

LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No.79 (Cowichan Valley)
(hereinafter referred to as the "District")

AND

Cowichan Valley Teachers' Federation
(hereinafter referred to as the "CVTF")

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:

1. AMEND ARTICLE A.19 COPY OF AGREEMENT AS FOLLOWS:

The Board shall provide every Local member with a printed pocket-sized **an electronic copy** of this agreement as expeditiously as possible after ratification of the agreement. **Bound, printed copies of this agreement will be available to all members upon request.** In addition, the Board will post a link to this agreement on the school district's website.

2. AMEND ARTICLE D.19 STAFF MEETINGS AS FOLLOWS:

D.19.1 Regular Staff Meetings

- a. ~~Teachers~~ **All teachers having an FTE of 0.4 or more**, unless excused by the ~~Administrative Officer~~ **Principal, Vice Principal, or designate** shall attend all regular staff meetings provided that:
 - i. at least seven (7) calendar days notice is given;
 - ii. the agenda of the meeting is distributed one day prior to the meeting.
- b. Any teacher may place items on the agenda for consideration by submitting them to the ~~Administrative Officer~~ **Principal, Vice Principal or designate** prior to the printing of the agenda.
 - i. Opportunities to add agenda items shall be made at the commencement of the staff meeting.
- c. There shall not be more than one regularly scheduled meeting per month.

- d. There may be two regularly scheduled staff meetings held in each of the months of September and June. **Part-time teachers having an FTE of less than 0.4 shall be required to attend both meetings in September and one in June.**

D.19.2 Special Staff Meetings

- a. Nothing in the foregoing precludes the ~~Administrative Officer~~ **Principal, Vice Principal or designate** from calling special meetings of the staff, ~~or groups of the staff,~~ to deal with concerns arising from emergent circumstances.
- b. If less than three (3) days notice is given for a special staff meeting, attendance will not be mandatory but teachers should attend whenever it is possible.

D.19.3 Except with the agreement of the majority of the staff, no staff meeting shall be scheduled:

- a. to commence more than one hour before classes commence, nor end more than two hours after classes conclude on any school day;
- b. during recess or noon intermission.
- c. ~~on days other than those in the regular work year.~~

D.19.4 Written minutes of all staff meetings shall be filed and distributed to all staff members within ten (10) school days following the staff meeting. **It is the responsibility of all teachers to apprise themselves of the staff meeting agenda, minutes and the consequent decisions made.**

3. AMEND ARTICLE E.12 VACANCIES AS FOLLOWS:

- E.12.1 "Vacancy" shall mean an existing or newly created teaching assignment or position to which a teacher has not been assigned, and for which the Board has determined there is a need, and for which there were no appropriate transfer applications as defined by Article E.14. **In this context, teaching assignment describes the specific work undertaken by a teacher within their position at their school or site.**
- E.12.2 Vacancies shall normally be declared after the transfer process has been completed; however, vacancies requiring specialist qualifications and which the Board determines should be open to wider competition may be declared at any time.
- E.12.3 Before any position is advertised outside the District, notice of the vacancy will be posted in all schools ~~and District offices~~ **and on the school district website**, for a period of not less than ~~three (3) teaching~~ **five (5) calendar days**, but all applications will be considered at the same time. A copy of the posting shall be ~~delivered~~ **provided** to the Local.

- E.12.4 During July and August, vacancies shall be posted ~~at the Board Office with a copy to the Local and shall be advertised in the local newspaper.~~ **on the school district's website. Copies of the postings shall be provided to the Local.**
- E.12.5 Vacancies occurring after ~~August 31~~ **the transfer process** and throughout the balance of the school year shall be filled on a term assignment for the balance of that school year.
- E.12.6 Posting and Filling Vacant Positions
- a. Vacancies for positions that exist after the implementation of all teacher transfers in accordance with Article E.14 herein shall be listed in a Superintendent's Notice, ~~delivered~~ **provided** to the Local by **email** and posted ~~in~~ **on the School Board Office school district's website.**
 - b. Any posting or advertisement shall include ~~a general description of the vacant position, a general description of the criteria defined in Article E.12.7 and a general description of the requirements of the position.~~ **and the following:**
 - i. **grade level(s), subject area and/or program**
 - ii. **work location**
 - iii. **FTE of the assignment**
 - iv. **start date of assignment and, if applicable, end date of assignment**
 - v. **name of employer representative to be contacted for further information**
 - vi. **date of posting and closing date for receipt of applications**
 - vii. **a general description of the criteria defined in Article E.12.7 and the requirements of the assignment**
 - viii. **any other relevant information**
 - c. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.
- E.12.7 In filling vacancies the successful applicant will be chosen on the basis of the following criteria:

- certification and qualifications (suitability of major and minor subject fields, program concentration and subsequent training);
- pertinent experience;
- seniority, District-wide;
- quality of teaching performance as reflected in evaluation reports of ~~Administrative Officers~~ **Principals/Vice-Principals** and Superintendents, and written references from supervisors and others which may be presented by the applicant at ~~his/her~~ **their** option;
- District objectives, school philosophy if applicable, curriculum and program needs.

Where two or more applicants are equal in the opinion of the Superintendent after ~~his/her~~ **their** assessment of the above criteria, qualified internal applicants will be given priority over external applicants.

~~E.12.8~~ ~~Annually, in August or September, the Board will invite qualified teachers teaching on call to file an application for vacancies which may occur during the ensuing school year.~~

~~E.12.9~~

E.12.8 Vacant Positions of Special Responsibility

- a. Vacancies in positions of special responsibility in the bargaining unit shall be posted in all schools and centres of the School District, with a copy to the Local and may be advertised. Any posting or advertisement shall include a general description of the vacant position, a general description of the criteria in Article E.12.7 and a general description of the requirements of the position.
- b. The successful applicant will be chosen on the basis of the criteria in Article E.12.7 and on the basis that ~~he/she~~ **they are** is able to perform the requirements of the special responsibility position. Where two or more applicants are equal with respect to these considerations the teacher with the greatest seniority shall have preference.

~~E.12.9~~ ~~Administrative Officer Position~~ **Principal/Vice Principal Position**

~~Administrative Officer~~ **Principal/Vice Principal** positions which are vacant and are to be filled other than by transfer or appointment will be advertised ~~within the District on the school district's website.~~ **Copies of the postings shall be provided to the Local.**

4. AMEND ARTICLE E.13 ASSIGNMENT WITHIN SCHOOL AS FOLLOWS:

Principals shall consult with their Department Heads and staff annually before determining staffing assignments and deployment for the following school year.

Principals/Vice-Principals will use a consistent district wide format that will include a list of criteria to gather the consult information. The consult format may include electronic, paper or other appropriate means- See Note Below. Principals/Vice-Principals will exercise their discretion in a reasonable manner when determining staffing assignments and deployment.

Teachers in a school will be notified of available positions prior to the transfer process and/or postings in order to provide an opportunity for the teacher to be considered for an internal reassignment.

NOTE: Proposed consultation format – will include a list of criteria including but not limited to the list of items from E.14.6 bullets 1,2,3 and 5.

5. AMEND ARTICLE E.16 PERSONNEL FILE AS FOLLOWS:

~~E.16.5 Upon request of a teacher, the Board shall remove all disciplinary letters from that teacher's personnel file: that are three years old or older provided that there have been no disciplinary letters placed in the personnel file during the three years before the request.~~

- ~~i. a. all letters of expectation that are four (4) years old or older,~~
- ~~ii. b. all letters of discipline or reprimands that are three (3) years old or older~~

~~provided that no further material of a similar nature has been filed before the request.~~

6. AMEND ARTICLE G.21 EXTENDED LEAVE AS FOLLOWS:

- G.21.1 Requests for leave of absence for a period of five (5) months or more with the exception of Maternity, Parental or Federation and Local Leave, must be submitted to the Superintendent sixty (60) calendar days prior to the date on which the requested leave would commence.
- G.21.2 Requests for leave of absence for a period of more than five (5) days, but less than five (5) months, must be submitted to the Superintendent at least thirty (30) days prior to the date on which the leave requested would commence.
- G.21.3 Nothing in the foregoing precludes the granting of leaves in less than the times indicated when there is mutual agreement to do so.
- G.21.4 All requests for leave of absence that shall count towards continuous and/or aggregate length of service as set out in Article C.2 of this agreement shall be reviewed by the President and Agreements Chairperson of the Local or their designates.

G.21.5 In considering applications for leave, the following criteria will apply:

- a. needs of the School District
- b. educational improvement
- c. personal reasons

~~Leave of absence will not be granted to a teacher for the purpose of obtaining employment with a B.C. Provincial school or another B.C. school district except as provided in this agreement, i.e., secondment to the Provincial Ministry of Education.~~

Extended leave of absence will be granted to a teacher based on the criteria above with the leave period to coincide with a natural break or semester, unless the employer and employee mutually agree otherwise.

Teachers whose applications are denied shall be given the reasons for the rejection, and shall have their applications for leave given priority in the next school year or term.

G.21.6 Teachers granted leave of absence will be required to advise the Board in writing, by the following dates, of their intention to return to the District to recommence teaching duties:

- a. for leaves granted for the full school year, by March 15;
- b. for leaves granted for the first semester of the school year, by October 31;
- c. for leaves granted in the second semester of the school year, by March 15.

G.21.7 Except as otherwise provided in this agreement, a teacher returning from **full extended leave for the school year** shall return to a comparable position in the district. **This extended leave shall be granted for up to three (3) years, unless the employer and employee mutually agree otherwise.**

Notwithstanding the above, a teacher has the right to apply for any posted vacancy pursuant to Article E.12.1.

7. AMEND ARTICLE G.27 DEFERRED SALARY LEAVE PLAN AS FOLLOWS:

G.27.1 There shall be available to all eligible teachers in the District, membership in a Deferred Salary Leave Plan. **A Deferred Salary Leave shall be for one (1) school year. Leave requests of less than one (1) year, may be considered due to special circumstances by mutual agreement of the Parties.**

G.27.2 This plan shall be administered on behalf of the Board and the Local by a trustee agreed to by the Parties.

G.27.3 The operation of this plan is further governed by the terms of an agreement signed by the Board and the Local dated June 25, 1982 and amended on July 1, 1984, or as subsequently amended or replaced by mutual agreement of the Parties.

**8. LETTER OF INTENT AGREED TO REGARDING FUTURE DISCUSSIONS WITH THE UNION
ON THE TRANSFER PROCESS (ARTICLE E.14)**

Dated the 14th of April, 2020

The Board of Education of School District
No. 79 (Cowichan Valley)

Candace Spilsbury

Jean Sandquist

Cowichan Valley Teachers' Federation

John Dryden
