

LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No. 83 (North Okanagan-Shuswap)
(hereinafter referred to as the "District")

AND

The North Okanagan-Shuswap Teachers' Association
(hereinafter referred to as the "Local")

The parties hereby agree to recommend the following amendments to the 2011-2013 Collective Agreement:

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, and shall be included in the 2013 – 201X Working Document.

1. E.12 Posting and Filling: Vacant Positions
 - a) E.12.4.b - Letter of Understanding regarding grandfathering process for the transition from five year out to seven year long service provision.
2. E.14 Employer Initiated Transfer
3. E. 23 Teacher Declared Surplus
4. E.24 Reassignment of Teachers in a School Closure Situation
5. New return from leave language inserted into or to replace the following leave provisions:
 - a. G.16 Sick Leave
 - b. G.17 Maternity Leave
 - c. G.18 Parenthood Leave
 - d. G.26 Self-Funded Leave Plan
 - e. G.27 Educational Leave

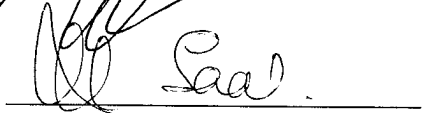
6. C. 16 – Temporary Contract Teachers: Letter from employer regarding commitment to enter Mid-Contract Modification (MCM) negotiations after bargaining has been concluded.

Agreed January 16, 2014

**Board of Education of
School District No. 83**





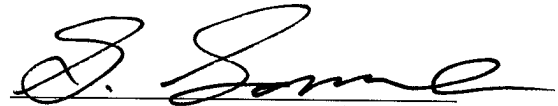
 Sav.

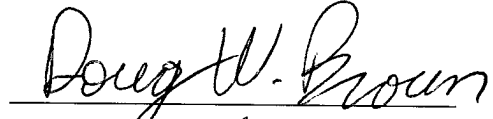
 Blears




**North Okanagan-Shuswap
Teachers' Association**





 Doug W. Brown





**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

January 16, 2014

Mr. Graham Gomme, NOSTA Bargaining Chair
Ms. Brenda O'Dell, NOSTA President
North Okanagan-Shuswap Teachers Association
Salmon Arm, BC

Re: Intent to Enter Mid-Contract Modification (MCM) C.16

Dear Mr. Gomme and Ms. O'Dell:

This letter will confirm that the district will enter into discussions with the union regarding Article C.16 (Temporary Contract Teachers) according to the Mid-Contract Modification (MCM) process. We would not intend to initiate these discussions until after the current round of local negotiations are concluded, and ideally would wish these to occur as soon as possible after ratification of a Provincial Agreement. We look forward to your response to this proposal.

Regards,

Glenn Borthistle,
Superintendent of Schools



**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

Letter of Understanding

Between

North Okanagan-Shuswap Teachers' Association (the "Local")

AND

**The Board of Education of School District No. 83 (North Okanagan-Shuswap)
(the "Board")**

The parties have agreed to changes in Article E.12 Posting and Filling: Vacant Positions.

The purpose of this LOU is to provide additional information regarding the implementation and application of the changes related to the deletion of the "Placement of teachers who have been teaching outside of Salmon Arm for five (5) years or more, " and the inclusion of "Placement of teachers who have been teaching at one location for seven (7) years or more."

The changes are effective for the staffing process for the 2014/15 school year and subsequent school years. If commencing for the 2015/16 school year, all dates will be moved forward one year.

1. The parties agree to temporarily grandfather placement rights for teachers who have been teaching outside of Salmon Arm for five (5) years or more as follows:
 - a) The parties will prepare and agree upon a list of eligible teachers by March 31, 2014. Teachers will remain on this list until they lose their eligibility.
 - b) Teachers who have been teaching outside Salmon Arm for five (5) or more years by June 30, 2014, will have their application considered at the same order of priority as teachers who have been teaching at one location for seven (7) years or more until June 30, 2017.
 - c) Teachers who have been teaching outside Salmon Arm for five (5) or more years by June 30, 2015, will have their application considered at the same order of priority as teachers who have been teaching at one location for seven (7) years or more until June 30, 2017.
 - d) Teachers who have been teaching outside Salmon Arm for five (5) or more years by June 30, 2016, will have their application considered at the same order of priority as teachers who have been teaching at one location for seven (7) years or more until June 30, 2017.
 - e) Any teacher that is eligible for this placement right may only use this advanced order of placement for one posted vacancy, including all temporary or term postings, during the eligible period of time.

- f) As of June 30, 2017, all preferential order of placement from this deleted clause will be removed.
2. The parties agree to the following interpretation of the "Placement of teachers who have been teaching at one location for seven (7) years or more."
- a) Teaching at one location must be continuous.
 - b) Teaching for seven (7) years or more does not include time on the following leaves:
 - Self-Funded / Deferred Salary
 - Leave for Elected Office or Community Service
 - Parenthood, Not including Parental Leave from Part 6 ESA
 - Extended Maternity, Not including Pregnancy Leave from Part 6 ESA
 - Secondments, which are not counted as teaching experience for salary purposes
 - Personal
 - c) Leaves are not considered a break in continuous service.

For example, a teacher posts into a school September 2006 and continues through June 2010. The teacher then takes a personal leave from September 2010 through June 2011 and returns to their position in September 2011 and continues at this same location. The teacher's application would be eligible for advanced order of placement for posted vacancies commencing September 2014.

3. It is a teacher's responsibility to identify on the application for posted vacancies that they are applying for advanced order of placement. The Human Resources Department will confirm eligibility of advanced order of placement.

DATED at Salmon Arm this 16 day of January, 2014



Board of Education of School District No. 83



North Okanagan-Shuswap Teachers' Association



**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

**COLLECTIVE AGREEMENT NEGOTIATIONS
FOR THE RENEWAL OF THE
2011-2013 COLLECTIVE AGREEMENT**

**Between the
Board of Education of School District No. 83 (North Okanagan-Shuswap)
and
North Okanagan Teachers' Association**

The parties agree to recommend for ratification the following change to the collective agreement.

Article E.12 Posting and Filling: Vacant Positions

1. A "vacancy" is deemed to exist whenever a new position is created or whenever a teacher in an existing position leaves a school or leaves the bargaining unit.
2. All vacancies to take effect at the start of a school year and identified prior to June 30th shall be posted as soon as reasonably possible, on the district website and an electronic copy sent to all schools and the Local office. Vacancies of one (1) month or greater identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted on the district website and an electronic copy sent to the Local office.
4. In filling vacant positions, the Employer shall proceed in the following order of priority:
 - a. Placement of the NOSTA President;
 - b. Placement of teachers who have been teaching at one school seven (7) years or more.
 - c. Placement of teachers declared surplus as per E.23;
 - d. Placement of continuing teachers;
 - e. Teachers on layoff.
 - f. The Employer will consider applications for any remaining vacancies from Teachers- on- Call, and others.

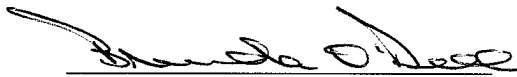
5. The Employer recognizes the instructional contributions of Teachers-on-Call and will notify Teachers-on-Call of the procedure concerning posting and filling upon placement on the Teachers-on-Call list. The Employer, in striving to hire the best possible candidate for teaching positions, will make information available concerning vacancies to Teachers-on-Call. The Employer will seriously consider applications for any vacancies from Teachers-on-Call, and others.
6. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position. Necessary qualifications are defined in Article C.3.1.a.
7. Positions becoming vacant during the school year may be filled on a temporary basis. The successful applicant shall fill the position at any time deemed by the Employer to be appropriate but not later than at the beginning of the next school year.
8. Notwithstanding the foregoing, a teacher who is less than full time may be assigned any fraction up to .5 of F.T.E. and such fraction shall not be deemed to be a vacancy.

**Board of Education of
School District No. 83**



DATE January 16, 2014

**North Okanagan-Shuswap
Teachers' Association**



DATE January 16, 2014



**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

**COLLECTIVE AGREEMENT NEGOTIATIONS
FOR THE RENEWAL OF THE
2011-2013 COLLECTIVE AGREEMENT**

**Between the
Board of Education of School District No. 83 (North Okanagan-Shuswap)
And
North Okanagan Teachers' Association**

The parties agree to recommend for ratification the following change to the collective agreement.

Article E.14 Employer Initiated Transfers

1. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
2. A District official intending to recommend a forced transfer to a teacher shall, at the request of the teacher, meet with the teacher at least five (5) days prior to the recommendation being placed before the Employer. The nature of the transfer and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the Local. The teacher shall have the opportunity to consider the matter and reply within forty-eight (48) hours of the meeting.
3. Transfers initiated by the Employer shall be completed prior to a vacancy being posted.
4. Unless exceptional circumstances exist, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for four (4) school years.
5. In the event of an Employer initiated transfer of more than twenty (20) kilometers, the Employer shall provide, upon request, a letter for taxation purposes.

**Board of Education of
School District No. 83**



Date January 16, 2014

**North Okanagan-Shuswap
Teachers' Association**



Date January 14, 2014



**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

**COLLECTIVE AGREEMENT NEGOTIATIONS
FOR THE RENEWAL OF THE
2011-2013 COLLECTIVE AGREEMENT**

**Between the
Board of Education of School District No. 83 (North Okanagan-Shuswap)
And
North Okanagan Teachers' Association**

The parties agree to recommend for ratification the following change to the collective agreement.

Article E.23 Teachers Declared Surplus

If the number of teachers at a school or district program exceeds the staffing allocation assigned to the school or district program, the following surplus process will apply:

1. School teaching staff, including members on leave, will be invited to a special meeting held with the school principal before May 15th to discuss the surplus situation.
2. The teachers to be retained on staff shall be those who have the greatest seniority provided they have the qualifications necessary for the positions available.
 - a. The necessary staff reductions may be brought about internally by teachers who voluntarily indicate:
 - Planned retirement
 - Leaves of absence
 - Part-time employment
 - Voluntary transfer (posting process)
 - Shared assignments
 - b. If internal solutions cannot be found, teachers may elect to volunteer to be declared surplus. In cases in which the number of teachers electing to volunteer to be declared surplus exceeds the number of positions declared surplus at a school, the volunteer teacher(s) with the greatest seniority shall be considered as surplus.
 - c. If internal solutions and volunteer teachers are not sufficient, teachers who have least district seniority will have their names forwarded to the Superintendent or designate to be considered as surplus.

3. Teachers declared surplus by the employer, will apply to posted vacancies and be placed according to procedures in E.12.
4. To create vacancies for teachers declared surplus, the employer will lay off teachers in accordance with Article C.3.
5. Should a teacher, declared surplus by the employer, fail to secure a position by the start of the school year the district will reserve the right to place the teacher, after a meeting to discuss the nature and reasons for the placement, in any vacancies the teacher is qualified to teach with equivalent or greater FTE. This may include an employer initiated transfer according to E.14.
6. Teachers declared surplus shall be given first right of refusal to return to their previous position if it is reinstated within one full school year.
7. If an employee is required to assume teaching responsibilities that are significantly different than their present position, the local will be informed and the teacher may request to consult with the principal regarding a support plan for their new position.
8. Teachers will not be declared surplus by the employer for arbitrary or capricious reasons.

**Board of Education of
School District No. 83**

GB Hittle

Date *January 16, 2014*

**North Okanagan-Shuswap
Teachers' Association**

Brenda O'Leary

Date *January 16, 2014*



**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

**COLLECTIVE AGREEMENT NEGOTIATIONS
FOR THE RENEWAL OF THE
2011-2013 COLLECTIVE AGREEMENT**

**Between the
Board of Education of School District No. 83 (North Okanagan-Shuswap)
And
North Okanagan Teachers' Association**

The parties agree to recommend for ratification the following change to the collective agreement.

Article E.24 Reassignment of Teachers in a School Closure Situation

1. In a situation where a school is closed, teaching vacancies will not be declared until the teachers affected by the school closure have been considered for reassignment.
2. Teachers will be reassigned, with current F.T.E., to the new enrolling school(s) where the students have transferred.
3. All other subsequent staff changes would apply as per the collective agreement

**Board of Education of
School District No. 83**



Date January 16, 2014

**North Okanagan-Shuswap
Teachers' Association**



Date January 16, 2014



**The Board of Education of
School District #83 (North Okanagan-Shuswap)**

P.O. Box 129 ~ 220 Shuswap St. N.E. ~ Salmon Arm, B.C. V1E 4N2
Phone: (250) 832-2157 Confidential Fax: (250) 832-3751

**COLLECTIVE AGREEMENT NEGOTIATIONS
FOR THE RENEWAL OF THE
2011-2013 COLLECTIVE AGREEMENT**

**Between the
Board of Education of School District No. 83 (North Okanagan-Shuswap)
And
North Okanagan Teachers' Association**

The parties agree to recommend for ratification the following change to the collective agreement.

Article G.16 Sick Leave

1. Sick leave with pay is earned on the basis of 1.5 days for each month taught by the teacher in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.
2. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher.
3. When an Employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Employer upon expiration of such leave of absence or layoff, he/she shall not receive sick leave allowance for the period of such absence, but shall retain his cumulative allowance, if any, existing at the time of such leave or layoff. Any credits which have been ported from SD No. 83 to another district pursuant to PCA Article G.1 shall not be available to the teacher. Pursuant to PCA article G.1, an employee who is rehired to SD No. 83 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
4. There is no maximum to the number of days sick leave that may be accumulated or used. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed 120 days.
5. Each teacher shall receive by October 31st an annual statement of his/her accumulated sick leave as of June 30th.
6. In each year, fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of the school year. Teachers commencing employment with the District during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.

7. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.
8. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.
9. Sick leave accumulated and unused prior to June 30, 1990 shall be carried forward on behalf of each teacher.
10. On return from the sick leave, under the terms of this agreement, the teacher will be assigned to the position that he/she would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

Article G.17 Maternity Leave

1. Short-Term Maternity Leave

- a. A pregnant teacher shall be granted, upon request, a leave of absence as provided for in the ***Employment Standards Act***.
- b. At the time of requesting the leave, the teacher may elect to return on a date which would coincide with the commencement of the term, semester, or the first day of school following the spring break or Christmas break which first succeeds the statutory maternity leave. Such leave will be granted on the same conditions provided for in the ***Employment Standards Act***. A teacher on short term maternity leave shall receive experience recognition for the duration of this leave.

2. Extended Maternity Leave

- a. Teachers granted leave under the above mentioned paragraphs, who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31st in respect to leave expiring on June 30th.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months with return to coincide with the commencement of a term or semester.
- c. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Employer four (4) weeks in advance except in respect to leave expiring June 30th where notice shall be given by May 31st.
- d. For those benefits capable of being maintained, a teacher on extended maternity leave may, upon payment of total premiums, have the benefits paid by the Employer for the duration of the leave.
- e. If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, she shall qualify for her sick leave provisions and a Teacher-on-Call shall be appointed until she returns to duty.

3. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of a child, or other special situations, an application for return to duty at a date earlier than that specified above will be considered by the Employer. Every reasonable effort will be made to comply with such an application. The teacher intending to make an early return to duty will submit a written application and, where applicable, a medical certificate.

- b. On return from maternity leave, under the terms of this agreement, the teacher will be assigned to the position that he/she would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

4. **Supplemental Unemployment Benefits on Maternity Leave**

- a. When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the ***Employment Standards Act***, the Employer shall pay the teacher,
 - i. 85 percent of her current salary for the first two weeks of the leave and during the remaining period the teacher is eligible to receive EI maternity benefits,
 - ii. the difference between 85 percent of her current salary and the amount of EI maternity benefits received by the teacher.
- b. The Employer agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the ***Employment Insurance Act*** in respect of such maternity payment.

Article G.18 Parenthood Leave

1. A teacher with a dependent child shall be granted upon request leave of absence without pay;
 - a. for a period of up to twenty (20) months,
 - b. the return to duty will coincide with the commencement of a term or semester or the first day after the Christmas or Spring Break.
2. Requests for Parenthood Leave must be submitted in writing to the Employer by March 31st if leave is to commence the following September, or three (3) months in advance if the leave is to begin during the school year.
3. For those benefits capable of being maintained a teacher may, upon payment of the total premium have the benefits paid by the Employer, for the duration of the leave.
4. A teacher shall be entitled to no more than two (2) leaves under this Article while employed by the Employer.
5. On return from parenthood leave, under the terms of this agreement, the teacher will be assigned to the position that he/she would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

Article G.26 Self-Funded Leave Plan

1. The Employer shall administer a mutually agreed Self-Funded Leave Plan as determined by a separate agreement.

2. On return from self-funded leave, under the terms of this agreement, the teacher will be assigned to the position that he/she would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

Article G.27 Educational Leave

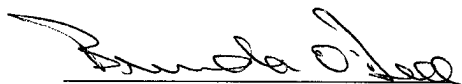
1. Teachers wishing to pursue an approved program of studies at a recognized university may be granted a leave of absence for ten (10) months without pay.
2. **Criteria**
 - a. Educational leave shall normally be for one year;
 - b. Candidates for educational leave must hold a continuing teaching appointment;
 - c. Factors affecting approval:
 - i. program to be undertaken;
 - ii. potential value of program to District;
 - iii. quality of service to date.
3. **Application**
 - a. Teachers desiring educational leave under this Article shall apply to the Superintendent of Schools;
 - b. The final date for receipt of application for educational leave of absence in the ensuing year will be March 28th.
4. **Return**
 - a. Teachers granted educational leave will return to service with the District for at least two years.
 - b. On return from educational leave, under the terms of this agreement, the teacher will be assigned to the position that he/she would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other staff changes would apply as per the Collective Agreement.
 - c. The period for which such leave is granted will be counted as teaching experience for salary purposes.

**Board of Education of
School District No.83**



Date January 16, 2014

**North Okanagan-Shuswap
Teachers' Association**



Date January 16, 2014