

2022 LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No. 40 (New Westminster)

AND

New Westminster Teachers' Union

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	Implementation Date <i>Indicate one of:</i> <ul style="list-style-type: none">• local ratification;• July 1, 2022; or• provincial ratification
C.23 Part-time Employment	July 1, 2022
G.22.3 Extended Maternity Leave	July 1, 2022
G.32 Leave of Absence – Long Term	July 1, 2022
D.35 Space and Facilities	July 1, 2022
E.26 Assignment in School	July 1, 2022

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

Dated the 4th of March, 2022

SD No. 40 (New Westminster)

New Westminster Teachers' Union

Agreement to recommend for the endorsement and ratification by:

- *BCPSEA and Board of Education SD40 – Employer*
- *BCTF and NWTU Membership - Union*
- *To be effective July 1, 2022*

ARTICLE C.23 PART-TIME EMPLOYMENT

1. Part-time employment is recognized as a valid alternative to full-time employment and one that provides opportunity for employees to enter into positions of less than full-time, or into shared positions. Consistent with the provisions of the School Act and Regulations, the following shall apply.
2. Definition
 - a. A part-time employee is an employee, other than a Teacher Teaching On Call (TTOC), whose position is as follows:
 - i. all day not each day each week; or
 - ii. part of each day for a semester or the whole school year; or
 - iii. part of a day not each day of the week.
 - b. An employee can become part-time by posting into a part-time position, being approved for a reduced position, or being approved for a job-share partnership.
3. Posted Part-Time Position
 - a. Access
 - i. An employee may apply for part-time vacancies pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions).
 - b. Rights and Responsibilities
 - a. Part-time employees, shall be entitled to the same rights and subject to the same responsibilities as full-time employees, except where specific provisions for part-time employees apply.
 - c. Tenure
 - i. Part-time employees may be employed in a temporary or continuing position; or
 - ii. Part-time employees, employed in a temporary position, shall be hired for a stated period of time.
 - iii. Employees on continuing appointments shall retain their status and seniority even while occupying a position of less than full-time.
 - d. Preparation Time

- i. Part-time employees shall receive the amount of preparation time as specified in Article D.4 (Preparation Time) of this Agreement.
- e. Assignment at a Secondary School
 - i. The Board shall make every effort to ensure part-time employees will be assigned to consecutive teaching blocks.
- f. Benefits
 - i. A part-time employee of 0.40 FTE or more shall be eligible to participate in all benefit plans available to full-time employees.

4. Reduced Position

- a. Access
 - i. Employees with a continuing appointment, up to a full-time position, may request a reduced position and the Board shall consider each request based on operational and educational needs.
 - ii. Employees with a continuing appointment in a reduced position retain the right to return to the employee's previous FTE upon completion of the one (1) or two (2) year period. Such employees shall provide written notice to the Board by **March 31** ~~April 30~~.
- b. Rights and Responsibilities
 - i. Employees in reduced positions shall be entitled to the same rights and subject to the same responsibilities as full-time employees, except where specific provisions for part-time employees apply.
- c. Tenure
 - i. Upon approval the reduced position will be for a period of one (1) school year. The employee may apply to renew to a maximum of two (2) school years.
 - ii. Continuing employees in reduced positions shall retain their status and seniority even while occupying a position of less than full-time.
- d. Preparation Time
 - i. Employees in reduced positions shall receive the amount of preparation time as specified in Article D.4 (Preparation Time) of this Agreement.
- e. Assignment at a Secondary School
 - i. The Board shall make every effort to ensure employees in reduced positions will be assigned to consecutive teaching blocks.

f. Benefits

- i. Employees in reduced positions of 0.40 FTE or more shall be eligible to participate in all benefit plans available to full-time employees.
- ii. Employees in reduced positions who move from full-time to part-time shall be considered to be on leave so that they may purchase pensionable service to provide a full year pension credit at no cost to the Board. An additional year of pension credit may be purchased upon application to the Superintendent or designate.

5. Job-Share Partnership Position

a. Access

- i. Two (2) employees, each with continuing appointments, may jointly apply for a job-share partnership, by **March 31** ~~April 30~~, for a single continuing position for the subsequent school year. Such application shall be:
 - a. considered based on their commitment to collaborative practice, and operational and educational needs; and
 - b. not unreasonably denied.
- ii. Where a new job-share partnership has been approved, the two (2) employees may elect to share a continuing position held by one (1) of the partners, or they may jointly apply for continuing vacancies as a partnership, pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions).
- iii. For the purpose of post and fill, the seniority of the job-sharing partnership shall be the same as that of the more senior partner.
- iv. The Board shall grant a continuation of the job-share partnership, in a single continuing position, for subsequent school years.
- v. The job-share partnership shall not be unreasonably dissolved by the Board.
- vi. The NWTU and the Board will sponsor a meeting each year prior to spring staffing to allow prospective employees to meet for the purposes of finding a job-share partnership for the subsequent school year.

b. Rights and Responsibilities

- i. Employees in job-share partnerships, shall be entitled to the same rights and subject to the same responsibilities as full-time employees, except where specific provisions for part-time employees apply.

c. Tenure

- i. Employees on continuing appointments shall retain their status and seniority even while occupying a job-share position of less than full-time.

- i. Written notice shall be provided to the Board by **March 31** ~~April 30~~ of either employee's intent to dissolve the job-sharing partnership at the end of the school year. Upon dissolution of the job-share partnership, each employee shall be on the staff of the school from which the job-share partnership dissolved, with:
 - a. the appointment FTE they each held prior to establishment of the job-share partnership; and
 - b. the seniority each employee holds individually.

6. Temporary Increase in FTE for Part-Time Employees

- a. Continuing employees with a position of less than full-time, at that school or site, may request an increase in their FTE up to full-time, by **March 31** ~~April 30~~ for the subsequent school year.
 - i. The employer will consider such requests when the operational or educational needs of a school or site require a temporary increase in staffing FTE.
 - ii. Should more than one (1) employee, at that school or site, have requested an increase in their FTE up to full-time by **March 31** ~~April 30~~, the Board will consider the requests, pursuant to Article C.2 (Seniority) and C.5 (Seniority/Lay Off/Recall/Severance).
- b. The Board may offer an employee in a temporary or continuing position of less than full-time, at that school or site, a temporary increase to their FTE up to full-time.

7. Salary

- a. Part-time employees shall be paid that portion of their regular scale placement that relates to the portion of the instructional week worked.

8. Sick Leave

- a. On a pro-rated basis, part-time employees shall be eligible for sick leave provisions as specified in Article G.20 (Sick Leave) of this agreement.

9. Professional Development

- a. Part-time employees who are requested by the principal or designate and agree to undertake professional development or in-service activities which occur outside of their regularly scheduled instructional assignment shall be paid the applicable TTOC rate.

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union
- To be effective July 1, 2022

ARTICLE G.22.3 EXTENDED MATERNITY LEAVE

3. Extended Maternity Leave

- Employees granted leave under G.22.1.b 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 **March 31** ~~May 31st~~ in respect to leave expiring on June 30.
- Leave shall be granted upon request for a period of up to a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester.
- Employees returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by **March 31** ~~May 31~~.

Robert Weston,
Executive Director of Human Resources
School District No. 40

Sarah Wethered,
President
New Westminster Teachers' Union

Date

Date

~~Gordana Baharin,~~
Human Resources Manager
School District No. 40

~~Darryl Schelp,~~
~~Bargaining Chairperson~~
New Westminster Teachers' Union

Date

Date

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union
- To be effective July 1, 2022

ARTICLE G.32 LEAVE OF ABSENCE – LONG TERM

1. An employee with three (3) or more consecutive years of service may request, and be granted a long-term leave without pay under Article G.31.1.b. (Extenuating Circumstances Leave). ~~on extended leave of absence must give notice by no later than April 30 for return to the district in September, or no later than October 31 for return in January, or November 30 for semestered programs.~~
 - a) An employee may not re-apply for a leave under this article unless at least three (3) years have elapsed since returning from a previously approved leave under this article.
 - b) In extenuating circumstances, the Superintendent may grant a leave that does not meet the conditions above.
2. Where an employee is on leave of absence at the cost of a Teacher Teaching on Call (TTOC), the daily rate of deduction will be one hundred sixty dollars (\$160.00) per day. [In dispute]
An employee on long-term leave of absence must give notice by no later than March 31 for return to the district in September, or no later than October 31 for return in January or semester two (2).
3. An employee returning from long-term leave of absence shall be reassigned to the same position held prior to their leave, except when Article C.5 (Seniority/Layoff/Recall/Severance Pay), Article E.21 (Transfer of Assignment), or other articles may be applicable. If the prior position does not exist, then E.27 (Posting Vacant Positions) and E.28 (Filling Vacant Positions) apply.

Robert Weston,
Executive Director of Human Resources
School District No. 40

Sarah Wethered,
President
New Westminster Teachers' Union

Date

Date

Gordana Ballarin,
Human Resources Manager
School District No. 40

Darcy Schelp,
Bargaining Chairperson
New Westminster Teachers' Union

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union
- To be effective July 1, 2022

ARTICLE D.35 SPACE AND FACILITIES

When new construction or renovations will affect an employee's working environment and materials, employer representatives will meet with union representatives to convey plans and seek input to support packing, moving, and unpacking.

Robert Weston,
Executive Director of Human Resources
School District No. 40

Sarah Wethered,
President
New Westminster Teachers' Union

Date

Date

Gordana Ballarin,
Human Resources Manager
School District No. 40

Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union

Date

Date

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union
- To be effective July 1, 2022

ARTICLE E.26 ASSIGNMENT IN SCHOOL

1. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the employee, and shall not be used for disciplinary purposes.
2. **In the case of employees in District positions reporting to a District administrator, for the purpose of this agreement, they will be deemed to be the staff of a District school and the District administrator considered their school administrator.**
 - a. **When assigned by the District administrator to a site(s), the site administrator(s) will be their designated supervisor(s).**
3. **The Board shall make every reasonable effort to ensure that an employee in a 1.0 FTE position will be assigned to consecutive teaching blocks.**
- 2- 4. A staff committee meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year, and determining the positions required in the school.
- 3- 5. An employee who is not satisfied with a proposed assignment in a school may appeal their assignment to the school administrator. The school administrator together with the employee may consult with the staff committee. The committee may, after hearing the school administrator, employee, and any other employee directly affected by any proposed alternative assignment, recommend to the school administrator in what way the employee's assignment should be changed to resolve the concern.
- 4- 6. If the concern cannot be resolved, the employee may proceed to Article A.6, Grievance Procedure, to resolve the difference.

Robert Weston,
Executive Director of Human Resources
School District No. 40

Sarah Wethered,
President
New Westminster Teachers' Union

Date

Date

~~Gordana Ballarin,~~
Human Resources Manager
School District No. 40

~~Darryl Schelp,~~
Bargaining Chairperson
New Westminster Teachers' Union

Date

Date