

2022 LOCAL MATTERS AGREEMENT

BETWEEN

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

AND

The North Okanagan-Shuswap Teachers' Association (NOSTA)

1. The parties hereby agree to amend the 2019-2022 Collective Agreement as set out below.
2. The amendments will be included in the 2022 – 202X Working Document.
3. The amendments are subject to ratification by the processes established by the local union/BCTF and the Board of Education/BCPSEA.
4. These amendments will become effective (please check one):
 - Upon completion of successful ratifications of the LMA;
 - July 1, 2022; or
 - Upon completion of the provincial bargaining table, but no earlier than July 1, 2022. *(default where agreement is not otherwise reached)*

Agreed to Local Matters:

Article Number and Title
Preamble
D.23 Regular Staff Meetings
E.21 Posting and Filling Vacant Positions
E.22 Teachers Declared Surplus

5. The agreed to amendments are attached and form part of this local matters agreement.

Dated the 2nd of February, 2022



School District No. 83
(North-Okanagan Shuswap)



The North Okanagan-Shuswap
Teachers' Association (NOSTA)

PREAMBLE

Current Language:

1. The parties recognize and support the purposes of this Agreement to be:
 - a. To set forth the terms and conditions of employment agreed to between the parties;
 - b. To promote harmonious relations between the Employer and its Officials and the Association and all Teachers;
 - c. To encourage co-operation in providing efficient quality education services in the District;
 - d. To promote co-operation between the Employer and its Employees.
2. The Employer and Local seek to encourage and foster positive relations between groups and individuals of all races and cultures.
3. The Employer and Local condemn and will not tolerate expressions of racial or ethnic prejudice in any form by its Trustees, personnel and students.

NOW, THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth.

Proposed Language:

1. The parties recognize and support the purposes of this Agreement to be:
 - a. To set forth the terms and conditions of employment agreed to between the parties;
 - b. To promote harmonious relations between the Employer and its Officials and the Association and all Teachers;
 - c. To encourage co-operation in providing efficient quality education services in the District;
 - d. To promote co-operation between the Employer and its Employees.
2. The Employer and Local seek to encourage and foster positive relations between groups and individuals of all races and cultures.
3. The Employer and Local condemn and will not tolerate expressions of racial or

ethnic prejudice in any form by its Trustees, personnel and students.

4. **The parties acknowledge that School District No. 83 (North Okanagan-Shuswap) lies on the traditional, ancestral, and unceded land of both the Secwépemc and Syilx people. The parties respect and value the history of the indigenous people of these lands, and the impact of the past on the present and the future. Both parties commit to working together towards practices and actions that support the Truth and Reconciliation Commission of Canada's Calls to Action.**

NOW, THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth.

Signed this 2nd day of February, 2022

On behalf of School District No. 83:

On behalf the NOSTA:



Ryan Brennan, Assistant Superintendent



Jessa Clark, NOSTA Bargaining Chair

ARTICLE D.23 REGULAR STAFF MEETINGS

Current Language:

4. Teachers shall not be required to attend regular Staff meetings:
- a. which commence prior to one hour before classes begin or which conclude later than one and one-half hours after dismissal of pupils.
 - b. during recess or during the noon intermission,
 - c. on weekends, holidays or other days when school is not in session.

Proposed Language:

4. Teachers shall not be required to attend regular Staff meetings:
- a. which commence prior to ~~one hour~~ **Sixty (60) minutes** before classes begin or which conclude later than ~~one and one-half hours~~ **Ninety (90) minutes** after dismissal of pupils.
 - b. during recess or during the noon intermission,
 - c. on weekends, holidays or other days when school is not in session.

Signed this 2nd day of February, 2022

On behalf of School District No. 83:

On behalf the NOSTA:



Ryan Brennan, Assistant Superintendent



Jessa Clark, NOSTA Bargaining Chair

ARTICLE E.21 POSTING AND FILLING: VACANT POSITIONS

Current Language:

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.22;
 - 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-Teaching-on-Call and will notify Teachers-Teaching-on-Call of the procedure concerning posting and filling upon placement on the Teachers-Teaching-on-Call list. The Employer, in striving to hire the best possible candidate for teaching positions, will make information available concerning vacancies to Teachers-Teaching-on-Call. The Employer will seriously consider applications for any vacancies from Teachers-Teaching-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.20.1.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.

Proposed Language:

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 **postings** website, **on the district intranet site** 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.
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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.20.1.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.~~

Continuing positions that become vacant during the school year may be filled on a temporary basis and re-posted in the spring for the subsequent 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.

Signed this 2nd day of February, 2022

On behalf of School District No. 83:

On behalf the NOSTA:



Ryan Brennan, Assistant Superintendent



Jessa Clark, NOSTA Bargaining Chair

ARTICLE E.22 TEACHERS DECLARED SURPLUS

Current Language:

ARTICLE E.22 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.21.

4. To created vacancies for teachers declared surplus, the employer will lay off teachers in accordance with Article C.20.

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.25.

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.

Proposed Language:

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 **for the following school year. When a surplus situation exists in the fall, this special meeting will take place prior to September 30th.**

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)
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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.

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Ryan Brennan, Assistant Superintendent



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