

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.

SD 22 AND VTA PACKAGE FOR SETTLEMENT

The Articles included in this Package for Settlement represent a resolution to all outstanding items tabled by both SD22 and the VTA. Any items not included in this Package are deemed to be withdrawn.

ARTICLE A.33 RIGHT OF REPRESENTATION

1. An employee 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 employee and a representative of the employer. **The employee has the right to be informed of the purpose of the meeting and has the right to request such information.**

2. **An employee will be informed of their entitlement to representation during any meeting relating to an investigation, where the employee is asked to provide information.**

33. An employee, or their representative, shall have the right to suspend or postpone a meeting between the employee and a representative of the employer in order to seek timely assistance, advice, or information from the Association.

43. When such meetings are held during instructional hours, the representative(s) of the Association and the affected employee(s) shall be released from professional duties without loss of pay.



ARTICLE C.24.3

RIGHT OF RECALL

3. Right of Recall

- a. When a position on the staff of the District becomes available, the Board shall recall the employee who has the most seniority among those laid off, provided that the employee possesses the necessary qualifications for the available position. If that employee declines recall, the Board shall recall the 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 employees who have recall rights.
- b. It shall be the responsibility of each employee to keep the Board informed of changes of name, address, phone numbers, qualifications, and experience.
- c. The Board shall make reasonable attempts by phone and email to communicate with 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 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. 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 employee to commence duties, provided that where the employee is required to give a longer period of notice to another employer, such longer period may be allowed.
- f. An employee's right to recall is lost if:
 - i. The employee elects to receive severance pay within thirty (30) months of the layoff; or
 - ii. The employee refuses to accept two (2) positions for which they possess the necessary qualifications; or
 - iii. Three (3) years have elapsed from the date of layoff; or,
 - iv. The employee has accepted a continuing contract of employment in another school district.

- g. An employee on a continuing contract of employment who accepts a position less than their owed FTE shall continue to have the right of recall to their owed FTE and shall be offered a suitable position at that FTE, in order of seniority, as soon as a suitable position becomes available.

There shall be no limitations on this right to recall up to September 15th. After this time, the right to recall to their owed FTE may be exercised where it is educationally sound and administratively feasible.

Only where it is educationally sound and administratively feasible, will an employee be permitted to exchange a current block(s) with another as a result of a posting.

- 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 below the most recent lay-off line 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 employee be able to select only a position at greater FTE than their owed FTE for the current recall process, 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 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.
- l. **An employee shall not be considered to have refused a recall offer as per C.24.3.f.ii if the offer requires work at two or more worksites within a single day.**



ARTICLE D.27 STAFF MEETINGS

For the purposes of this article, a staff meeting is considered to be a meeting called by the Principal or Vice Principal, outside of regular instructional hours, whereby employees are required to attend, unless excused by the Principal or Vice Principal. Regularly scheduled Primary and Intermediate team meetings are also defined as staff meetings.

1. The Principal or Vice-Principal shall give at least seven (7) days notice of a regular staff meeting. Where seven (7) days advance notice is not given, employees shall make reasonable efforts to attend the meeting.
2. An agenda of items shall be given to employees two (2) school days prior to any regular staff meeting. ~~In the interests of efficient use of time, consideration should be given to the sharing of information by means other than staff meetings.~~
3. Employees shall have the right to place items on the agenda.
4. **In the interests of efficient use of time, Principals and Vice Principals will endeavour to communicate informational items by means other than staff meetings. Employees are responsible for reviewing communication provided by Principals and Vice Principals.**
5. 4. Written minutes of staff meetings shall be kept and copies shall be provided to all staff.
6. ~~5.~~ Staff meetings shall be held only on school days as defined by the school year calendar.
7. ~~6.~~ Staff meetings shall not be scheduled to commence more than one half (1/2) hour prior to the beginning of classes nor shall they last longer than one (1) hour and forty-five minutes (45) after the dismissal of the students.
8. **On the first instructional day in September, when students are dismissed early, a staff meeting will end no later than the normal dismissal time for students. An agenda of items shall be given to employees two (2) weekdays prior to the staff meeting.**
9. ~~7.~~ Attendance at staff meetings which extend beyond the time frames set out in Article D.27.6 is not required.
10. ~~8.~~ Employees shall attend a maximum of eighteen (18) staff meetings per school calendar year, except:



- a. in the case of an emergency in which there is a risk to staff and/or students; or
 - b. where an issue arises which the Staff Committee agrees merits an additional staff meeting.
11. ~~9.~~ Employees shall not be required to attend staff meetings during recess and/or breaks, or during the lunch intermission, and on professional development days, except in the case of 8.a above.
12. ~~10.~~ Employees working less than 0.5 FTE shall attend staff meetings proportional to their FTE; the meetings requiring attendance will be determined by the Principal in consultation with the teacher.
13. ~~11.~~ Employees assigned to more than one site shall schedule their staff meeting attendance in consultation with the Principals involved.
14. ~~12.~~ Employees who have not been in attendance at a staff meeting shall be responsible for apprising themselves of the staff meeting agenda and the subsequent minutes of the staff meeting.



E.21 POSTING AND FILLING VACANT POSITIONS

1. Definitions

For the purposes of the 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 posting 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 of **0.2 FTE or greater** 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. by seniority, employees on the recall list pursuant to Article C.24; and employees who are both below the layoff line and in positions which are retained.
 - i. Employees who are retained may apply for any posting and will be considered, provided they possess the necessary qualifications, for the positions available and in accordance with Article C.24.3.1.
 - h. temporary contract employees who have relinquished their continuing contract status in accordance with Article ~~C.20.3~~ C.20.3 provided they apply for the desired position on the employment website by the posting deadline;
 - i. **teachers teaching on call and** individuals applying for employment.
5. An employee who has a continuing contract of employment, who is above the most recent layoff line, and is 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.
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. **Prior to September 16th the FTE of a part time employee above the most recent layoff line may be increased within their current site/work location by**

less than 0.15 FTE annualized FTE per school year without a posting. The Association shall be notified of all such increases.

- a. b. After September 15th, the FTE of a part-time employee may be increased within their current work site/situation by a maximum of 0.4 annualized FTE per school year. The Association shall be notified of all such increases.
- b. c. Before any vacancies are filled through application of Article E.21.7.b, 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.



ARTICLE E.26 PERSONNEL FILES

1. There shall be only one (1) personnel file for each employee, maintained at the district office. Following review by the principal and the employee, any other file relating to an employee kept at their worksite shall be destroyed or transferred to the district file when the employee leaves that school.
2. After receiving a request from an employee, the Superintendent or designate, in respect of the district file, or the principal or supervisor of the worksite, in respect of any file kept at their worksite, shall forthwith grant access to that employee's file.
3. An appropriate school board official shall be present when an employee views their file, and the employee may be accompanied by an individual of their choosing.
4. The Board agrees that only factual material relevant to the employment and performance of the employee, shall be maintained in personnel files. In the event that the 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 employee may file a grievance pursuant to Article A.6 of this Agreement. Any information relating to the employment and performance of an employee, except routine payroll and benefit information, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of this material shall be given to the employee.
5. When material critical of the employee, or in the nature of a reprimand, is placed in the file:
 - a. the employee shall be so informed and
 - b. the employee may elect to attach an addendum to the material.
6. Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the 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. Written response shall be provided, including a rationale if the request is denied.**
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.



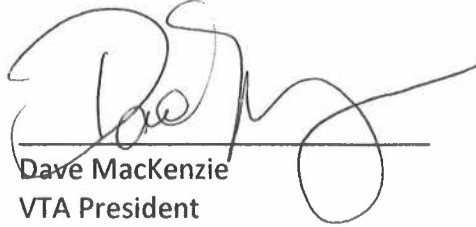
SIGNED at VERNON, British Columbia this 12th day of December, 2024.

FOR THE BOARD



Malcolm Reid
Director of Human Resources

FOR THE UNION



Dave MacKenzie
VTA President



