local Bargaining Procedure within six (6) months of the completion of the 2022 round of provincial collective bargaining, or another period as mutually agreed to by the provincial parties.

The parties may make determinations about an extension of the Procedure without prejudice to either party's ability to raise Letter of Understanding No. 1 *Re: Designation of Provincial and Local Matters* in provincial collective bargaining.

A committee of not more than three (3) BCPSEA and three (3) BCTF representatives will complete the review. The committee will conclude its work within two (2) months of the first meeting date, or another period as mutually agreed.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Benefits Improvements

1. The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
 - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
 - b. in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), rename the grouping of "Psychologist" coverage to "Counselling Services";
 - c. include coverage for the Dexcom Continuous Glucose Monitor;
 - d. increase Chiropractic coverage to \$1000;
 - e. increase Massage Therapist coverage to \$1000;
 - f. increase Physiotherapist coverage to \$1000; and
 - g. increase Acupuncturist coverage to \$1000.
2. The parties further agree to enter into discussion around the allocation of:
 - a. Effective July 1, 2023 \$1,500,000 of ongoing money
 - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.

3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Employment Equity – Groups That Face Disadvantage

The parties support building a public education system workforce which reflects community diversity.

The parties recognize that Boards of Education may identify within their workforce the need to support groups who face disadvantage as recognized by the Office of the Human Rights Commissioner (e.g. racialized people, people with disabilities/disabled people, LGBTQ2S+ people, etc.).

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
 - a. priority hiring rights to applicants from groups who face disadvantage; and
 - b. priority in the post and fill process for employees from groups who face disadvantage.
5. In conjunction with LOU No. 4, the provincial parties will jointly:
 - a. develop communications and training which will support the application for and implementation of special programs in districts; and
 - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

Signed this 28th day of October, 2022

ADDENDUM A

The following documents are either Memorandum of Agreements, Statement of Intent or other letters of agreement on various procedural matters which remain in effect until the parties, specifically, the Richmond Teachers' Association (RTA) and the Richmond School District (RSD) agree otherwise:

- Memorandum of Agreement - External Therapists and Consultants
- Memorandum of Agreement - Religious Leave
- Memorandum of Agreement - Child Care Workers
- Memorandum of Agreement - CBI Consultants
- Statement of Intent - Duration of School Day / Weekly Instructional Assignment / Preparation Time
- Procedural Matter - Non-Sexist Environment
- Procedural Matter - Qualifications
- Procedural Matter - Secondary Transition Plans
- Procedural Matter - Leave for Snow Days
- Unforeseen Emergency
- Procedural Matter - Distributed Learning (DL) Courses
- Procedural Matter - Limited Availability TTOC List
- Procedural Matter - Use of Mentoring Funds
- Procedural Matter - Priority Status

MEMORANDUM OF AGREEMENT - EXTERNAL THERAPISTS AND CONSULTANTS

Memorandum of Agreement

Between Richmond School District #38 (Richmond)

And

The Richmond Teachers' Association

Re: External Therapists and Consultants

The intention of this Memorandum of Agreement is to clarify the role of teachers in relationship to the role of external therapists and consultants. In general terms, it is agreed that the role of external therapists and consultants is to be complementary and supplementary to the role of teachers identified within the bargaining unit of the Richmond Teachers' Association.

In addition, the following are specifically agreed:

1. The term "teacher" shall refer to all members of the bargaining unit of the Richmond Teachers' Association.
2. Administrative Officers shall not request or authorize external therapists or consultants to assume independently any instructional processes or activities of the kind and nature regularly performed by a teacher in the District as a part of their regular duties and responsibilities.
3. "While it is recognized that the Board has the responsibility to exercise instructional leadership through its Administrative Officers in order to promote effective educational practice, teachers shall, within the bounds of the prescribed and locally developed curriculum, and consistent with effective educational practice, have individual autonomy in determining the methods of instruction, evaluation and the planning and presentation of course materials in the classes of pupils to which they are assigned" (Section F Article 4 of the Collective Agreement). While acknowledging the right of parents to provide suggestions to the teacher regarding the student's IEP, input from external therapists or consultants may be provided at the request of the administrative officer or classroom teacher.
4. Collaboration involves working together in ways which combine the unique perspectives, understandings and skills of two or more people to accomplish a goal which could not be accomplished independently. In school situations this collaboration will involve, but not be limited to, the mechanism of School Based Teams.
5. It is understood that verbal communication among external therapists and consultants, parents and teachers is to be respectful and must take place when both parties have the privacy and time to work effectively and thoughtfully together on behalf of the child.

A Communication Book, if used regularly, is intended to exchange specific information between home and school and does not serve to report extensively on daily activities.

Addendum A

6. The frequency of classroom visits by external therapists and consultants shall be determined by the Administrative Officer and teacher in consultation with the parents, and shall not unduly disrupt the educational program in the classroom.
7. In the event that a teacher believes that their rights have been violated, support may include mediation, facilitation, conflict resolution or representation.
8. A copy of the foregoing will be provided to staff representatives and Administrative Officers.

DATED at Richmond, British Columbia, this _____ day of May 1999

Original signed by:

Chris Kelly
Superintendent of Schools
School District No. 38 (Richmond):

Lynn Owens-Whalen
President
Richmond Teachers' Association:

MEMORANDUM OF AGREEMENT - RELIGIOUS LEAVE

Memorandum of Agreement
Between Richmond School District
and
The Richmond Teachers' Association

Re: RELIGIOUS LEAVE

The purpose of this Memorandum of Agreement is to outline options available to teachers who take leave of absence for the purpose of religious observance. In general terms it is agreed:

"That beginning September 1995, and on an interim basis pending resolution of provincial bargaining, teachers who take leave of absence for religious observance be given an opportunity to choose between the following two options:

- Option A - Cost of Teacher Teaching on Call (TTOC) deducted pursuant to Article G.30 (Religious Leave).
- Option B - Participation in a comparable activity to offset the cost of TTOC incurred.

If Option B is selected the following guiding principles are agreed:

1. that alternative activities to the cost of TTOC deductions be conducted outside instructional hours, *
2. that alternative activities to the cost of TTOC deduction are those that would normally be conducted by members of the Association,
3. that the activities are educational in nature in that they will be related to instruction to students or be in support of education in a broad sense,
4. that the activities allow for flexibility so that individual schools and teachers can tailor the activity to their individual situations,
5. that the selection of an alternative activity and the time to conduct the activity be agreed upon by the teacher and the administrative officer,
6. that all alternative activities be completed prior to September 1, of the next school year,
7. that the administration of this interim process (Option B) be school based, and

Addendum A

8. that the particulars regarding Option B be forwarded to the Richmond Teachers' Association and the Richmond Board of School Trustees in June, 1996.

* It is understood that "outside instructional hours" means any day other than a regularly scheduled instructional day, non-instructional day or statutory holiday.

It is further agreed that:

If the new Provincial Collective Agreement provides for paid Religious Leave with no deduction retroactive to the expiration of the current Collective Agreement, the Board will reimburse teachers for wages lost due to the deduction of either the cost of TTOC or the time spent to offset the cost of TTOC during the 1995/96 school year.

Signed this 29th day of September, 1995.

Original signed by:

For the Board

For the RTA

Chris Kelly
Superintendent of Schools

Lynn Owens-Whalen
President

MEMORANDUM OF AGREEMENT - CHILD CARE WORKERS

Memorandum of Agreement

Between Richmond School District and,

The Richmond Teachers' Association

January 19, 1995

Re: Child Care Workers

The intent of this Memorandum of Understanding is to clarify the role of Teachers and Teacher-Counsellors in relationship to the role of Child Care Workers provided by the Ministry of Social Services through Richmond Youth Services Association. In general terms, it is agreed that the role of Child Care Workers is to be complementary and supplementary to the role of Teachers and Teacher-Counsellors.

In addition, the following are specifically agreed.

1. The term "Counsellor" shall be used in schools only to refer to Teacher-Counsellors employed by the Richmond School District. Child Care Workers shall be referred to in a manner which is not liable to create any confusion between those individuals and Teacher-Counsellors in the minds of teachers, students or parents.
2. In its relationship with Richmond Youth Service Association, the Richmond School Board shall take the position that when a Child Care Worker is working with a student in a school they shall be considered to be under the supervision of the Administrative Officer. The supervision of the Administrative Officer is understood to refer to responsibility for formally authorizing services provided to students by Child Care Workers and providing evaluative commentary on those services to Richmond Youth Services Association but not to relate to responsibilities which are the natural province of Richmond Youth Services Association such as the employing agency. These would include such matters as hiring, termination, hours of work and leaves of absence.
3. Administrative Officers shall not request or authorize Child Care Workers to assume independently any instructional processes or activities of the kind and nature regularly performed by a Teacher or Teacher-Counsellor in the District as a part of their regular duties and responsibilities.
4. As part of the supervision of the work of Child Care Workers, the Administrative Officer responsible shall require that the Teacher and/or Teacher-Counsellor and Child Care Worker providing services to a particular student work together in a collaborative manner which recognizes the best interests of that student. In school situations this collaboration will involve but not be limited to the mechanism of School Based Teams. This collaboration is understood to involve prior consultation with respect to the involvement of any outside agencies except in the case of emergencies which would logically dictate otherwise and the sharing of all relevant information except as may be expressly limited by legal or ethical requirements, the School Act or Board Policy. Notwithstanding the intent to work collaboratively on the basis of a common

Addendum A

commitment to the best interests of the student, it is acknowledged that ultimate responsibility for design, delivery, assessment and reporting of the educational program is assigned to the Administrative Officer and the Teacher and/or Teacher-Counsellor by the School Act.

5. As part of the supervision of the work of Child Care Workers, the Administrative Officer responsible shall require that the Child Care Worker direct any criticism of the performance or the related work of any employee of the Richmond School Board to that employee, and only then, after informing that employee of the intent to do so, may direct in confidence the criticism to appropriate officials who are in a position to offer advice and assistance. Similarly, the Administrative Officer shall ensure that teachers direct any criticism of the performance or the related work of any Child Care Worker to that employee, and only then, after informing that person of the intent to do so, may direct in confidence the criticism to the executive director of Richmond Youth Services Agency.
6. A copy of the foregoing will be provided to all Teacher-Counsellors, Administrative Officers, and Child Care Workers as well as Teachers working with students who are receiving services from a Child Care Worker.
7. The Richmond School Board and the Richmond Teachers' Association will approach Richmond Youth Services Association with the intention of developing a working protocol (or protocols) which will clarify the details of the working relationship between Administrative Officers, Teachers and Teacher-Counsellors, Child Care Workers, and students and their parents in the various District programs and services which involve Child Care Workers.

Original signed by:

Chris Kelly
Superintendent of Schools

Lynn Owens-Whalen
President, Richmond Teachers' Association

MEMORANDUM OF AGREEMENT - CBI CONSULTANTS

MEMORANDUM OF AGREEMENT

Between Richmond School District and

The Richmond Teachers' Association

April 18, 1996

RE: CBI Consultants

The intent of this Memorandum of Agreement is to clarify the role of CBI Consultants in relationship to the role of Coordinators and Teacher Consultants within the Learning Services Department. In general terms it is agreed that the role of CBI Consultants is to be complementary and supplementary to the role of Coordinators and Teacher-Consultants.

In addition, agreement has been reached regarding the following specific points:

- CBI Consultants act on requests made of them by the Coordinators and Teacher-Consultants and do not replace the services typically provided by them to teachers.
- The major role of CBI Consultants is to provide professional development and/or staff development to members of the Learning Services Department, teachers, administrators and/or classroom assistants when their services are requested.
- The work of CBI Consultants in schools is of a staff development nature and directly involves a member of the Learning Services Department in activities such as: collaborative planning, co-presenting and participating in School Based professional development projects.
- Schools or individual teachers shall not access the services of CBI Consultants directly, but may do so through the submission to the District Principal, Learning Services of a project proposal collaboratively developed by the school and a member of the Learning Services Department.
- The Administrative Officers in the Learning Services Department shall not request or authorize CBI Consultants to independently assume any activities of the kind and nature regularly performed by a member of the Learning Services Department.
- As part of the supervision of the work of CBI Consultants, the Administrative Officer responsible shall require that the CBI Consultants and the Learning Services Department member(s) work together in a collaborative manner to design and/or deliver the in-service or staff development which has been requested.
- The supervision and evaluation of the work of CBI Consultants in the Richmond School District will be the responsibility of the District Principal, Learning Services.

Addendum A

- When supervising the work of CBI Consultants, the District Principal, Learning Services and the CBI Consultants will act in accordance with BC Teachers' Federation code of ethics when working with members of the Richmond Teachers' Association.
- A copy of the foregoing will be provided to members of the Learning Services Department, CBI Consultants, and Administrative Officers participating in the various CBI projects in the Richmond School District.

Original signed by:

J.A.B. (Bruce) Beairsto
Assistant Superintendent, Learning Services
School District No. 38 (Richmond)

Lynn Owens-Whalen
President
Richmond Teachers' Association

STATEMENT OF INTENT - DURATION OF SCHOOL DAY / WEEKLY INSTRUCTIONAL ASSIGNMENT / PREPARATION TIME

This letter will confirm the mutual intent of the Richmond School District and the Richmond Teachers' Association to continue the following practice as it relates to the length of a school day, the hours of instruction and the length of the recess break within the provisions of the Provincial Collective Agreement. This Statement of Intent applies to schools currently on alternate hours and schools within standard hours of operation.

Section D: Article 4.4.b and 4.4.d in the Provincial Collective Agreement states

- 4.4.b The instructional time shall not exceed twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and one half (27.5) hours per week for full-time secondary teachers.
- 4.4.d In an elementary school, the duration of the school day shall not exceed six (6) hours inclusive of:
- i) instructional time not to exceed five (5) hours inclusive of fifteen (15) minutes recess;
 - ii) a regular noon intermission.

The following practice is deemed acceptable:

- **Length of a school day** - Elementary schools shall not exceed six (6) hours in a school day unless they have established an alternate hours schedule prior to this Statement of Intent and in accordance with the district alternate hours policy. The length of the school day for schools currently on alternate hours will not exceed six (6) hours and 15 minutes for four of the five school days and will be shorter for one day of the week.
- **Weekly hours of instruction** - In accordance with Section D Article 4.4 of the Provincial Collective Agreement, the *School Act* and the district alternate hours policy, instructional time in all elementary schools shall not exceed twenty-five (25) hours per week for full time elementary teachers. This instructional time shall not exceed five (5) hours in a school day inclusive of fifteen (15) minutes recess and a regular noon intermission unless the school has established an alternate hours schedule prior to this Statement of Intent and in accordance with the district alternate hours policy. The total length of instructional time in a school day for schools on alternate hours shall not exceed five (5) hours and 15 minutes for four of the five school days and will be shorter for one day of the week.
- **Length of the recess break** - All elementary schools (alternate hours and standard) shall have a fifteen (15) minute recess. Recess is classified as instructional time and any additional recess time affects the total instructional time calculation.

Schools initiating an alternate hours schedule, subsequent to this Statement of Intent, shall do so in compliance with the terms of Section D, Article 4.2 and 4.4 of the Provincial Collective Agreement.

This Statement of Intent will be effective as of July 1, 2000 and until changed by the terms of a new Provincial Collective Agreement.

Addendum A

Original signed by:

Jim Martens,
Assistant Superintendent

Arlene Spearman,
President, Richmond Teachers' Association

Dated the 8th day of May, 2000

<i>Appendix A</i>	<i>Section D, Articles 4.4.b and 4.4.d of the Provincial Collective Agreement</i>
<i>Appendix B</i>	<i>School Calendar Regulations B.C. Reg. 189/93 (School Act)</i>
<i>Appendix C</i>	<i>Alternate Hours Schedules and District Policy</i>
<i>Appendix D</i>	<i>School Hour Schedules (all schools) - as of May 31, 2000</i>

Letter of Understanding

Re: Schools grandfathered under Section D, Article 4.2 and 4.4 (Duration of School Day / Weekly Instructional Assignment / Preparation Time)

The District and the Association agree that the following schools in the Richmond District that had alternate schedules at the time of signing the Statement of Intent date May 8, 2000 re: Section D, Article 4 – Duration of School Day / Weekly Instructional Assignment / Preparation Time, were grandfathered for the purposes of their school schedule. Length of school day was slightly exceeded; weekly instructional assignment times were adhered to.

Anderson Elementary
Cook Elementary
DeBeck Elementary
Garden City Elementary
Maple Lane Elementary

McKinney Elementary
Talmey Elementary
Tomsett Elementary
Westwind Elementary
Wowk Elementary

Dated: October 16, 2008

Signed by:

Diane Brow
Director of Instruction – Personnel Services
School District No. 38 (Richmond)

Al Klassen
President
Richmond Teachers' Association

PROCEDURAL MATTER - NON-SEXIST ENVIRONMENT

JOINT RELEASE

To: Principals, Vice-Principals
Teaching Staff

Re: **Non-Sexist Environment**

The purpose of this communication is to notify Principals and Vice-Principals and RTA Members of the District's and the RTA's joint commitment to a non-sexist environment as defined in the Collective Agreement and to confirm that the Board does not condone and will not tolerate any expression of sexism, discrimination against employees based on sex, gender identity or expression, including by portraying them in their gender stereotyped roles, refusing to acknowledge their identity or by omitting their contributions.

Reproduced below is Article E.1 (Non-Sexist Environment) from the Collective Agreement between the Richmond Teachers' Association/British Columbia Teachers' Federation and the Board of Education of School District No. 38 (Richmond)/BC Public School Employer's Association.

ARTICLE E.1 NON-SEXIST ENVIRONMENT

- 1.1. A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
- 1.2. The employer does not condone and will not tolerate any 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.
- 1.3. The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
- 1.4. Prior to October 31 of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

PROCEDURAL MATTER - QUALIFICATIONS

April 1, 2006

Mr. Al Klassen, President
Richmond Teachers Association
210 - 7360 Westminster Hwy
Richmond, BC V6X 1A1

Re: Qualifications

Dear Mr. Klassen;

At the request of the Richmond Teachers' Association, a letter was written last year to clarify school district practice, specifically in regard to qualifications excluding those specified in Section D, Article 1 of the Collective Agreement. This letter contains the same information. However, the Richmond Teachers' Association and the School district have come to an understanding on modifying some practices for a specific amount of time and then evaluating its success. These changes are in italics.

There have been a number of factors that have increased teachers and administrators' anxiety over teacher placements, assignments and internal re-assignment in the staffing process. This anxiety is largely due to factors from outside that have substantially restrained employment opportunities in our school district. The combination of a steady student enrolment decline and past Provincial government cuts in revenue have decreased teaching staff by hundreds. This is particularly difficult for those who, although they are secure in employment, have not been secure in their assignments and for other teachers who seek professional challenge through a reassignment opportunity.

We have had many discussions with the RTA about the impact on teachers. For the last two years, we have been focusing on possible solutions. We have not opened and renegotiated the Collective Agreement. Rather, as this would need to be done through the formal bargaining process, our intentions in our discussions have been to better understand our practices within the Collective Agreement. More importantly, we have looked at how some reasonable modifications to the School District's practices can better enhance a teacher's employment experience and the administrators' ability to tend to the needs of their school. As a result of these discussions, the School District is clarifying the following practices and in particular the recent understanding to modify some practices (in italics).

Basic Qualifications

We have had considerable discussions about the "consistency" of how teachers are assigned positions through the School District posting process and through internal re-assignment. There have been a few problems related to qualifications in the School District Posting processes but our intent and largely our practice is consistent. Where it has become evident that a practice is not consistent, the School District has endeavored to remedy the situation. Most concerns have come from practices during internal re-assignment.

Addendum A

Internal re-assignment practices have been mixed. Recently there have been some concerns raised by the RTA in this regard. We recognize that employment and re-assignment opportunities have become increasingly restrictive and teachers have tried to achieve their employment goals through a closer look at their perceived rights under a Collective Agreement. Now that concerns have been raised, it is possible that some practices have been inconsistent. The School District has avoided trying to "micro-manage" internal re-assignments within schools. At the same time, there are School District concerns about the need and authority under the School Act for the school administrator to make assignment decisions within their school. Up against this are the needs of the teacher in a tight employment opportunity situation. Having said that, the School District intends to apply the usual qualification expectations for School District wide postings to the internal re-assignment processes.

In secondary, there has been a requirement that in a teaching area (i.e. English) the teacher must have a major, minor or concentration ("*academic preparation*"). Due to the fact that universities have varying definitions of what "major, minor or concentration" mean, the District defines this as minimally four full year courses in a specific subject area at the 300 or higher level.

In elementary a teacher must have done their final/major practicum at primary and completed minimally an elementary professional program to teach at the primary level. A teacher must have done the final/major practicum at the intermediate level and completed minimally an elementary professional program to teach at the lower intermediate (4-7) level.

Professional Growth and New Career Paths

A number of experienced teachers have expressed a desire to change from their current teaching area that they were originally qualified for into another teaching area in which they are not qualified. There are many opportunities to do this in the non-enrolling and administrative teaching areas through an array of university programs. This is also rewarded by the School District with the "5+30 and 6+30" salary scales. However, despite the university offerings and the salary reward, some teachers have expressed concern that this is too difficult (and expensive) as it involves course work and a practicum which cannot be accomplished while working in their current assignment.

Therefore, to assist teachers to identify existing courses or to create specific partnerships with the intent to create viable courses, the School District will invite the RTA to participate in a joint committee designed to provide opportunities for teachers to gain qualifications for new career paths within the School District.

Academic & Professional Preparation Being Current

Current postings usually have a requirement that the qualifications must be "current". The practice has been that the person was qualified and has taught in that area within the last five years. When non-enrolling teachers were substantially reduced several years ago, a number of teachers were in the non-enrolling area for over five years. Technically, these teachers could not apply to their original teaching area for which they were qualified and taught in. In that year and for that short-term problem, the District and the RTA agreed to a "without prejudice" understanding that waived the "five year rule". However, this remains an expressed concern.

Based on these discussions, the School District will consider "current" a teacher's qualifications and/or experience up to seven years. However, it is an expectation that teachers are professionals and will

Addendum A

avail themselves of professional development so that when they do return to that former area they will be well prepared. If it is over seven years since they originally qualified or taught, they may return to that teaching area. However, this is subject to an evaluation of their performance that begins after four school calendar months and is completed within one school year of their new assignment. With a successful evaluation, they will be considered qualified for future positions at the same grade level or in the same subject areas.

Experience in Relation to Academic & Professional Preparation

A teacher who applies to a position for which they are not currently qualified will be deemed academically and professionally prepared to teach in an area and/or grade level if they have been teaching in that area and/or grade level for three continuous years and have had a satisfactory report completed in our school district in that area and/or grade level.

It has been agreed to with the Richmond Teacher's Association that the school district's practice in this area will change immediately and end if not evaluated and renewed by October 30, 2008 or a new Collective Agreement is bargained, whichever is first.

Professional Preparation Career Transition Plan

During the posting process, a teacher may apply and be considered for a position, for which they are not professionally qualified (no practicum in that area) if they have a continuing contract, have a minimum of three years experience, their most recent teaching evaluation completed in this school district is satisfactory, and they present a transition plan at the interview. The administrator responsible for the position will consider the application and interview the applying teacher (if they are next in seniority) to ascertain if there is a reasonable expectation based on the teacher's skills, abilities, professional development, the transition plan and overall classroom experience that the teacher will be able to perform the duties (such duties to be determined by the Board) of the position in a successful manner. If the administrator responsible for the position concludes there is a reasonable expectation the teacher will teach in a successful manner, the teacher will be awarded the position subject to there being an evaluation of the teacher as per Article C.3 (Evaluation) of the Collective Agreement in the year they assume the position. If the administrator does not believe there is a reasonable expectation of success, they will deny the position and give their reasons for concluding such if asked. The awarding of the position should not be unreasonably denied and may be grieved as per the Collective Agreement Article A.6 (Grievance Procedure).

As an example, this would apply to a primary teacher wanting to go to the elementary intermediate level, an intermediate teacher wanting to go to the primary level, a secondary teacher wanting to go to the intermediate or a primary teacher wanting to go to the secondary level.

At the secondary level, the applicant must still meet the academic preparation requirements in paragraph three of "Basic Qualifications".

It has been agreed to with the Richmond Teachers' Association that the school district's practice in this area will change immediately and will end if not evaluated and renewed by October 30, 2008 or a new Collective Agreement is bargained, whichever is first.

Temporary Exceptions (Elementary or Secondary)

Sometimes a school administrator is confronted with a "most surplus" situation when staffing for the following year. An example is, there may be a .2 FTE or less left to be assigned and no one on staff is available or qualified for that assignment. At the same time, there may be a staff member that is not qualified, full time and is short FTE for the next year to maintain their fulltime assignment. Under current practices, this person would be declared surplus from that school.

Due to the disruptions and impact of Surplus Reassignment in the above circumstance and the possibility that it may be a problem for that year only, the School District may, on a without prejudice basis, allow the unqualified teacher to take up to .2 FTE in an area they are not qualified for if the administrator asks for it to be done, is confident the teacher can meet the proper standard for students, if the teacher volunteers, if it is understood it is for one year only, and that the teaching in this area does not qualify the teacher for future District or internal positions in that area. Further, a full-time teacher who has accepted and .2 or less assignment, as described in this section, is in the assignment for that school year only but is considered full-time in that school for the following year and is subject to the usual staffing process. If the teacher does not wish to volunteer in this manner then normal processes including part-time being subject to Surplus Reassignment are followed.

I hope this provides the information you need.

Yours truly,

Tom Williams
Director of Instruction, Personnel Services

PROCEDURAL MATTER - SECONDARY TRANSITION PLANS

Any teacher wishing to teach secondary subject areas will be deemed minimally qualified provided the following criteria are met.

Grade eight (8) and nine (9)

Teachers must have the following:

- i. three (3) years teaching experience as a continuing contract teacher.
- ii. a transition plan, which identifies curriculum, teaching and assessment strategies consistent with effective educational practice relevant to the teaching assignment.
- iii. an understanding that an evaluation will be done in the first year of this assignment.

Grade ten (10) through twelve (12):

Teachers must have the following:

- i. two or more university courses in the specific subject area that are at the 300 level or higher, with a commitment to complete a total of four (4) or more university courses within two (2) years, in the specific subject area at 300 level or higher.
- ii. five (5) years teaching experience as a continuing contract teacher.
- iii. an understanding that an evaluation will be completed.

Once an evaluation has been completed the teacher shall be deemed qualified.

It is also agreed by both parties, RSD and RTA, that a secondary teacher who has not had the professional qualifications in a particular subject area, but has been teaching a course load that consists of at least 3 out of 7 blocks of that subject for more than three years, and has had an evaluation in this area is eligible to post into an assignment with this subject in any other secondary school as long as it is at a comparable level, e.g. Mathematics 8, 9 and 10 would qualify for a posting of Mathematics 8, 9 or 10 at another school.

The parties' signatures below acknowledge the above Procedural Matter version as of May 29, 2019.

Original signed by:

Sheri Hoegler

For the District

Liz Baverstock

For the RTA

PROCEDURAL MATTER - LEAVE FOR SNOW DAYS

Mr. Al Klassen
President Richmond Teachers' Association
210 – 7360 Westminster Hwy
Richmond, B.C.
V6X 1A1

Dear Mr. Klassen,

This letter confirms the agreement between RTA and RSD regarding a special arrangement for a leave required by a teacher who is unable to get to work due to heavy snowfall. This new practice which is related to, but not part of the Collective Agreement under Section G Article 17, Unforeseen Emergency Leave, was implemented during the 2006 – 2007 school year and is now an established practice as per the following guidelines.

- If a teacher is unable to get to work because of severe snow conditions in their area of residence they can apply using the attached form for 'Unforeseen Emergency Leave – snow conditions'.
- Snow conditions are considered severe if the local neighbourhood public schools in your area of residence have been declared closed for the day.
- Upon approval of their application teachers would be paid for the day, but would make up the time in the first week of the summer break working on some, agreed to, activities at the school or district, as listed on the attached form.

I hope this clarifies the established practice which is in place for the Unforeseen Emergency Snow Day Leave.

Dated: October 15, 2008

Original signed by:

Diane Brow
Director of Instruction – Personnel Services
Richmond School Board

Unforeseen Emergency

By Collective Agreement (Article G.37 (Unforeseen Emergency Leave)) the Board may grant short term leave of up to 3 days for Unforeseen Emergency. This leave is with cost of Teacher Teaching on Call (TTOC) deducted. However, under special circumstances, such as severe snow conditions where your local area school district has closed schools and driving conditions prohibit you from getting to work, the Superintendent may agree to a leave where cost of TTOC is not charged. In these circumstances the teacher must make up time lost rather than pay TTOC costs. The time is to be made up in the first week of the summer break (1st week of July) by completing one or more of the tasks listed below, as determined together with the school Principal. The school Principal will supervise the time and agree to the plan outlined by the teacher. The concept is that teachers will not do their own regular tasks but tasks that support the function of the school or district.

Please complete this form and submit it, with a letter outlining your circumstance to your Principal and then to the Superintendent/designate with SA 47 attached.

Name: _____ **Employee No:** _____ **Date Missed:** _____

Suggested Activities and Date for make up of time. **Date:** _____

- | | | |
|-----|---|--------------------------|
| 1. | Researching resources for school initiatives | <input type="checkbox"/> |
| 2. | Organizing Professional Stock/Storage Areas | <input type="checkbox"/> |
| 3. | Organizing IRP materials/resource Collections i.e. science kits, literacy materials | <input type="checkbox"/> |
| 4. | Inventory of curriculum materials/resources | <input type="checkbox"/> |
| 5. | Updating/checking emergency kits | <input type="checkbox"/> |
| 6. | Prepare school bulletin boards for September | <input type="checkbox"/> |
| 7. | Clean professional materials in staff room including bulletin boards | <input type="checkbox"/> |
| 8. | Upgrade/revise TTOC/EA sub book, staff procedures booklets etc. | <input type="checkbox"/> |
| 9. | File report cards | <input type="checkbox"/> |
| 10. | District directed duty | <input type="checkbox"/> |

Teacher Signature: _____ **Principal Signature:** _____

PROCEDURAL MATTER - DISTRIBUTED LEARNING (DL) COURSES

The dual signatures below indicate an agreement between the Richmond School District and the Richmond Teachers' Association relative to the provision of Distributed Learning (DL) courses.

It is agreed that:

- A teacher of a DL course will remain on the staff of the school at which he or she is currently teaching, for staffing purposes, while at the same time delivering a course(s) through the Richmond Virtual School.
- A teacher of a DL course will also be considered part of the staff of the Richmond Virtual School.
- Should the teacher of a DL course choose to drop the course from their teaching load, the course shall first be offered to other continuing staff members of that school.
- If no one on the staff of the school wishes to teach the DL course it will be posted to enable all teachers in the district to apply.
- Any DL course generated by the district shall be offered to all teachers in the district through normal posting procedures.
- A generic template for the posting of DL courses will be used, with the only change from posting to posting being the specific course title.
- Class size for a DL course will not exceed current legislated class sizes.
- A DL course must be offered within the framework of the CA relative to the length of day.

Dated: January 8, 2008

Updated: June 17, 2013

Original signed by:

Diane Brow
Director of Instruction - Personnel Services
School District No. 38 (Richmond)

Al Klassen
President
Richmond Teachers' Association

PROCEDURAL MATTER - LIMITED AVAILABILITY TTOC LIST

All certified teachers are entitled to apply to either Teacher Teaching on Call (TTOC) list (Regular and Limited Availability) subject to normal hiring procedures.

Teachers on the Regular TTOC list must have the opportunity to access a TTOC assignment before TTOCs from the Limited Availability List can be dispatched.

Guidelines: Limited Availability TTOC List

1. A candidate for the Limited Availability TTOC List would be any person who holds a current BC Teaching Certificate with the Teacher Regulation Branch or is able and willing to obtain said certification.
2. A person hired to the Limited Availability TTOC List has been hired under the terms and conditions of employment as set out below:
 - a. The hiring of candidates is at the sole discretion of the School District.
 - b. Teachers hired to the Limited Availability TTOC List will be hired on a year-to-year basis for one school year only. Removal from the list at the conclusion of the regular school year (June 30) will be automatic and will not be subject to the grievance procedure. Teachers may re-apply to the list after June 30.
 - c. The hiring process presently used by the District will be used for employment to both lists. As with all other applicants there is no guarantee of employment to the District.
3. Limited Availability TTOC deployment criteria:
 - a. Limited Availability TTOCs will only be called out in times of TTOC shortages.
 - b. Limited Availability TTOCs may be requested by teachers or principals. Such requests may not be honoured.
 - c. Schools may request and confirm a Limited Availability TTOC for IEP meetings.
 - d. Call out will be based on qualifications, experience or interest.
 - e. Schools receiving a Limited Availability TTOC in a supervisory role will be advised accordingly, as is the case with all TTOCs.
 - f. A Limited Availability TTOC can be replaced by a Regular TTOC in any TTOC assignment.
 - g. Limited Availability TTOCs may be placed in Temporary or Continuing positions upon meeting the following criteria:
 - i. there are no qualified applicants
 - ii. the Limited Availability TTOC is qualified
 - iii. there is agreement on a without prejudice basis between RSD and RTA.
 - h. The RTA will be notified when any Limited Availability List TTOC is appointed retroactively to a Temporary contract

Addendum A

The parties' signatures below acknowledge the above Procedural Matter version as of Jun 24, 2019.

Original signed by:

Sheri Hoegler

For the District

Liz Baverstock

For the RTA

PROCEDURAL MATTER - USE OF MENTORING FUNDS

Re: Mentoring Funding - Article D.34 (Beginning Teachers)

On a notwithstanding basis with respect to Article D.34 (Beginning Teachers), and as per our conversation, the Richmond Teachers' Association and Richmond School District are agreed that for the 2007-08 school year, and renewed on a yearly basis as needed, the funding allocated for beginning teachers in Article D.34 (Beginning Teachers) of the RSB/RTA Collective Agreement (attached) will be allocated on the following basis:

Funding in the amount of \$560 will be allocated to each 1.0 FTE mentee (prorated for part time). The funds can be used for:

- A minimum of 50% to be used for Teacher Teaching on Call (TTOC) time to co-plan or co-teach with the mentor or other teacher;
- TTOC time for attending Pro-D or other professional learning activities;
- Up to 25% for a personal "professional library" in the form of books/materials;
- Registration at Pro-D events. We are also agreed that funding may not be used for classroom materials, dinner expenses, etc.

Dated: October 17, 2007

Original signed by:

Al Klassen,
PRESIDENT, R.T.A.

RSB/RTA Collective Agreement
Article D.34 (BEGINNING TEACHERS)

34.1 The Board and the Association shall support and assist beginning teachers in their adjustment to teaching by administering and facilitating a mentor/beginning teacher program. Participation of mentors and beginning teachers in such a program shall be voluntary.

34.2 The mentor/beginning teacher program shall include:

- a. an appropriate teaching assignment;*
- b. an orientation and teacher induction program; and,*
- c. an opportunity for observation, demonstration, collaboration and consultation pertaining to job related activities such as planning, classroom management, instructional strategies, evaluation, reporting and other assistance as mutually agreed by the mentor/beginning teacher.*

34.3 Each mentor/beginning teacher pair shall be funded to a maximum of five (5) days release time.

PROCEDURAL MATTER - PRIORITY STATUS

Any teacher shall hold Priority One status for any Remaining vacancies for that school year and for subsequent years if one of the following conditions are met:

- i. the teacher has a Temporary assignment that is equal to or greater than the equivalent of one hundred (100) full time working days, or
- ii. the teacher has two or more Temporary assignments each of which is equal to or greater than the equivalent of forty (40) full time working days
- iii. the teacher has a Temporary Job Share assignment for a full school year

Teachers with Priority One status will secure positions as per Article E.23 (Posting and Filling Vacant Positions).

Priority One status, once achieved, will remain in effect unless eighteen (18) school months elapse between Temporary contracts.

Original signed by:

Sheri Hoegler

For the District

Liz Baverstock

For the RTA

ADDENDUM B

The following documents are either Letters of Intent, Mid-contract Revisions or Letters of Understanding that are binding until renegotiated by the parties noted in these agreements, specifically, the Richmond Teachers' Association (RTA) and the Richmond School Board (RSB):

- Letter of Intent - Involvement with the BCTF Health and Wellness Program
- Letter of Understanding - Return of Elementary Preparation Time
- Letter of Understanding - 2001 – 2004 Collective Agreement

LETTER OF INTENT - INVOLVEMENT WITH THE BCTF HEALTH AND WELLNESS PROGRAM

LETTER OF INTENT

BCTF Health and Wellness Program

BETWEEN: The Board of School Trustees, School District #38 (Richmond)

AND The British Columbia Teachers' Federation

AND Richmond Teachers' Association of the British Columbia Teachers' Federation

The parties commit to cooperate in the administration of the BCTF Health and Wellness Program for the period of July 1, 2011 to June 30, 2013.

Subject to the agreement of the parties, the program shall be continued beyond June 30, 2013.

Dated: October 7, 2013

Original signed by:

Jim Iker
BCTF President

Diane Brow
School District
Representative

Al Klassen
Local President
(Richmond)

LETTER OF UNDERSTANDING - RETURN OF ELEMENTARY PREPARATION TIME

In response to your letter of June 29, 2007 regarding the RTA's initiating of a local matters grievance pertaining to Section D, Article 4.7 of the Collective Agreement, the district and the union have met on numerous occasions to resolve this grievance and have concluded the following:

Resolution to the above stated grievance includes:

- Preparation time of 90 minutes shall be provided to all teachers each instructional week, including those weeks that include a statutory holiday and/or professional development day fall.
- If preparation time cannot be provided during the week it would normally fall, preparation time shall be paid back to that teacher. Such payback should preferably occur during the week the preparation period is lost, but may be scheduled in the week before or after, should that be necessary.
- Teachers who provide preparation relief for others as part of their overall teaching assignment may be directed to reduce services in their other teaching area on occasion (e.g. non-contractual time-specific services such as ESL, Resource, etc.) in order to provide needed payback of preparation time. Such payback should only be done after consultation with the preparation relief teacher to identify an appropriate time such that there is minimal impact on service to students.
- Repayment of preparation can also be accomplished in other ways. For example, advance scheduling of payback of preps during occasions such as assemblies, multiple class events, school events, during times when administrators combine classes for education / other purposes.
- Teachers Teaching on Call (TTOCs) may be used to pay back preparation time owed if, and only if, it is impossible to effectively pay back preparation time using alternate methods. Such TTOC time must be authorized by Personnel Services of the Richmond School District.
- Where ever possible, and if agreed to by the school teaching staff, schools will avoid scheduling preparation blocks on Mondays and Fridays in order to reduce the number of preparation blocks impacted.
- Review of the preparation pay back time will be done before the end of after 2008 – 2009 school year.

This agreement is on a without prejudice basis relative to other school districts.

Dated: May 6, 2008

Signatures below indicate agreement to this resolution.

Diane Brow
Director of Instruction – Personnel Services

Al Klassen
President, Richmond Teachers' Association

Addendum B

LETTER OF UNDERSTANDING - 2001-2004 COLLECTIVE AGREEMENT

The District and the Association agree that the September 1, 1998 to June 30, 2001 *Working Document of the Collective Agreement for the Richmond Teachers' Association and the Board of School Trustees of School District No. 38 (Richmond)*, was the Collective Agreement in effect and in force for the period September 1, 2001 to June 30, 2004. The only alterations, additions, or deletions were those clauses pertaining to class size and / or class composition deleted through legislation, and the mid-contract modification on Travel Allowance and Reimbursement of Out of Pocket Expenses (see Letter of Understanding in Addendum B).

Dated September 2008

Original signed by:

Diane Brow
Director of Instruction – Personnel Services
School District No. 38 (Richmond)

Al Klassen
President
Richmond Teachers' Association

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