

LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No.22 (Vernon)
(hereinafter referred to as the "District")

AND

Vernon Teachers' Association
(hereinafter referred to as the "VTA")

1. The parties hereby agree to amend the 2013-2019 Collective Agreement as set out below.
2. These amendments are subject to ratification by the processes established by the BCTF and BCPSEA and shall become effective the date of ratification, unless the amendment(s) specifically provide for another effective date.
3. These amendments shall be included in the 2019 – 2022 Working Document.

Agreed to Local Matters:

Sign Off	Article	Summary
S1	ARTICLE A.34 COPY OF AGREEMENT	Move to electronic copy of the collective agreement
S2	ARTICLE A.31 ACCESS TO INFORMATION	Add requirement to provide the Association with a record of teacher's FTE at each worksite
S3	ARTICLE E.24 TRANSFERS AND ASSIGNMENTS	Update terms, add language to board initiated transfers, clarify practice in employee initiated transfers and add new intra-district employee exchange.
S4	ARTICLE F.21 PROFESSIONAL DEVELOPMENT – ADMINISTRATION AND FUNDING	Update and clarify language
S5	ARTICLE D.30 HEALTH AND SAFETY COMMITTEE	Update and clarify language
S6	ARTICLE F.27 PROFESSIONAL RELATIONS COMMITTEE	Update mandate of committee and clarify language.
S7	ARTICLE A.33 RIGH OF REPRESENTATION	Update terms and clarify language
S8	ARTICLE D.29 HEALTH AND SAFETY	Update terms and clarify language

BARGAINING
-COPIES-

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		and obligations
S9	ARTICLE A.24 STAFF REPRESENTATIVES	Update terms, clarify practice of sharing a staff representative role
S10	ARTICLE E.26 PERSONNEL FILES	Update terms
S11	ARTICLE E.27 STAFF ORIENTATION	Clarify language with respect to health and safety orientation and district orientation
S12	ARTICLE E.23 PRINCIPAL/VICE PRINCIPAL SELECTION	Add reference to vice-principal in language
S13	ARTICLE C.24 LAYOFF, RECALL, SEVERANCE	Update term and clarify process
S14	ARTICLE E.21 POSTING AND FILLING VACANT POSITIONS	Revised entire article


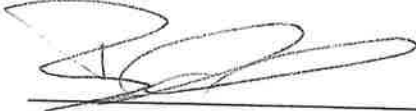
Amendments to above noted Articles, signed off as attached.

Dated the 10th day of July, 2019

FOR THE BOARD




FOR THE UNION

SD 22 AND VTA AGREED UPON LANGUAGE



NOTE: All changes to the collective agreement are shown in **bold print**. Any language removed from the collective agreement is shown as ~~stricken through~~. The parties agree that the signed off language below will form part of the collective agreement upon ratification.

ARTICLE A.34 COPY OF AGREEMENT

1. The employer shall make available ~~a an electronic~~ copy of the Collective Agreement **on the employer website** ~~to each employee~~ within thirty (30) working days of ~~its the~~ **Collective Agreement's** availability.
2. ~~The employer shall provide a printed copy of the Collective Agreement for each work site within thirty (30) working days of its availability, with costs borne equally between the employer and the Association.~~

SIGNED at VERNON, British Columbia this 30th day of April, 2019.

FOR THE BOARD

FOR THE UNION




SD 22 and VTA AGREED UPON LANGUAGE

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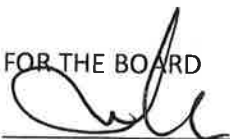

ARTICLE A. 31 ACCESS TO INFORMATION

On request, the Board will provide the following information to the Association:

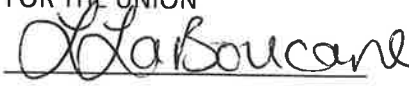

1. A list of employees in the bargaining unit showing their names, addresses, phone numbers (except those which are specifically unlisted), grid placement, seniority and staff assignment;
2. Notification of appointments, reassignments, transfers, resignations and retirements;
3. Notification of available teaching positions at the time of publication;
4. Notification of suspensions and terminations as they occur;
5. Agendas and minutes of all public Board meetings and all attachments thereto when issued;
6. The audited financial statements as approved by the Board in the form submitted to the Ministry of Education;
7. The preliminary budget as approved by the Board in the form submitted to the Ministry of Education;
8. The final budget as approved by the Board in the form submitted to the Ministry of Education;
9. On request, other financial and budget information normally provided to the public.
10. **The Board shall provide the Association a record of each ^{employee's} ~~teacher's~~ FTE at each worksite as of September 30th each school year.**

SIGNED at VERNON, British Columbia this 10 day of May, 2019.

FOR THE BOARD

FOR THE UNION

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ARTICLE E.24 TRANSFERS AND ASSIGNMENTS

1. The Board and the Association recognize ~~teacher~~ transfers as one method ~~for teachers~~ to experience professional development. Transfers shall not be initiated by the Board for punitive reasons.
2. Board Initiated Transfers
 - a. ~~Teachers~~ **Employees** may be transferred by the Board ~~in order to~~:
 - i. **to** relocate staff due to enrolment changes;
 - ii. **to** staff a new school or program;
 - iii. **in compelling circumstances, based on sound educational reasons, and in consultation with the Association and the employee.**
 - b. When a Board initiated transfer is being recommended, the Superintendent or designate shall meet with the ~~teacher~~ **employee** to inform ~~him/her~~ **them** of the nature of the transfer, and the reasons for it. Whenever practicable, such meeting shall take place at least one **(1)** month prior to such recommendation being placed before the Board. The ~~teacher~~ **employee** may be accompanied by a representative of the Association. The ~~teacher~~ **employee** shall have the opportunity to consider the matter and reply within three **(3)** ~~teaching~~ **instructional** days before the recommendation is placed before the Board.
 - c. At, or subsequent to, such meeting the ~~teacher~~ **employee** shall have the opportunity to inform the Board official of any retraining requirements, in-service release time, or ~~assisting teacher~~ support which ~~he/she~~ **believes they believe** necessary to adequately prepare for the proposed transfer.
 - d. The Board may transfer ~~an employee teacher~~ to ~~an assignment~~ **a position** involving a significantly different grade level or significantly different subject area, only if:
 - i. there remain no vacancies at the ~~teacher's~~ **employee's** school in ~~their the~~ **teacher's** existing grade level or subject area for which ~~he/she~~ **they have** the necessary qualifications; and
 - ii. the ~~teacher~~ **employee** has the least district wide seniority ~~among teachers~~ in ~~his/her~~ **their** existing grade level or subject area; in which case:
 - iii. the Board acknowledges the need for retraining and shall provide appropriate resources in this area; and

- iv. the ~~teacher~~ **employee** shall be given priority for transfer to future vacancies in the grade level or subject area from which ~~he/she was~~ **they were** transferred under this paragraph.
- e. Any ~~teacher~~ **employee** who has been transferred without agreement shall not be transferred again without agreement for three (3) years except in cases where it would result in a layoff of the transferee, and with mutual agreement between the Association and the Board.
- f. Transfers initiated by the Board shall be confirmed no later than May 31st in a school year for the next school year, save when these are necessitated by circumstances not reasonably known to the Board before that date.
- g. An ~~employee teacher~~ who is transferred for reasons of projected enrolment decline, position reduction or other such factor, shall have the opportunity of returning to the position previously held in the event the projected factors do not materialize. If, in the opinion of the Superintendent, intervening factors make immediate return to the original position unduly disruptive, the ~~employee teacher~~ shall be given priority for transfer to the position previously held for the subsequent school year.
- h. For the purpose of ~~5~~ **five** year transfers, pursuant to Article E.21.2.c. ~~teachers~~ **employees** who are transferred by the Board under E.24.2.g shall port their accumulated years from their current position to their transferred position.

3. ~~Teacher~~ **Employee** Initiated Transfers

- a. ~~Teachers~~ **Employees** who wish to transfer positions to another school for compelling reasons are required to submit their request in writing to the Director of Instruction ~~Human Resources for Teaching Personnel~~ by May 1. Such requests shall be acknowledged by district email.
 - i. **Employees who were placed during recall in multiple positions at multiple schools shall be understood to have a compelling reason to request an employee initiated transfer.**
- b. The Director of Instruction ~~Human Resources for Teaching Personnel~~ or designate shall arrange a meeting with the ~~teacher~~ **employee** to discuss the circumstances of the request. The ~~teacher~~ **employee** may be accompanied by a representative of the Association.
- c. An ~~employee teacher~~ who is not granted a request for transfer may, upon request made within seven (7) days of notification, meet with the Director of Instruction ~~Human Resources for Teaching Personnel~~ or designate to discuss reasons for the decision. The ~~teacher~~ **employee** may be accompanied by a representative of the Association.

4. ~~Teachers~~ **Employees** shall be considered for transfers in the following order of priority:

- a. Board initiated transfers;
- b. ~~Teacher~~ **Employee** initiated transfers.

5. Intra-district Employee Exchange

- a. Two (2) employees on continuing contracts of employment at different schools may file a written request through the Director of Instruction Human Resources to exchange positions, if they:
 - i. have worked within the school district for a period of five (5) years or more and are above the most recent layoff line;
 - ii. have positions of 0.5 FTE or greater;
 - iii. have the necessary qualifications and/or experience required by the position.
- b. Such request must be received by June 16 to be implemented for the following school year. The response to the request will be given in writing no later than the last instructional day in June.
- c. For the subsequent school year, the employees will return to their former school at their former owed FTE unless they request in writing that the exchange become permanent. Such request must be made to the Director of Instruction Human Resources by April 15. The response to the request will be given in writing by April 30. Once approved, the exchange will become permanent.

5- 6. Assignment - In School

- a. Every reasonable effort shall be made by the principal to inform ~~teachers~~ **employees** of their assignments for the next school year prior to June 15th of the current school year.
- b. All ~~teachers~~ **employees** within a school shall be ~~made aware~~ **informed in writing** of all school vacancies and shall be given consideration before posting outside of the building.
- c. Assignments to district site-based programs such as vLearn, ALP, Open Door, and Crossroads ~~and 6 Mile~~ shall be considered time accumulated at the same school for the purpose of E.21.2.c.

SIGNED at VERNON, British Columbia this 16 day of May, 2019.

FOR THE BOARD



FOR THE UNION



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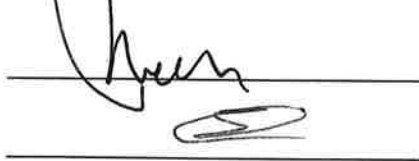
ARTICLE F.21 PROFESSIONAL DEVELOPMENT - ADMINISTRATION AND FUNDING

1. The Board and Association shall maintain a District Professional Development Committee.
 - a. The committee shall be chaired by the Association's Professional Development Chairperson.
 - b. The committee shall be comprised of seven (7) representatives of the Association and three (3) representatives of the Board.
2. The primary functions of the committee shall be:
 - a. To make recommendations to the Board on all matters of professional development;
 - b. To administer the Professional Development Fund;
 - c. To develop and maintain a Professional Development Handbook outlining the principles, practices and procedures for professional development in the District.
3. The Board shall pay \$145.00 per full-time equivalent teacher and the Association shall pay \$35.00 per full-time equivalent teacher. In addition, the Board shall pay \$145.00 per every five part-time employees and the Association shall pay \$35.00 per every five part-time employees. All funds will be deposited into a District Professional Development Fund.
 - a. Contributions to the fund shall be deposited in an account administered by the Professional Development Committee.
 - b. Contributions will be calculated on September 30th of the school year to determine the Board and V.T.A. contributions. Allocations will be reexamined January 30 and appropriate adjustments made at that time for new staff hired to the District.
 - c. The Professional Development Committee shall present an annual written report to the Board and the Association giving an accounting of disbursements from the fund and a summary of the activities for which disbursements were made.

- d. Any surplus shall not be used to reduce either the Board or Association contributions in future years unless mutually agreed upon.
4. Each school staff shall elect a Professional Development Committee.
- a. The committee shall be chaired by a teacher.
- b. The principal may be ~~an ex-officio~~ a member of the committee for the purposes of Article F.21.5.a.
5. The primary functions of the Committee shall be:
- a. To plan school-based professional development activities ~~and staff development projects~~ which involve the whole staff or groups of staff but not individual association members.
- b. To disburse monies allocated to the school staff from the District Professional Development Fund. The committee shall disburse money in accordance with the principles and procedures established by the District Professional Development Committee and shall provide such accounting as the D.P.D.C. may require.

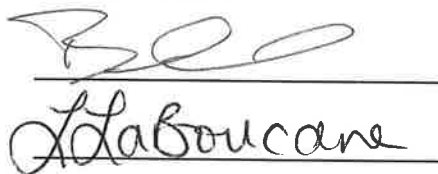
SIGNED at VERNON, British Columbia this 23rd day of March, 2019.

FOR THE BOARD



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FOR THE UNION



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ARTICLE D.30 HEALTH AND SAFETY COMMITTEE**1. Definition**

A District Health and Safety Committee shall be established by the employer.

The Committee shall be composed of members chosen by and representing the teachers' association and the employer and subject to their agreement to do so, any other employee union. In no case shall the employer's representatives outnumber the employees.

The Association shall be entitled to two representatives on the Health and Safety Committee. The two Association members shall be provided with the equivalent of 5 full days of release time to attend meetings of and to conduct business of the Health and Safety Committee.

The chairperson and 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 and vice versa.

2. ~~Function~~ Purpose

The Health and Safety Committee shall assist in creating a safe and ~~healthful~~ **healthy** place of work and learning.

3. Duties

The Committee shall:



- a. Determine that regular inspections of the place of employment are carried out as required by Section 3.5 of the Occupational Health and Safety Regulation, ~~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 Workers' Compensation ~~Board of B.C.~~ **Act of British Columbia** and the correction of hazardous conditions.
- d. Consider recommendations from individual teachers or the Association and recommend implementation where warranted.

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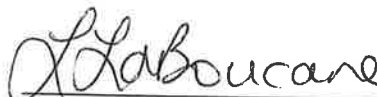
- e. Hold regular **monthly** meetings ~~at least once every month~~ for the review of:
- i. reports of current accidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigations and inspections;
 - iii. any other matters pertinent to health and safety.
- f. **Meetings may be cancelled or postponed ^{by [signature]} mutual agreement of the parties.**
- f.g. Record the proceedings of the Committee and forward the minutes promptly to both the Association and the Superintendent of Schools, Secretary-Treasurer and Supervisor of Maintenance Services.

SIGNED at VERNON, British Columbia this 23 day of May, 2019.

FOR THE BOARD

FOR THE UNION

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ARTICLE F.27 PROFESSIONAL RELATIONS COMMITTEE

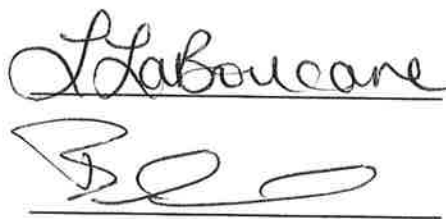
1. The Professional Relations Committee shall consist of four (4) representatives of the employer and four (4) representatives of the Association.
2. The mandate of the committee includes the following:
 - a. ~~Fostering~~ **Promoting** better relations and communications between the employer and members of the Association.
 - b. ~~Considering~~ **Investigating and analyzing** suggestions **regarding district-wide issues brought by** ~~from~~ the Association and the employer through their representatives ~~regarding district-wide issues~~.
 - c. Seeking clarification on practices within the district.
 - d. **Identifying practices and initiatives to improve pro-active communication and problem solving within the district.**
 - e. **Making recommendations to the district regarding district wide issues.**
3. The committee shall be jointly chaired by the Association and the employer. This committee shall meet a minimum of three **(3)** times per school year and minutes from each meeting shall be circulated to all schools. **Meetings may be cancelled or Additional additional** meetings may be called as mutually agreed.
4. Co-chairs will develop the agenda for each meeting and shall circulate the agenda to committee members one (1) week prior to the meeting date. Prior to circulation, minutes shall be jointly approved by the committee co-chairs.

SIGNED at VERNON, British Columbia this 30th day of May, 2019.

FOR THE BOARD



FOR THE UNION



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ARTICLE A.33 RIGHT OF REPRESENTATION

1. **An employee teacher** has the right to have a representative(s) of the Association and / or the BCTF in attendance at any meeting pertaining to Collective Agreement matters between the ~~teacher~~ **employee** and a representative of the employer.
2. **An employee teacher, or their representative**, shall have the right to **suspend or** postpone a meeting between the **employee teacher** and a representative of the employer in order to seek timely ~~representation~~ **assistance, advice, or information** from the Association.
3. When such meetings are held during instructional hours, the representative(s) of the Association and the affected **employee teacher**(s) shall be released from ~~instructional~~ **professional** duties without loss of pay.


SIGNED at VERNON, British Columbia this 30th day of May, 2019.

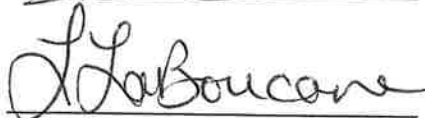
FOR THE BOARD





FOR THE UNION





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ARTICLE D.29

HEALTH AND SAFETY

1. ~~Teachers~~ **Employees** shall be required to work only in facilities that are clean and safe.
2. Specific problems which could endanger the health and safety of ~~teachers~~ **employees** ~~or students~~, or which adversely affect the learning environment must be referred to the **school-based** Health and Safety Committee. The Board shall ~~endeavour~~ **take measures** to eliminate such problems when the **school-based** Health and Safety Committee so recommends.
3. Whenever ~~an teacher~~ **employee** observes what appears to be an unsafe or harmful condition or act, ~~he/she~~ **they** will bring that observation to the attention of the principal ~~or~~ **site supervisor**. The principal ~~or~~ **site supervisor** receiving the report shall investigate the reported unsafe condition ~~or~~ **and act in compliance with Occupational Health & Safety Regulations**, and shall ensure that any necessary corrective action is taken without delay.
4. The Board shall pay any cost not covered by M.S.P. for needed and required hearing and medical examinations for ~~teachers~~ **employees** working in higher risk areas. Higher risk areas are those such as labs, shops, gymnasiums, art and music rooms.
5. The Board shall pay an allowance per annum to **an employee** ~~teacher~~ who agrees to be designated by the principal ~~or~~ **site supervisor** as an industrial first aid attendant and who holds a valid industrial first aid certificate. The allowance shall be increased as follows:

Effective July1,2013	\$ 500.00
Effective September1,2014	\$ 510.00
Effective January1,2015	\$ 516.38
Effective May1,2016	\$ 518.70
Effective July1,2016	\$ 523.89
Effective May1,2017	\$ 523.89
Effective July1,2017	\$ 526.51
Effective May1,2018	\$ 531.77
Effective July1,2018	\$ 534.43

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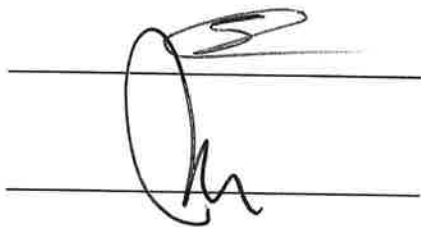
Effective May 1, 2019	\$ 539.77
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~~*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.~~

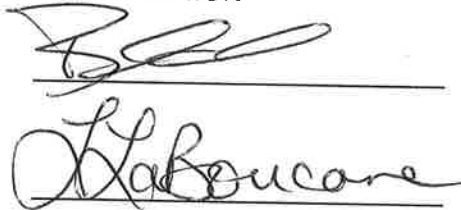
6. The ~~teacher~~ **employee** shall be reimbursed for the cost of the course fees, subject to successful completion **of** the course. It is the responsibility of the ~~teacher~~ **employee** to apply for this reimbursement and provide proof of qualification.

SIGNED at VERNON, British Columbia this 30th day of May , 2019.

FOR THE BOARD

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FOR THE UNION

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SD 22 and VTA AGREED UPON LANGUAGE

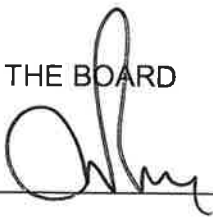
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ARTICLE A.24 STAFF REPRESENTATIVES

1. A school staff representative who is elected in accordance with the Association procedures has the right to:
 - a. Convene meetings of ~~teachers~~ **Association members** on the school premises to conduct Association business provided that the meeting does not take place during class time, the regular assigned duties of ~~teachers~~ **Association members** continue, and usual booking procedures are followed;
 - b. Be relieved of instructional duties with no loss of pay when attending a meeting under the grievance procedure during class time-;
 - c. Be relieved of all supervision duties in order to be available to members.
2. **Where two (2) or more employees share a single staff representative role, they shall also share the right of a single staff representative to be relieved from the supervision duties as set out in A.24.1.c above.**

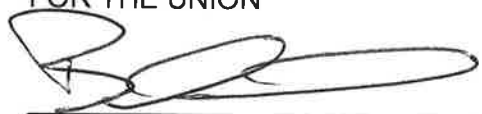
SIGNED at VERNON, British Columbia this 10th day of June, 2019.


FOR THE BOARD





FOR THE UNION





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ARTICLE E.26 PERSONNEL FILES


1. There shall be only one (1) personnel file for each ~~teacher~~ **employee**, maintained at the district office. Following review by the principal and the ~~teacher~~ **employee**, any other file relating to a ~~teacher~~ **an employee** kept at a ~~school~~ **their worksite** shall be destroyed or transferred to the district file when the ~~teacher~~ **employee** leaves that ~~school~~ **worksite**.
2. After receiving a request from a ~~teacher~~ **an employee**, the Superintendent or designate, in respect of the district file, or the principal **or supervisor** of the ~~school~~ **worksite**, in respect of any ~~school~~ file **kept at their worksite**, shall forthwith grant access to that ~~teacher's~~ **employee's** file.
3. An appropriate school board official shall be present when a ~~teacher~~ **an employee** views ~~his/her~~ **their** file, and the ~~teacher~~ **employee** may be accompanied by an individual of ~~his/her~~ **their** choosing.
4. The Board agrees that only factual material relevant to the employment and performance of the ~~teacher~~ **employee**, shall be maintained in personnel files. In the event that the ~~teacher~~ **employee** believes that any material in the file does not meet this criteria and the appropriate Board official does not agree to removal of the specified material, the ~~teacher~~ **employee** may file a grievance pursuant to Article A.6 of this Agreement. Any information relating to the employment and performance of a ~~teacher~~ **an employee**, except routine payroll and benefit information, shall be dated and signed by both the ~~teacher~~ **employee** and the Board official to note placement in said file. A copy of this material shall be given to the ~~teacher~~ **employee**.
5. When material critical of the ~~teacher~~ **employee**, or in the nature of a reprimand, is placed in the file:
 - a. the ~~teacher~~ **employee** shall be so informed and
 - b. the ~~teacher~~ **employee** may elect to attach an addendum to the material.
6. Where material critical of the ~~teacher~~ **employee**, or in the nature of a reprimand, is placed in the file, the ~~teacher~~ **employee** may request to have the material removed provided that two (2) years have elapsed from the filing, and no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.


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7. Personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to anyone other than appropriate officials of the School District for bona fide reasons.
8. Personnel files will be kept confidential.


SIGNED at VERNON, British Columbia this 10th day of June, 2019.


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E.27 STAFF ORIENTATION

1. ~~All employees, new to the staff of the Board shall receive an orientation provided by the Board.~~
The Board shall ensure that all newly hired employees, including TTOCs, receive a health and safety orientation in compliance with Occupational Health and Safety Regulations. The District Health and Safety Committee shall be consulted on the health and safety orientation materials and training.
2. Employees hired prior to the start of a school year shall be invited to participate in ~~an~~ **the district** orientation session held prior to school start up. **Employees hired during the school year will receive a district orientation package and shall be invited to participate in the next district orientation meeting offered.**
3. ~~Employees hired during the school year will receive an orientation package and shall be invited to participate in the next orientation meeting offered.~~
4. a. The orientation session and package shall be prepared by the Board and shall include, but not be limited to, information regarding the basic operation of the school district, ~~WorkSafe BC, OH&S procedures, harassment language,~~ Health and Wellness, Professional Development, and the Collective Agreement.
5. b. The Association shall be invited to participate in the preparation and presentation of the **district** orientation session and package.

SIGNED at VERNON, British Columbia this 10th day of June, 2019.


FOR THE BOARD





FOR THE UNION





SD 22 and VTA AGREED UPON LANGUAGE

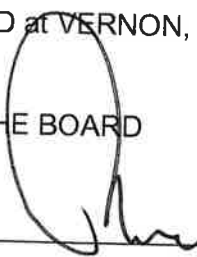

NOTE: All changes to the Collective Agreement are shown in **bold** print. Any language removed from the Collective Agreement is shown as ~~stricken through~~. The parties agree that the signed off language below will form part of the Collective Agreement upon ratification.

ARTICLE E.23 PRINCIPAL / VICE PRINCIPAL SELECTION



1. In cases of a principal **or vice principal** vacancy resulting from a retirement or resignation at a designated school, representatives as chosen by the teaching staff of that school will be included in the consultations regarding school needs.
2. The short-listing committee for school-based principal or vice principal positions shall include a representative of the Association.

SIGNED at VERNON, British Columbia this 10th day of June, 2019.

FOR THE BOARD

FOR THE UNION

SD 22 AND VTA AGREED UPON LANGUAGE

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ARTICLE C.24 LAYOFF, RECALL, AND SEVERANCE

In the matter of the accumulation and retention of Seniority, the parties agree as follows:

1. Principle of Security

- a. The Board and the Association agree that increased ~~length of service in the employment~~ **seniority as an employee** of the Board entitles ~~teachers~~ **employees** to a commensurate increase in security of ~~teaching~~ employment.

2. Layoff and Recall

- a. When for educational, budgetary, or other reasons the Board determines that it is necessary to reduce the total number of ~~teachers~~ **employees** on continuing contracts, the ~~teachers~~ **employees** to be retained on the ~~teaching~~ staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Board shall give each ~~teacher~~ **employee** it intends to lay off thirty (30) days notice in writing, such notice to be effective at the end of a school term or semester. ~~Teachers~~ **Employees** to be laid off at any time other than at the end of a term or semester will be given sixty (60) days notice of lay off. The Board shall concurrently forward a copy of such notice to the Association. In all cases, this notice will contain the reason for the termination. A list of retained teaching positions will be updated and available for all ~~teachers~~ **employees** at the spring layoff meeting.

3. ~~Teachers'~~ Right Of Recall

- a. When a position on the ~~teaching~~ staff of the District becomes available, the Board shall recall the ~~teacher~~ **employee** who has the most seniority among those laid off, provided that the ~~teacher~~ **employee** possesses the necessary qualifications for the available position. If that ~~teacher~~ **employee** declines recall, the Board shall recall the ~~teacher~~ **employee** with the next greatest seniority and the necessary qualifications, and this process shall be repeated until the position is filled. All positions shall be filled in this manner while there are laid off ~~teachers~~ **employees** who have recall rights.
- b. It shall be the responsibility of each ~~teacher~~ **employee** to keep the Board informed of changes of name, address, phone numbers, qualifications, and



experience. ~~The Board shall maintain a record of teaching assignments as of September 30th each school year.~~

- c. The Board shall make reasonable attempts by phone and email to communicate with ~~teachers~~ **employees** on recall regarding available positions prior to an offer being made. All offers shall be finalized in writing, and shall be sufficient when given by ~~email~~ **their School District email**, personal delivery, or letter mailed through Canada Post and addressed to the party receiving such offers at the address they have provided to the Board in writing. Such offers shall be effective as of the date of such personal delivery or email or on the third day following the date of such mailing.
- d. ~~A teacher~~ **An employee** who is recalled pursuant to Article C.24.3.a shall inform the Board whether or not the recall is accepted within forty-eight (48) hours of the effective date of recall notice.
- e. The Board shall allow ten (10) days, if necessary, from an acceptance of recall under Article C.24.3.c for the ~~teacher~~ **employee** to commence ~~teaching~~ duties, provided that where the ~~teacher~~ **employee** is required to give a longer period of notice to another employer, such longer period may be allowed.
- f. ~~A teacher's~~ **An employee's** right to recall is lost if:
 - i. The ~~teacher~~ **employee** elects to receive severance pay within thirty (30) months of the layoff; or
 - ii. The ~~teacher~~ **employee** refuses to accept two (2) positions for which ~~he/she~~ **they** possesses the necessary qualifications; or
 - iii. Three (3) years have elapsed from the date of layoff; or,
 - iv. The ~~teacher~~ **employee** has accepted a continuing ~~appointment~~ **contract of employment** in another school district.
- g. ~~A teacher~~ **An employee** on a continuing ~~appointment~~ **contract of employment** who accepts a ~~part-time teaching~~ position **less than their owed FTE** shall continue to have the right of recall to ~~his/her~~ **their previous allotment of time owed FTE at continuing status** and shall be offered a suitable position at that ~~previous time allotment FTE, according to the Seniority List, in order of seniority,~~ as soon as a suitable position becomes available.
 - i. There shall be no limitations on this right to recall ~~up to before October 1, September 15th.~~ After **this time October 1,** the right to recall to ~~previous time their owed FTE~~ may be exercised where it is educationally sound and administratively feasible. ~~This permits the Board to employ a teacher~~

~~on the recall list in a term specific assignment without jeopardizing the teacher's right to recall.~~

- ii. ~~After October 1 vacancies in secondary schools will be posted as single blocks. Only where it is educationally sound and administratively feasible, will an employee a teacher be permitted to exchange a current block(s) with another as a result of a posting.~~
- h. ~~Teachers hired as part-time teachers who have been laid off will be eligible for recall only to a part-time position which does not exceed their previous time, unless there are no appropriate part-time positions available.~~
- h. **Part-time employees who have been laid off will be eligible for recall only to a part-time position which does not exceed their owed FTE, unless there are no appropriate part-time positions available.**
- i. **Notwithstanding C.24.3.h above, one third of the employees on the recall list with the most seniority who were hired as part-time employees may elect to be offered a position that exceeds their previous FTE by up to 0.2.**
- j. ~~Should the situation arise that a part-time teacher employee be able to select only a position at greater time FTE than their owed FTE for the current recall process the position from which he/she was laid off, then the available position may be declined and this will not be considered a refusal under Article C.24.3.f.ii.~~
- k. ~~Article C.24.3.f.ii does not apply if at the time of such offers the teacher employee would be entitled to maternity leave or is taking, or has registered in, a minimum of fifteen (15) credits at an accredited post secondary institution, where one full semester course equals three (3) credits.~~
- 4. ~~A teacher~~ **An employee** who retains **their** rights of recall pursuant to Article C.24.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided by this Agreement by payment of the full cost of premiums for such benefit plans to the Board.
- 5. Payments for desired benefit coverage will be in full and in advance covering periods of two (2) months. Benefit coverage premium payments must be received at least ten (10) days in advance of expiry otherwise coverage will be cancelled. It will be the responsibility of the ~~teacher~~ **employee** to ensure that the costs of benefit coverage are not in arrears.
- 6. The Board reserves the right to exempt from layoff, those ~~teachers~~ **employees** in Positions of Special Responsibility, as long as such ~~teachers~~ **employees** remain in their assigned positions.

7. An employee recalled pursuant to Article C.24 shall be entitled to all sick leave credit accumulated at the date of lay off.

8. Severance Pay

- a. ~~A teacher~~ **An employee** on continuing ~~appointment~~ **contract of employment** who has one (1) or more years of continuous employment and who is laid off may elect to receive severance pay at any time before ~~the teacher's~~ **their** right to recall, pursuant to Article ~~C.24.3.f.i~~, **C.24.3.f** is lost.
- b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service to a maximum of one (1) year's salary.
 - i. Salary on which severance pay is calculated shall be based on the ~~teacher's~~ **employee's** salary at the time of ~~his/her~~ **their** layoff.
- c. ~~A teacher~~ **An employee** who receives severance pay and who is subsequently rehired by the Board shall retain any severance payment and in such case the calculation of years of service for seniority shall commence with the date of rehiring.

9. Retraining Leave

- a. ~~A teacher~~ **An employee** who is laid off shall be entitled to receive a leave of absence to obtain training in a grade level or subject area where there is a greater likelihood of demand within the district, based on consultation with the Director of Instruction for ~~Teaching Personnel~~ **Human Resources**.
- b. In the event that the ~~teacher~~ **employee** elects to take a leave of absence for such purpose, the Board shall amend the effective date of the lay-off notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.
- c. ~~The teacher~~ **An employee** shall be entitled to a leave of absence for one (1) year, or less where mutually agreed. The request for retraining leave must be made within two (2) months of the date of layoff. An extension of the leave may be arranged by mutual agreement between the ~~teacher~~ **employee** and the Board.
- d. ~~Teachers~~ **Employees** returning from retraining leave shall provide the Board with documentation from the educational institution or training facility verifying ~~the teacher's~~ **their** enrollment in ~~his/her~~ **an** approved program, as per C.24.9.a, and confirmation of completion of the said program.
- e. Should ~~a teacher's~~ **an employee's** circumstances change while on retraining leave, ~~he/she~~ **they** shall notify the Director of Instruction for ~~Teaching Personnel~~

Human Resources in a timely manner.

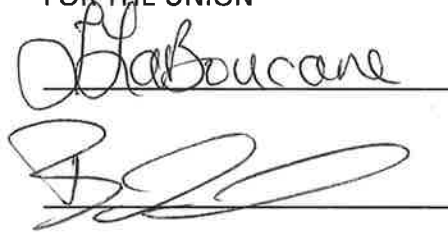
- f. Where a ~~teacher~~ **an employee** is unable to complete the approved program, the ~~teacher employee~~, the Director of Instruction for ~~Teaching Personnel~~ **Human Resources** and the Association shall in consultation, determine the amended effective date of the layoff.

SIGNED at VERNON, British Columbia this 10th day of July, 2019.

FOR THE BOARD



FOR THE UNION



SD 22 AND VTA AGREED UPON LANGUAGE

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E.21 POSTING AND FILLING VACANT POSITIONS**1. Definitions**

~~For the exclusive purpose of this Article and Articles D.4, G.26 and G.33, the terms appointment, position, assignment, vacancy, and posting are defined as below. It is understood that these terms, where used elsewhere in this Agreement, may have different meanings than as defined herein.~~

~~APPOINTMENT—An appointment is considered to be the full time, specified part time or specified term specific employment to the school district offered to a teacher.~~

~~POSITION—The school at which a teacher works as directed by the district through the personnel department with general assignment to program(s) and level(s).~~

~~ASSIGNMENT—The teaching duties, classes, courses, grade levels assigned to a teacher as part of the timetable as determined by the principal in consultation with the teacher.~~

~~VACANCY—An existing or newly created teaching assignment/position where a teacher is not assigned or is known to be absent for at least 20 teaching days and the Board intend to fill. All teachers in the district are eligible to apply for all vacancies.~~

~~POSTING—the official notification that a vacancy exists.~~

- a. ~~All postings shall be posted for a minimum period of two (2) full week days, excluding statutory holidays, prior to closing. Postings shall be available on an employment website, in all schools and centres of the School District, at the Board Office, and faxed to the V.T.A. office. Postings arising in July or August may not be sent to all schools.~~
 - i. ~~Vacancies known to be for the duration of the full school year or a full semester and which are identified prior to October 1, shall be posted as continuing assignments. All other vacancies will be posted as term specific assignments, but not to extend beyond June 30 of the school year to which the vacancy applies.~~
 - ii. ~~Vacancies identified after October 1 shall be posted as term specific assignments, not to extend beyond June 30 of the current school year.~~
 - iii. ~~If a teacher with a continuing assignment and who is above the most recent layoff line posts into a term specific assignment and the term~~

specific assignment concludes before the end of the school year, the teacher will be placed on the TTOC list. The teacher's placement on the TTOC list will be considered to be similar to a teacher on recall who has not yet been recalled for work.

- iv. ~~Teachers pursuant to E.21.1.a.iii who have accessed their 5 year rights under E.21.2.c and E.21.2.d will retain those rights until June 30 of the current school year.~~
- b. ~~Postings and application forms shall not include reference to extracurricular activities and programs.~~
- e. ~~Every posting shall contain:~~
 - i. ~~a description of the nature of appointment and vacant position, pursuant to Article E.21.1;~~
 - ii. ~~start date and, if known, end date;~~
 - iii. ~~qualifications expected of successful candidates;~~
 - iv. ~~closing date and time for receipt of application;~~
 - v. ~~name of employer representative to be contacted for further information about the position.~~
- 2. ~~The Board shall fill vacancies, other than those for positions of special responsibility, with teachers who have the necessary qualifications and/or experience to perform the duties of the vacant positions in the following order of priority:~~
 - a. ~~by seniority, employees returning from a leave of absence and employees transferred on the initiative of the Board, pursuant to Article E.24.2.~~
 - b. ~~employees requesting transfer upon recommendation of the superintendent or designate;~~
 - e. ~~employees requesting transfer who have remained in the same school five or more years provided they apply for the desired position on the employment website by the posting deadline and are above the most recent layoff line.~~
 - d. ~~part time continuing contract employees who have taught within the school district for a period of 5 years and are above the most recent layoff line may apply for any posted vacancy, regardless of the FTE level of the posted position, and will be considered in the same manner as full time continuing contract employees under Article E.21.2.e~~

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- e. ~~employees with a continuing contract and who are above the most recent layoff line, provided they apply for the desired position on the employment website by the posting deadline.~~
- f. ~~employees on the recall list pursuant to Article C.3;~~
- g. ~~teachers applying for employment.~~

3. ~~Part Time Teachers~~

- a. ~~The FTE value of all appointments shall be calculated on an annual basis.~~
- b. ~~After September 1, the appointment of a part time teacher to a similar assignment may be increased within a school without any requirement to post a vacancy by a maximum per school year of 0.4 FTE in elementary schools and 0.1406 FTE in secondary schools with the approval of the Director of Instruction for Teaching Personnel or designate. In secondary schools where students are enrolled as a cohort, such as an Academy, Resource Rooms, or Life Skills, the appointment of a part time teacher within such programs shall not be so increased in excess of 0.2812 FTE. The Association shall be notified of all such increases.~~

1. Definitions

For the purposes of this collective agreement, the terms employment status, appointment, position, assignment, vacancy, and posting are defined as below.

- a. **EMPLOYMENT STATUS** – Employment status is considered to be the nature of the employment relationship between an employee and the district. Employees are considered to be on continuing contracts of employment, temporary contracts of employment or they are working as teachers teaching on call.
- b. **APPOINTMENT** - An appointment is considered to be the full time equivalent (FTE) or specified part time employment offered to an employee by the school district.
- c. **POSITION** - The school or district program at which an employee works as directed by the district through the Human Resources Department with general assignment to program(s) and level(s).
- d. **ASSIGNMENT** - The duties, classes, courses, grade levels assigned to an employee as part of the timetable as determined by the principal or director in consultation with the employee.
- e. **VACANCY** - An existing or newly created position which is reasonably known to be more than twenty (20) teaching days in duration and the Board intends to fill.

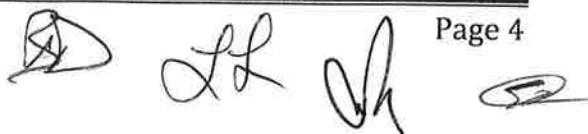
- f. **POSTING** – the official written notification to request applicants to fill a vacancy.

2. Posting Requirements

- a. Every posting shall contain:
- i. a description of the employment status, appointment and vacant position;
 - ii. start date and, if known, end date;
 - iii. qualifications expected of successful candidates;
 - iv. closing date and time for receipt of applications;
 - v. name of employer representative to be contacted for further information.
- b. Postings and application forms shall not include reference to extracurricular activities and programs.

3. Posting Vacancies

- a. All postings shall be posted for a minimum period of two (2) full week days, excluding statutory holidays, prior to closing. Postings shall be available on the district's website, on an employment website, and at the Board Office, and shall be sent electronically to the V.T.A. office and president.
- b. When identified prior to the first ten (10) teaching days of school in September, the following vacancies shall be posted as continuing positions:
- i. vacancies that arise because of the creation of a new position that is reasonably expected to extend beyond the current school year;
 - ii. vacancies that arise from an existing continuing position to which the previous incumbent will not be returning.
- c. All other vacancies will be posted as temporary positions, but not to extend beyond June 30 of the school year to which the vacancy applies.
- d. After September 15th, vacancies in secondary schools will be posted as single blocks. Only where it is educationally sound and administratively feasible, will an employee be permitted to exchange a current block(s) with another.

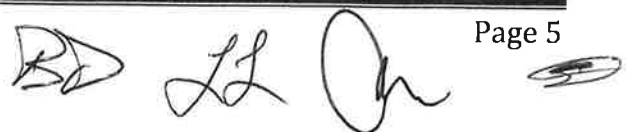


4. Filling Vacancies

The Board shall fill vacancies, other than those for positions of special responsibility, with employees who have the necessary qualifications and/or experience to perform the duties of the vacant positions in the following order of priority:

- a. by seniority, employees returning from a leave of absence and employees transferred on the initiative of the Board, pursuant to Article E.24.2; such transfers and returns from leaves would be equal to their owed FTE;
- b. employees requesting an Employee Initiated Transfer pursuant to Article E.24.3; such transfers would be equal to their owed FTE;
- c. by seniority, employees who are above the most recent layoff line and who have a continuing contract of employment but who do not have a continuing position; such placements would be equal to their owed FTE;
- d. employees requesting a transfer who have remained in the same school five (5) or more years provided they apply for the desired position on the employment website by the posting deadline and are above the most recent layoff line;
- e. part time employees with continuing contracts of employment who have taught within the school district for a period of five (5) years and who are above the most recent layoff line may apply for any posting, regardless of the FTE level of the posted position, and will be considered in the same manner as full time continuing contract employees under Article E.21.4.d;
- f. employees with a continuing contract of employment and who are above the most recent layoff line, provided they apply for the position on the employment website by the posting deadline;
- g. employees on the recall list pursuant to Article C.24;
- h. temporary contract employees who have relinquished their continuing contract status in accordance with Article C.20.3 provided they apply for the desired position on the employment website by the posting deadline;
- i. individuals applying for employment.

- 5. An employee who has a continuing contract of employment, who is above the most recent layoff line, and has been placed in a temporary position that concludes before the end of the school year will be placed on the TTOC list. The employee's placement on the TTOC list will be considered to be similar to an employee on recall who has not yet been recalled for work.**

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6. If a vacancy is posted during the school year and the successful applicant is currently employed in a position which is in conflict with the schedule of the position to be filled, the successful applicant shall commence the position at a time mutually agreed upon by the teacher and the district. The timing will consider what is educationally sound and administratively feasible, and will be no later than the next natural break or term/semester end.
7. **Part-Time Employees**
- a. After September 15th, the FTE of a part-time employee may be increased within their current school or district program by a maximum of 0.4 annualized FTE per school year. The Association shall be notified of all such increases.
- b. Before any vacancies are filled through application of Article E.21.7.a, they must first be offered to an employee on the recall list pursuant to Article C.24 so long as the recall employee has the necessary qualifications and/or experience and the employee's current work schedule would permit.
8. **Annualized FTE**

The FTE value of all appointments will be calculated on an annual basis.



- a. Continuing contract employees transferring to a continuing contract position in E.21.4.d, e, or f will assume the FTE of their new position.
- b. Part-time continuing contract employees who are awarded additional positions at a higher FTE will have the increased FTE included in the calculation of their new owed FTE.

SIGNED at VERNON, British Columbia this 10th day of July, 2019.

FOR THE BOARD




FOR THE UNION

MID-CONTRACT MODIFICATION

BETWEEN:

The British Columbia Public School Employers' Association
(hereinafter referred to as "BCPSEA")

AND:

The Board of Education of School District No. 22 (VERNON)
(hereinafter referred to as the "District")

AND:

The British Columbia Teachers' Federation
(hereinafter referred to as the "BCTF")

AND:


Vernon Teachers Association
(hereinafter referred to as the "VTA")

**The parties hereby agree to the following amendments to the 2013-2019
Collective Agreement:**

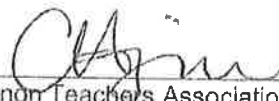
ARTICLE C.20	EMPLOYMENT ON CONTINUING CONTRACT	The language has been amended to introduce a temporary contract employee.
ARTICLE C.25	EMPLOYMENT ON TEMPORARY CONTRACT	A new article has been added to address the addition of temporary contracts, including conversion rights
ARTICLE C.26	TEACHER TEACHING ON CALL EMPLOYMENT CONDITIONS	A new article has been added to clarify the employment conditions of TTOC's

The Articles listed above are attached and it is the intention of the parties to include these amended articles in the 2019-2022 Collective Agreement.

Agreed to on: July 10, 2019


School District No. 22 (VERNON)


BCPSEA


Vernon Teachers Association


BCTF

July 10, 2019

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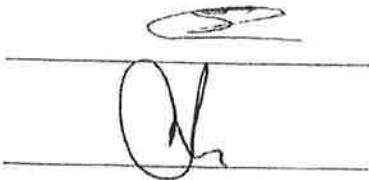
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ARTICLE C.20 EMPLOYMENT ON CONTINUING CONTRACT

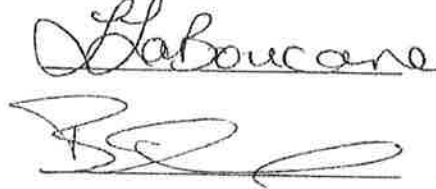
1. All employees who are hired to the district, except for teachers teaching on call or temporary contract employees, shall be granted a continuing contract of employment.
2. Temporary contract employees will be granted a continuing contract of employment when they become eligible, in accordance with Article C.25.
3. A continuing contract employee relinquishes their continuing contract status when they are the successful applicant for a temporary contract position. They will become a temporary contract employee and have the rights of a temporary contract employee in accordance with Article C.25. These employees will retain all accumulated seniority and sick leave credits.
- ~~1— All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment, except for teachers teaching on call employed in accordance with this Agreement.~~
- ~~2— The Board may employ teachers teaching on call on a day to day basis. Pursuant to the conditions in this Agreement, to replace continuing contract teachers who are absent for an indefinite period, or for a definite period of less than 20 teaching days.~~
- ~~3— When a teacher teaching on call has taught in a position of indefinite absence for 20 teaching days, the teacher teaching on call shall remain in the position unless it is posted, and shall be entitled to salary on scale retroactive to the commencement of the assignment.~~
- ~~4— When it is reasonably known that the indefinitely absent teacher will not return to the District for at least five (5) months, the position will be posted and filled with a continuing contract teacher.~~
- ~~5— Teachers teaching on call who are appointed to positions of indefinite absence which exceed five continuous months, shall eventually be given continuing appointments, retroactive to the beginning appointment date, at the completion of the assignment or end of school year.~~

SIGNED at VERNON, British Columbia this 10th day of July, 2019.

FOR THE BOARD



FOR THE UNION



July 10, 2019

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ARTICLE C.25 EMPLOYMENT ON TEMPORARY CONTRACT

1. The district may hire an employee on a temporary contract in the following circumstances:
 - a. to fill a vacancy reasonably known to be twenty (20) teaching days or more, arising on or after the tenth (10th) teaching day of the school year, which the employer intends to fill;
 - b. to replace an employee who is absent on a paid or unpaid leave of absence of twenty (20) teaching days or more; or
 - c. any vacancy not defined as continuing per Article E.21.3.
2. Temporary contracts will not exceed one (1) school year. At the expiration of the temporary contract, the contract will be deemed to be terminated. Such contracts will end at the conclusion of the school year, the date identified in the posting, or the full return of the incumbent.
3. After ten (10) consecutive months on temporary contracts in one (1) school year, an employee will be placed on a continuing contract of employment if the employee is appointed to a temporary contract within the next school year.
 - a. Ten (10) consecutive months is defined as continuous employment on temporary contracts that commence in the first five (5) teaching days in September and continue without a break for a full school year. Administrative or non-instructional day(s) do not constitute a break in service.
 - b. The first five (5) teaching days of semester two (2) in secondary schools will be treated the same as the first (5) teaching days in September as stated in C.25.3.a.
 - c. Upon appointment to a position the next school year, the employee's owed FTE for their continuing contract will be determined on June 30th of that school year. The employee's owed FTE will be annualized using the total FTE worked in that school year.



July 10, 2019

4. Temporary contract employees who have relinquished their continuing employment status in Article C.20.3 and subsequently are the successful applicant for a position shall be placed on a continuing contract of employment. The employee's owed FTE will be annualized using the total FTE worked in that school year.
5. Employees on temporary contracts of employment will be paid on scale in accordance with Article B.1 of this Agreement and shall be required to attend any non-instructional day(s) and administration day(s) during their contract and be paid for such day(s).
6. Employees on temporary contracts of employment are entitled to all leave provisions in accordance with Articles A.8, A.10, A.22, A.25 and Article G. At the end of a temporary contract of employment, accumulated sick leave credits may only be used in subsequent contracts. Employees on approved leaves will have continuous service credited towards their ten (10) consecutive months with the exception of entire months of approved Discretionary Leave of Absences Long Term Article G.31.
7. Employees on temporary contracts of employment which have a duration of three (3) months or more will be enrolled in the benefits plan in accordance with Article B.11. Benefits coverage will continue so long as the employee is rehired within one (1) school month of the termination of their temporary contract. Employees who are not rehired within one (1) school month may elect to continue to receive benefits provided that they pay for the premiums.
 - a. As soon as it is reasonably known that the temporary contract of employment will last three (3) or more months, the employee shall be enrolled in the benefits plan.
 - b. Where the employer is not providing paid benefits, the employee will continue to receive compensation in lieu of benefits as per Article B.2.5.

SIGNED at VERNON, British Columbia this 10th day of July, 2019.

FOR THE BOARD



Handwritten signature of a Board representative over a horizontal line.

FOR THE UNION



Handwritten signature of a Union representative over a horizontal line.

July 10, 2019

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NOTE: All changes to the collective agreement are shown in **bold** print. Any language removed from the collective agreement is shown as ~~stricken through~~. The parties agree that the signed off language below will form part of the collective agreement upon ratification.


ARTICLE C.26 TEACHER TEACHING ON CALL EMPLOYMENT CONDITIONS

- 1. The Board may employ teachers teaching on call (TTOC's) on a day to day basis to replace absent employees when the end date of the absence is unknown or when the length of the absence is known to be twenty (20) teaching days or less.**
- 2. When a TTOC is working on a day to day basis in the same position and it is reasonably known that the position will continue for more than twenty (20) days, the position will either be posted to be filled by an employee on a temporary contract of employment or the TTOC will continue and be appointed to a temporary contract of employment after the twentieth (20) day in the position.**
- 3. For the purposes of conversion to a continuing contract of employment, an employee who is appointed to a temporary contract pursuant to Article C.26.2 will be deemed to have started that temporary contract at the beginning of their placement in that position.**

SIGNED at VERNON, British Columbia this 10th day of July, 2019.

FOR THE BOARD





FOR THE UNION

