

Letter of Understanding

Between

Vernon Teachers' Association
And
British Columbia Teachers' Federation

And

Board of Education of School District No. 22 (Vernon)
And
British Columbia Public School Employers' Association

Mid Contract Modification to:

July 1, 2022 – June 30, 2025

The parties agree to the following amendments:

1. Replace **teacher** with **employee** in the following articles:

Local provisions for the following provincial articles: A.8, B.7, B.9, B.10, B.11, C.2, G.4;

Local articles: A.20, A.25, A.32, B.20, B.21, B.22, B.23, B.24, C.21, C.22, C.23, D.20, D.21, D.23, D.25, D.27, D.28, D.29, D.30, E.21, E.28, E.29; G.20, G.21, G.23, G.24, G.25, G.26, G.27, G.28, G.29, G.30, G.31, G.32, G.33, G.36, G.37.

The parties agree that this wording change is intended to provide more inclusive language but does not change the operation or application of any amended article or unchanged article, whether the employee is a certified teacher or not.

2. Replace **teaching** with **employment** in the following articles:

Local provisions for the following provincial articles: C.2;

Local articles: A.25, A.31, C.22, C.24, E.29, G.26, G.33, G.36.

The parties agree that this wording change is intended to provide more inclusive language but does not change the operation or application of any amended article or unchanged article, whether the employee is a certified teacher or not.

3. Amend **ARTICLE B.11.11 BENEFITS** as follows:

11. Salary Indemnity Plan

Participation in the B.C.T.F. ~~Teachers~~ Salary Indemnity Plan shall be a condition of employment for all employees appointed to the District after January 1, 1978. The premiums for this plan shall be paid totally by the employees. The Board shall remit monthly to the B.C.T.F. (Salary Indemnity Fund) the employees' share of the savings resulting from reduced Unemployment Insurance Premiums.

4. Amend **ARTICLE C.22.1 DISMISSAL – PERFORMANCE** as follows:

1. Where a Board considers that the learning situation in a class or classes of an employee is less than satisfactory, the Board shall not dismiss that employee except where the Board has received three (3) consecutive reports pursuant to Article E.25 of this Agreement indicating that their ~~teacher~~**employment** performance is considered less than satisfactory.

The parties agree that this wording change is intended to provide more inclusive language but does not change the operation or application of any amended article or unchanged article, whether the employee is a certified teacher or not.

5. Amend **ARTICLE C.23.2 PART-TIME ~~TEACHING~~EMPLOYMENT** as follows:

2. When a request under Article C.23.1 is granted by the Board, the employee shall be deemed to be on leave of absence status in respect of the balance of the full-time appointment; and shall be entitled to return to a similar full-time assignment, although not necessarily in the same school, at the expiration of that period of time for which the Board has made the part-time assignment. The employee may return to a full-time assignment at an earlier date or may extend the period of part-time ~~teacher~~**employment**, by agreement with the Board.

The parties agree that this wording change is intended to provide more inclusive language but does not change the operation or application of any amended article or unchanged article, whether the employee is a certified teacher or not.

6. Amend **ARTICLE C.24.3.i LAYOFF, RECALL, AND SEVERANCE** as follows:

- 3.i. Notwithstanding C.24.3.h above, one third of the employees below the most recent lay-off line with the most seniority who were hired as a part-time employees may elect to be offered a position that exceeds their previous FTE by up to 0.2.

7. Amend **ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING** local provisions as follows:

Local Provisions:

4. The Association shall pay \$35.00 per full-time equivalent teacher and \$35.00 per every five part-time employees into the funds that shall be administered as per F.21.

F.1 Transitional Funding – In effect July 1, 2022 to June 30, 2024

5. 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.

- a. contributions will be calculated on September 30th of the school year to determine the Board and V.T.A. contributions. Allocations will be re-examined January 30 and appropriate adjustments made at that time for new staff hired to the District.

8. Amend **ARTICLE F.21.3 PROFESSIONAL DEVELOPMENT - ADMINISTRATION AND FUNDING** as follows:

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 as per F.1 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 re-examined January 30 and appropriate adjustments made at that time for new staff hired to the District.~~

- eb. 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.

- dc. Any surplus shall not be used to reduce either the Board or Association contributions in future years unless mutually agreed upon.

The parties agree to the following housekeeping:

1. Capitalize **Teacher Teaching on Call** in the following articles:

Local provisions for the following provincial articles: A.8, C.2, D.2, G.4;

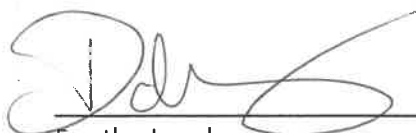
Local articles: A.22, A.25, B.22, B.24, C.20, C.26, D.26, E.21, E.25, F.23, G28, G.30, G.32.
2. Capitalize **Principal** and **Vice Principal** in the following articles:

D.27, E.23.
3. Renumber **ARTICLE B.1.4 Salary Grids** to **ARTICLE B.1.10 Salary Grids**.
4. Amend **Article D.4.5 PREPARATION TIME** local provisions as follows:
 5. Full time elementary teachers will receive preparation time of not less than 100 minutes per week (110 minutes per week effective June 30, 2019 **and 120 minutes per week effective July 1, 2023**), taken from the normal instructional time of 1425 minutes per week.
 - a. Such preparation time shall be provided as follows:
 - i. 100 minutes weekly (110 minutes weekly effective June 30, 2019 **and 120 minutes weekly effective July 1, 2023**) in periods of not less than 30 minutes;
 - ii. The structure, timing and organization of the dates and periods of preparation, will be done at a school level.
5. Amend **ARTICLE D.4.6 PREPARATION TIME** local provisions as follows:
 6. The instructional assignment of a part-time elementary teacher shall be the pro-rated portion of 1325 minutes per week (1315 minutes per week effective June 30, 2019 **and 1305 minutes per week effective July 1, 2023**) in relation to the percentage of the teacher's appointment.
6. Amend **ARTICLE G.26.6.a PAID EDUCATIONAL LEAVE** as follows:
 - 6.a. Applications for full or part year educational leave must be received prior to January +1 of the school year preceding the year for which the leave will be granted.

7. Amend **ARTICLE G.36 LEAVES – OTHER** as follows (add colon after each leave type):

1. A teacher may request and shall be granted a leave of absence with pay for any of the following reasons:
 - a. Examinations: To write an examination in a subject related to the employment assignment. A maximum of one (1) day.
 - b. Convocation: To receive a degree or diploma from an educational institution or to be present when a member of the employee's immediate family (child, spouse, sibling, parent) receives a degree or diploma. A maximum of one (1) day.
 - c. Competitions: To participate (plan, coach, referee, manage, or train) in a national or international competition. The employee will be required to present a letter from the representative group confirming that the individual's participation is needed and confirming that the function is a national or international competition.
 - d. Citizenship: To attend a ceremony where the employee is granted Canadian citizenship. A maximum of one (1) day.
 - e. Marriage: To attend the employee's own marriage, should this occur on a school day. A maximum of one (1) day.
 - f. Educational Activities: To give an address on educational matters or to attend workshops, conferences or conventions. A maximum of two (2) days.
Any requests for leave in excess of five (5) days must be referred to the Board for a final decision.


Date: Apr 16, ²⁰²⁵~~2024~~




For the Local



For the Board



For the BCTF



For the BCPSEA