



New Westminster Teachers' Union

February 4, 2020

NWTU Bargaining Package of Proposals – 2019

(These are not in effect until ratified by the general membership)

This package of locally bargained articles has been signed off by the NWTU Bargaining Team, and is being recommended for ratification by the NWTU general membership. This is a package and members will be asked to vote in favour of the package in its entirety. Members will vote in February. Details to follow about the upcoming vote.

ARTICLE C.5	SENIORITY / LAY OFF / RECALL / SEVERANCE PAY
ARTICLE C.23	PART-TIME EMPLOYEE'S PAY, BENEFITS AND RIGHTS
ARTICLE D.25	STAFF MEETINGS
ARTICLE D.34	PURCHASE OF SUPPLIES, RESOURCES, AND EQUIPMENT
ARTICLE E.23	PERSONNEL FILES
ARTICLE E.27	POSTING VACANT POSITIONS
ARTICLE E.28	FILLING VACANT POSITIONS
ARTICLE E.30	PARENTAL COMPLAINTS (COMPLAINTS ABOUT EMPLOYEE PERFORMANCE OR RELATED WORK)
ARTICLE G.30	DEFERRED SALARY (SELF FUNDED) LEAVE PLAN



New Westminster Teachers' Union

Housekeeping:

- Changing “teacher” to “member” or to “employee” throughout the package to recognize that not all NWTU members are teachers
- Cleaning up language - to provide greater clarity and to reflect the common interpretation of the language (local LOU and/or past practice)

C.5 – Seniority/Layoff/Recall/Severance Pay

- Applies to all members, not just teachers
- Reflects local Letter of Understanding (LOU) and past practice

C.23 – Part-Time Employment

- Addition of job sharing language

D.25 – Staff Meetings

- Reminder that all staff meetings should be conducted in a respectful manner

D.34 - Purchase of Supplies, Resources, and Equipment

- *New language*
- Employer will advise all employees of school and district funds available and the process for accessing these funds

E.23 – Personnel Files

- Addition that the employer will notify the employee in writing about the removal of material from the employee's file

E.27 – Posting Vacant Positions

- Addition of definition of appointment, position, assignment, and vacancy
- Reflects current practice

E.28 – Filling Vacancies

- Reflects current practice

E.30 – Parental Complaints (Complaints about Employee Performance or Related Work)

- *New language*
- Reinforces the implementation of Administrative Policies 104 (Code of Conduct), 146 (Responsible Use of Electronic Social Media), and 152 (Complaint Process for a Resolution of Concerns)

G.30 – Deferred Salary (Self Funded) Leave Plan

- Clarifies the process of self-funded leave

Agreement to recommend for the endorsement and ratification by:

- *BCPSEA and Board of Education SD40 – Employer*
- *BCTF and NWTU Membership - Union*

ARTICLE C.5 SENIORITY / LAY OFF / RECALL / SEVERANCE PAY

1. Principle of Security of Employment for Employees with Continuing Appointments:

- a. The Board and the Union agree that increased length of service in the employment of the Board entitles ~~teachers~~ **employees** to commensurate increase in the security of ~~teaching~~ employment, consistent with the policy of the district.

2. Definition of Seniority

- a. In this article, "seniority" means a ~~teacher's~~ **an employee's** continuous length of service in the employment of the Board, dating from the day the ~~teacher~~ **employee** commences duties, inclusive of service under temporary appointment and part time ~~teaching employment~~, and including continuous service in the district prior to termination under the conditions of this article. For the purposes of calculating length of service, part time ~~teaching employment~~ shall be credited fully as if it were full time service.
- b. In addition to the provisions of Article C5.2.1, the seniority for an employee on a contract shall include:
 - i. Teacher ~~Teaching on eCall~~ seniority accumulated pursuant to PCA Article C2.3; and
 - ii. Seniority ported in accordance with PCA Article C2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two or more ~~teachers~~ **employees** is equal pursuant to C5.2.1 and C5.2.2, the ~~teacher~~ **employee** with the earliest date of letter of appointment shall be deemed to have the greatest seniority.
- d. When the seniority of two or more ~~teachers~~ **employees** is equal pursuant to C5.2.3, the ~~teacher~~ **employee** with the greatest number of days of on call teaching (following September 1st, 1983) with the Board prior to the appointment, shall be deemed to have the greatest seniority.
- e. When the seniority of two or more ~~teachers~~ **employees** is equal pursuant to C5.2.4, ~~teachers~~ **employees** with the greatest aggregate length of service recognized for salary experience purposes in the salary agreement shall be deemed to have the greatest seniority.
- f. For the purposes of this article, all Board-approved leaves of absence shall count toward continuous length of service with the Board.
- g. For the purpose of this agreement, continuity of service shall be deemed not to have been broken by maternity leave.
- h. The maximum seniority that an employee may accrue in one (1) school year may not exceed 1.0 years.

3. Definition of Qualifications (Local Provision)

- a. In this agreement, "necessary qualifications" in respect of a ~~teaching~~ position which are determined by the Superintendent will mean the possession of a valid BC Teaching Certificate; evidence of satisfactory teaching experience and one or more of the following:

- i. a reasonable expectation, based on a teacher's **employee's** demonstrated skills and classroom abilities that ~~he/she~~ they will be able to carry out the responsibilities of the position in a successful manner;
 - ii. a University major or minor or the recognized equivalent, directly related to the ~~teaching~~ position;
 - iii. recent demonstrated successful experience in a similar position;
 - iv. recent successful completion of credit courses and evidence of involvement in other Professional Development activities related to the ~~teaching~~ position.
- b. **In determining whether or not an employee has the necessary qualifications for a position, the availability of education courses or other retraining opportunities relevant to the position, which the employee is willing and able to complete within a mutually agreed upon period of time, shall be taken into consideration.**
- c. ~~b.~~ Should an ~~teacher~~ **employee** who has been laid off, or who has not been offered re-engagement under C5.5, raise a question as to whether ~~he/she~~ they possesses the necessary qualifications for a position, the ~~teacher~~ **employee** may refer the question to the provisions of C5.910.a of this Agreement within seven (7) calendar days of the receipt of the notification. This shall be done in a letter to the Superintendent with a copy to the President of the New Westminster Teachers' Union.

4. Security of Employment **Based** on Seniority and Qualifications

- a. **The Board may reduce the total number of employees employed by the Board for bona fide educational or budgetary reasons. Where lay off of employees is necessary, the employees to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.**
- ~~Where the Board finds it necessary to lay off teachers for reasons other than those specified in Section 92(3) of the School Act, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the position available.~~
- b. The Board and the Union agree that the transfer process set out in Article E.21 (**Transfer and Assignment**) will apply when the balancing of school staffs is required after layoffs occur. This procedure will be in accordance with the posting and filling of positions outlined in Articles E.27 (**Posting Vacant Positions**) and E.28 (**Filling Vacant Positions**). If, at the end of the procedure, no ~~teacher~~ **employee** on the seniority list has applied for a position, a Board initiated transfer will occur as outlined in Article E.21. It is clearly understood that any such Board actions are subject to the Grievance Procedure.
- c. The Board shall give each continuing ~~teacher~~ **employee** it intends to lay off pursuant to ~~this~~ Article ~~C5.5~~, **thirty** (30) days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the lay off, and a list of the ~~teaching~~ positions, if any, in respect of which the board proposes to retain ~~a teacher~~ **an employee** with less seniority. The Board shall concurrently forward a copy of such notice to the Union. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant due to leave of absence and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.

- ~~i. The minimum 30 day notice will become effective at the end of November or the end of March if the district experiences a significant and unpredicted decline in the population of students in September and/or in January.~~
 - i. ~~ii~~ When a lay-off layoff of an teacher employee is the result of a successful appeal under C5.910 for that teacher's employee's position, the notice will become effective at the end of a minimum 30 day period.
 - d. If an offer to rescind a layoff involves a reduced position, and the employee accepts the reduced position, the employee remains eligible for recall for the remaining FTE.
5. **Employee's Rights of Re-Engagement (Recall) Teachers' Rights of Re Engagement**
- a. ~~A teacher who is on a continuing appointment and has been laid off and who wishes to be recognized for recall to fill a position which may become available in the district shall apply in writing, within 30 days of the effective date of the lay off, giving name and current address and confirm his/her position in order of seniority on the recall list.~~
 - a. An employee who is laid off will be placed on the Recall List, subject to C.5.5.e.i. An employee's right of recall extends to any position, including but not limited to temporary positions, as well as lower FTE positions.
 - b. ~~Information regarding any teaching positions of at least a school term that may become available in the district will be communicated by double registered letter to all teachers (on the recall list) at their last known address. A copy of such notice of vacancy shall be forwarded concurrently to the New Westminster Teachers' Union. It will be the responsibility of each teacher to provide a current address to the district.~~
 - b. e. When a position on the teaching staff of the district becomes available, the Board shall not withstanding any other provision of this agreement, fill the vacant position pursuant to Article E.28 (Filling Vacant Positions). first offer recall to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article.
 - c. When a continuing employee is laid off and is subsequently recalled to any position they maintain their continuing employee status. The completion of a temporary position by such an employee shall be deemed to constitute a new layoff.
 - d. An teacher employee who is offered re-engagement, pursuant to ~~C.5.5.3~~ C.5.5.b, shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer. The Board shall allow up to ten (10) ~~seven (7)~~ calendar working days from acceptance of an offer under paragraph ~~C.5.5.4~~ C.5.5.d for the teacher employee to commence teaching their duties. Where the employee is required to give a longer period of notice to another employer, a ~~A~~ longer period shall be allowed granted where mutually agreeable.
 - e. An teacher's employee's right to remain on the recall list under this Article is forfeited if

- i. **an teacher employee** elects to receive severance pay under C.5.4011 (Severance Pay) of the Security of Employment for Teachers with Continuing Appointments (Bill 3 Exemption);
- ii. the **teacher employee** refuses to accept offers for three (3) different positions for which **they he/she** possesses the necessary qualifications, provided such offers are for a period of one (1) school term or more;
- ~~iii. the teacher has not been re-engaged within 27 calendar months of the date of lay-off under this Article;~~
- iii. **thirty-six (36) months elapse from the date of the most recent layoff under this article, and the employee has not been recalled;**
- iv. the **employee teacher** has accepted a continuing appointment in another school district or within the Ministry.
- ~~v. C.5.5.e.ii does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university full time.~~
- v. **The recall period for an employee shall be extended while on a statutory leave, for times the employee is pursuing full-time post-secondary education or training, or for extenuating circumstances of a serious and/or compelling personal nature as approved by the Superintendent or designate.**
- ~~f. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district.~~

6. Seniority List

- a. The Board shall, by October 15th and April 15 of each year, forward to the Union a list of all **teachers employees** employed by the Board (in order of seniority) calculated according to, Article C.2, Definition of Seniority, as of September 1st of that year. Challenges to this list must be made in writing to the Superintendent or **designate** by November 15th and May 15.

7. Recall List

- a. **The Board shall maintain a recall list. Copies of the Recall List will be sent to the local on October 1 and February 1 in each school year, or more frequently at the written request of the local.**

8. 7- Sick Leave

- ~~a. A teacher recalled pursuant to C5.5 shall be entitled to all sick leave credit accumulated at the date of lay off.~~
- a. **All sick leave an employee has accumulated prior to the date of layoff shall remain in the employee's sick leave bank and shall be available to the employee upon being recalled to any temporary or continuing position.**

9. Benefits

- a. A member who retains the right to re-engagement pursuant to C5.5 shall be entitled, if otherwise eligible, to maintain participation, at no cost to the Board, in all benefits provided in this agreement.

10. ~~9.~~ Appeal Procedure

- a. Where a difference arises between the parties relating to the interpretation and application of the provisions of this agreement, or where an employee has a grievance on the grounds of reasonableness and good faith that cannot be resolved within seven (7) calendar days by the concerted efforts of a committee made up of a representative of the Board and a representative of the New Westminster Teachers' Union, all matters shall then be referred to the Appeal Committee which shall
 - i. investigate the difference or grievance;
 - ii. define the issue in the difference or grievance; and
 - iii. issue written decisions to resolve the difference or grievance within seven (7) calendar days of the date of receipt of such request.
- b. A majority decision of the Appeal Committee shall be final and binding on the parties irrespective of the grievance procedure as provided in this agreement.
- c. Appeal Committee shall be composed of five (5) members:
 - i. two (2) members of the New Westminster Teachers' Union appointed by the Union and holding continuing appointments;
 - ii. two (2) members appointed by the Board, both holding Teaching Certificates and both members of the excluded staff employed by the Board; and
 - iii. a Chairperson.
- d. The Chairperson of the Committee shall be appointed by agreement of the two (2) parties. In the event that the parties cannot agree to the selection of a Chairperson, the Chairperson of the Labour Relations Board shall be requested to make that determination.
- e. All costs of the Chairperson of the Committee shall be shared equally by both parties.


11. ~~10.~~ Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years of continuous employment with SD No. 40 (New Westminster) and who is laid off, save and except a teacher who is dismissed for just and reasonable cause or pursuant to Section 92(3) of the School Act may elect to receive severance pay at any time before the teacher's right to re-engagement pursuant to C5.5 is lost, i.e. 27 months.
- b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service with SD No. 40 (New Westminster) to a maximum of equal to two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's full time equivalent salary at the time of his/her termination of employment.
- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding C5.5.3, is subsequently rehired by the Board, shall retain any payment made under the terms

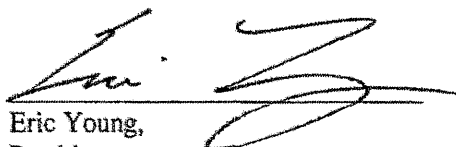
of this Article, and in such case, for purposes only of C5.5.8 of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

12. Application to Non-Teachers

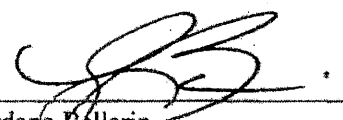
- a. The provisions of this article apply to all employees who are members of the bargaining unit.


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


July 18/2019
Date


Eric Young,
President
New Westminster Teachers' Union

July 11, 2019
Date


Gordana Ballarin,
Human Resources Manager
School District No. 40

July 11/19
Date


Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union

July 11, 2019
Date

Agreement to recommend for the endorsement and ratification by:

- *BCPSEA and Board of Education SD40 – Employer*
- *BCTF and NWTU Membership - Union*

Article C.23 PART-TIME EMPLOYMENT ~~EMPLOYEE'S PAY, BENEFITS and RIGHTS~~

1. Part-time teaching **employment** is recognized as a valid alternative to full-time teaching **employment** and one that provides opportunity for teachers **employees** to enter into shared teaching assignments **positions of less than full-time**, or into shared teaching assignments **positions** for specific periods of time. Consistent with the provisions of the School Act and Regulations, the following shall apply.
2. Definition
 - a. A part-time teacher **employee** is a teacher **an employee**, other than a Teacher Teaching On Call, whose assignment **position** is as follows:
 - a. ~~all day for part of the school year; or~~
 - 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. ~~Access~~
 - a. ~~An employee on a continuing appointment, on a full time assignment, may request a part time assignment.~~
 - b. ~~Continuing employees on part time assignments retain the right to return to full time status upon the completion of an assignment of less than full time. Such employees returning to full time shall provide 30 days notice to the Board.~~
4. ~~Application~~
 - a. ~~Applications for part time assignments shall be to Human Resource Services. Individuals' part time applications may be submitted in combination.~~
5. ~~Rights and Responsibilities~~
 - a. ~~Part time teachers shall be entitled to the same rights and subject to the same responsibilities as full time teachers.~~
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**
 - i. 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 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. ~~Rights and Responsibilities~~

- a. ~~Part time teachers shall be entitled to the same rights and subject to the same responsibilities as full time teachers.~~

5. Job-Share Partnership Position

a. Access

- i. Two (2) employees, each with continuing appointments, may jointly apply for a job-share partnership, by 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 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.
- ii. For the purpose of lay off in the District, the Board shall consider the seniority of each employee in a job-share partnership independent (separate) of the other, pursuant to Article C.5 (Seniority/Lay Off/Recall/Severance Pay).
- iii. For the purpose of declining enrollment at a school, pursuant to Article E.21 (Transfers and Assignments), and the least senior employee on the school staff is in a job-share partnership, the following steps shall apply:
 - a. The most senior employee in the job-share partnership shall first be offered the combined FTE of the shared position;
 - b. Should the more senior job-share partner not exercise their right in C.23.5.c.iii.a, the two continuing employees in the job-share partnership may elect to participate in the post and fill process, pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions);
 - c. Should the more senior job-share partner not exercise their right in C.23.5.c.iii.b, the employee on staff with the next least seniority will be offered the equivalent FTE of the shared position held by least senior job-share partner. If the next least senior employee accepts the FTE, then a new job-share partnership will be created;
 - d. If the next least senior employee chooses to decline the equivalent FTE of the shared position in C.23.5.c.iii.c, then that employee shall no longer be on the staff of the school effective July 1 and they shall participate in post and fill pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions), and the least senior employee shall continue in the job-share partnership.

d. Preparation Time

- i. The Board recognizes that when two (2) employees enter into a job-share partnership, working in a single position, the job-share partnership will be entitled to the full preparation time allocated in accordance with the Collective Agreement for the FTE of the shared position.
- ii. It is recognized that each individual employee's preparation time may not be a pro rata entitlement based on their assignment FTE, and that scheduling of preparation time shall be made through consultation with the employees and their administrator.

e. Benefits

- i. An employee with an FTE of 0.40 or more in a job-share partnership shall be eligible to participate in all benefit plans available to full-time employees.
- ii. Employees in a job-share partnership are 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.

f. Dissolving Job-Share Partnerships

- i. Written notice shall be provided to the Board by 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. Tenure~~

- ~~a. Part time teachers employed on a temporary assignment shall be hired for a stated period of time.~~
- ~~b. Teachers on continuing appointments shall retain that status even while on an assignment of less than full time and shall also retain their seniority.~~

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 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 employee, at that school or site, have requested an increase in their FTE up to full time by April 30, the Board will consider the requests, pursuant to Article C.2 (Seniority) and 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. Preparation Time~~

- ~~a. Part time employees shall receive the amount of preparation time as specified in Article D.4 of this agreement.~~

9. ~~Benefits~~

- a. ~~Part time employees of 0.4 FTE or more of a teaching assignment shall be eligible to participate in all benefit plans available to full time employees.~~
- b. ~~Teachers 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.~~

8. ~~10.~~ Sick Leave

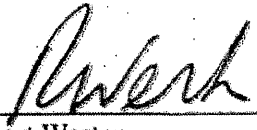
- a. On a pro-rated basis, ~~P~~part-time employees shall be eligible for sick leave provisions as specified in Article G.20 (Sick Leave) of this agreement.

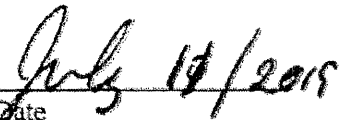
9. ~~11.~~ Professional Development

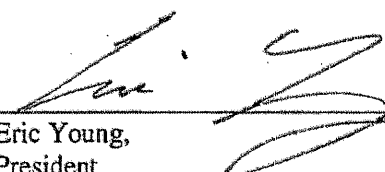
- a. Part-time employees who are requested by the principal or designate and agree to undertake professional development or in-service activities which occur outside of their regularly scheduled instructional assignment shall be paid the applicable TTOC rate.

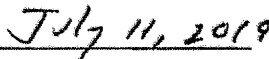
~~12.~~ Appeal


- a. ~~Should any teacher have any concerns regarding the interpretation and application of any part of this article, he/she they shall have recourse of appeal through the established grievance procedure.~~

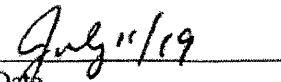

Robert Weston,
Executive Director of Human Resources
School District No. 40

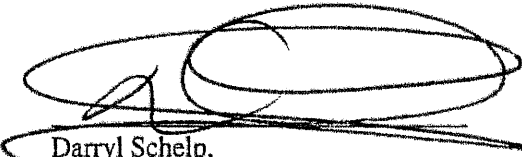

Date

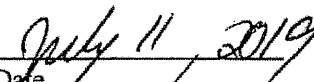

Eric Young,
President
New Westminster Teachers' Union


Date


Gordana Ballarin,
Human Resources Manager
School District No. 40


Date


Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union



Date

Agreement to recommend for the endorsement and ratification by:

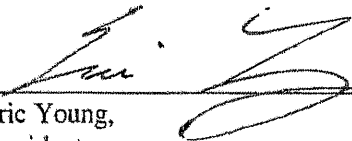
- *BCPSEA and Board of Education SD40 – Employer*
- *BCTF and NWTU Membership - Union*

ARTICLE D.25 STAFF MEETINGS

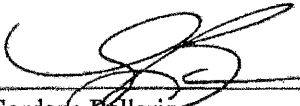
1. **Teachers Employees** must attend staff meetings in accordance with the provisions of this Article unless excused by their principal.
 - a. The principal shall give at least seven (7) days' notice of a staff meeting, except as provided in Article D.25.7 below. Where seven (7) days advance notice is not given, **teachers employees** shall make every possible effort to attend the meeting.
 - b. An agenda of items shall be given to **teachers employees** 24 **forty-eight (48)** hours prior to any staff meeting where possible.
 - c. **Teachers Employees** may place items on the agenda to be considered.
 - d. **Additional items for consideration may be added to the agenda at the beginning of the meeting.**
 - e. ~~6-~~ Written minutes shall be maintained and copies shall be provided to staff.
 - f. **Staff Meetings shall be conducted in a manner that enables all staff members to participate in a safe, inclusive, and respectful environment in which they may meaningfully engage.**
2. Staff meetings shall be held on school days as defined by the school year calendar set by the Ministry of Education. Such meetings shall not be scheduled:
 - a. To commence no more than one (1) hour prior to the beginning of classes;
 - b. ~~To Commence~~ no later than **ten (10)** minutes after classes conclude and last no longer than **ninety (90)** minutes after regular dismissal time of students.
3. **Teachers Employees** shall attend staff meetings held at recess, lunch hour or outside the above time frame on a voluntary basis.
4. Teachers shall make ~~every possible~~ **a reasonable** effort to attend staff meetings that may extend beyond the time frame set out in this Article.
5. The staff may elect a chairperson to chair staff meetings.
6. Part-time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.
7. There shall be a maximum of four (4) hours of staff meetings per month.


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


July 11 / 2019
Date


Eric Young,
President
New Westminster Teachers' Union

July 11, 2019
Date


Gordana Ballarin,
Human Resources Manager
School District No. 40

July 11 / 19
Date


Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union

July 11, 2019
Date

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union

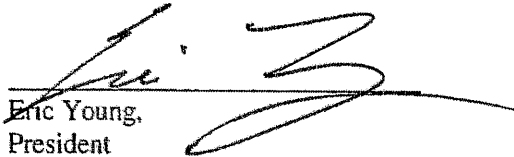
ARTICLE D.34 PURCHASE OF SUPPLIES, RESOURCES, AND EQUIPMENT

1. The Employer will advise employees of school and district funds available, and the process for resourcing educational programs, including classroom resources, utilizing school and district funds available.



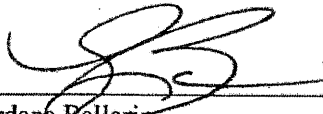
Robert Weston,
Executive Director of Human Resources
School District No. 40

July 11, 2019
Date



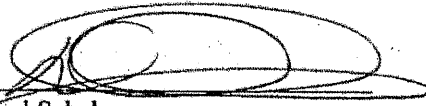
Eric Young,
President
New Westminster Teachers' Union

July 11, 2019
Date



Gordana Ballarin,
Human Resources Manager
School District No. 40

July 11, 2019
Date



Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union


July 11, 2019
Date

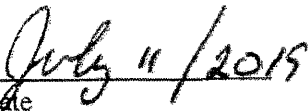
Agreement to recommend for the endorsement and ratification by:

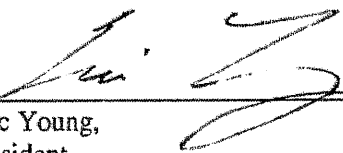
- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union

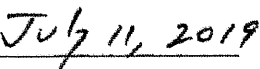
ARTICLE E.23 PERSONNEL FILES


1. There shall be only one **(1)** official personnel file for each **employee teacher**, and it shall be maintained at the **district office**.
2. After receiving a request from ~~a teacher~~ **an employee**, the **employer Superintendent** shall forthwith grant access to that **employee's teacher's** personnel file.
3. An appropriate official of the school board office shall be present when **an employee a teacher** reviews ~~their his/her~~ **personnel file**, and the **employee teacher** may be accompanied by an individual of the **employee's teacher's** choosing.
4. The Board agrees that only material relevant to the employment of the **employee teacher**, shall be maintained in personnel files.
5. **An employee A teacher** shall be informed when material is placed in the **employee's teacher's** personnel file and a copy of the material sent to the **employee teacher**.
6. Where material critical of the **employee teacher**, or in the nature of a reprimand, is placed in ~~the~~ **their personnel file**, the **employee teacher** may make written request to the Director of Human Resources Services to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. **The employer shall provide written notice to the employee upon the removal of the material from the employee's personnel file.**
7. Personnel files shall be the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district.


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


Date



Eric Young,
President
New Westminster Teachers' Union


Date



Gordana Ballarin,
Human Resources Manager
School District No. 40

July 11/19
Date



Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union

July 11, 2019
Date

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union

ARTICLE E.27 POSTING VACANT POSITIONS

1. ~~“Vacancy” means a newly created position or an existing position vacated by the incumbent, except short term maternity or sick leave (leave occurring after the commencement of the school year or term) which will be posted as “Temporary Assignment to the Position”. All teachers including Teachers Teaching On Call in the district are eligible for all posted vacancies.~~
 2. ~~All vacancies of more than 25 teaching days duration shall be posted on bulletin boards in all schools and centers of the school district as soon as they become known, for a period of seven (7) calendar days. Copies of all postings shall be forwarded at the time of posting to the Union president and the school administrative officer and Union staff representative.~~
1. **Definitions**
 - a. **Appointment**

An appointment is the full-time or specified part-time employment (i.e., full time equivalent) of an employee on a continuing, temporary, or on-call basis (i.e., employment status).
 - b. **Position**

A position is a specified subject area(s) (e.g. Science), and/or program(s) (e.g. French Immersion), and/or level(s) (e.g. Primary) on a full-time or specified part-time basis at a designated school(s) or work location(s).
 - c. **Assignment**


An assignment is the specific work undertaken by an employee within a given position (e.g. Grade 3).
 - d. **Vacancy**

A vacancy shall mean an existing or newly created position, to which an employee is not assigned.
 2. **A position temporarily vacated by an incumbent who retains the right to return to that position shall be posted as temporary.**
 3. ~~At the end of the posting period vacancies may be advertised outside of the district.~~
 3. **All employees are eligible to apply for all vacancies.**
 4. ~~During July and August vacancies shall be posted at the Board office with a copy to the Union, and copies of each posting shall be forwarded to any teacher who has requested in writing to the Director of Human Resource Services to receive such a specific posting.~~
 4. **Employees working in an approved job-share partnership may apply together for all vacancies and the senior job share partner's seniority shall apply pursuant to Article C.23 (Part-Time Employment) and Article E.28 (Filling Vacant Positions).**


5. All vacancies known or reasonably believed to be of twenty-five (25) working days duration or longer, or on the 25th day of absence of the vacating employee, shall be identified on a standard posting form.
6. New vacancies shall not be posted between July 1 and August 15, except by mutual agreement of the Union and Board.
7. Positions which become vacant during the school year shall be posted.
8. As soon as such vacancies become known, the positions shall be posted for a period of five (5) working days:
 - a. on bulletin boards at all worksites in the district;
 - b. through the district website accessible to all employees 24 hours a day; and
 - c. at the Board office.
9. At the time of posting, copies shall be forwarded to the local via facsimile, electronic mail (email), or hand delivery per the local's preference.
10. Notification of, or any changes made to, posting dates shall be sent to all employees, including those on:
 - a. the recall list; and
 - b. leaves of absence.
11. Every posting shall contain the following information:
 - a. identification of the teaching position to be filled, i.e. including, but not limited to:
 - i. subject area(s), and/or grade level(s), and/or program;
 - ii. work location;
 - iii. full-time or specified part-time; and
 - iv. any other salient relevant descriptive information.
 - b. start date and, if applicable, end date;
 - c. date of posting and closing date for receipt of applications;
 - d. e. required necessary qualifications, which shall be reasonable, bona fide requirements bona fide qualifications for the position.
 - e. contact information of the employer representative to be contacted for further information about the position; and
 - f. 7. 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.

12. Disputes arising out of application of this Article may be referred as outlined under the provisions of this Collective Agreement to Step 2 of Article 4.6 (Grievance Procedure) and/or Article 4.7 (Expedited Arbitration).

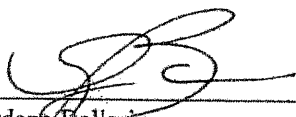
13. 6. The successful candidate shall be informed in writing of the nature and location of the position and where feasible, a copy of the collective agreement provided prior to the appointment.


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


Dec 5/2019
Date


Eric Young,
President
New Westminster Teachers' Union

Dec. 5, 2019
Date


Gordana Balkarin,
Human Resources Manager
School District No. 40

Dec 5, 2019
Date


Darryl Schelp,
Bargaining Chairperson
New Westminster Teachers' Union

Dec. 5, 2019
Date


Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership – Union


ARTICLE E.28 FILLING VACANT POSITIONS

1. Other than in filling positions of special responsibility, and providing that applicants have equal qualifications as defined in Article C.5.3 (Definition of Qualifications) and seniority as defined in Article C.5.2 (Definition of Seniority), the order of priority for filling positions shall be:
 - a. ~~teachers~~ employees on continuing appointments returning from a leave of absence of greater than one (1) year;
 - b. employees who possess a continuing ~~teachers~~ appointment (status);
 - c. employees on the recall list, pursuant to Article C.5 (Seniority, Layoff, Recall, and Severance Pay)
 - d. ~~e- teachers~~ employees who have been employed by the District in one (1) or more full-time temporary contracts of at least four (4) months duration as per Article C.24;
 - e. ~~d- teachers~~ employees who have been employed by the District in one (1) or more temporary contracts that do not meet the requirement of Article C.24;
 - f. ~~e-~~ all other applicants.
2. Seniority is pursuant to Article C.2 (Seniority) and Article C.5 (Seniority / Lay Off / Recall / Severance).
3. A list of the names of applicants for a posted position shall be provided to the Union upon request.
4. The name of the successful applicant for each position shall be provided to the Union.
 - a. Where a less senior applicant is selected, and only at the request of the Union, the Employer will provide the rationale for choosing the less senior applicant, that includes, but is not limited to, information on the qualifications of:
 - i. the successful less senior applicant; and
 - ii. any senior applicant.
5. ~~2-~~ Positions shall be filled within three five (5) school working days of the end of the posting period, provided there are qualified, internal applicants.
6. For those employees who apply for posted vacancies as a job-share partnership, pursuant to Article C.23 (Part-Time Employment), the seniority used shall be that of the job-share partner with the most seniority.
7. ~~3-~~ In filling any position, qualifications shall be those stated in the posting.
8. ~~4-~~ If a new or existing position becomes vacant after September 1st August 15 and the successful applicant is currently employed in another full time position or in a part time position which may conflict with the scheduled assignments of the vacant position, the position will be filled according to the following:


- a. If the successful applicant is currently teaching in the district, the Board shall have the option of assigning the successful applicant either immediately or at the conclusion of the next natural break in the school year, or at the beginning of the next school year. In the event that this assignment is delayed, the position shall be re-posted and filled on an interim basis as a temporary assignment.
 - i. For the purposes of this article, "next natural break" means the Christmas winter break, spring break, or term, or semester break.
9. ~~Disputes arising out of application of this Article may be referred as outlined under the provisions of this Collective Agreement to Step 3 of Article 45 (Grievance Procedure) and/or Article A.7 (Specified Arbitration).~~
10. 5. Subject to the agreement of the principal or administrative officer, vacancies in all positions of special responsibility (senior teachers, head teachers, team leaders, department heads and assistant department heads) shall be filled by election by the teaching staff except in the case of a department head, who shall be elected by majority vote of the staff in that department.
11. ~~All other teaching vacancies shall be filled using a screening/short-listing committee comprising two (2) school staff teaching representatives and two Board appointees. Screening/short-listing activities shall not be undertaken during regular instructional time.~~


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


Dec 5/2019
 Date


 Eric Young,
 President
 New Westminster Teachers' Union

Dec. 5, 2019
 Date


 Gordana Ballarin,
 Human Resources Manager
 School District No. 40

Dec 5, 2019
 Date


 Darryl Schelp,
 Bargaining Chairperson
 New Westminster Teachers' Union

Dec. 5, 2019
 Date

Agreement to recommend for the endorsement and ratification by:

- BCPSEA and Board of Education SD40 – Employer
- BCTF and NWTU Membership - Union

ARTICLE E.30 PARENTAL COMPLAINTS (COMPLAINTS ABOUT EMPLOYEE PERFORMANCE OR RELATED WORK)

1. The parties acknowledge the importance of respecting due and fair process, transparency and respect for the role of employees, as well as the role of Board representatives in the processing of allegations made by students, parents, or guardians as to employee performance or related work.
2. Accordingly, the parties acknowledge the need for, and support the implementation of, Administrative Procedures for addressing complaints about an employee's performance or related work. These include, but are not limited to:
 - a. Code of Conduct (AP 104 – adopted May 30, 2017; as may be amended), for all members of our District Learning Community (employees, students, parents, contractors, and volunteers);
 - b. Responsible Use of Electronic Social Media (AP 146 – adopted May 30, 2017; as may be amended);
 - c. Complaint Process for a Resolution of Concerns (AP 152 - adopted May 30, 2017; as may be amended).



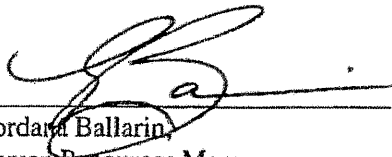
Robert Weston,
Executive Director of Human Resources
School District No. 40

July 11, 2019
Date



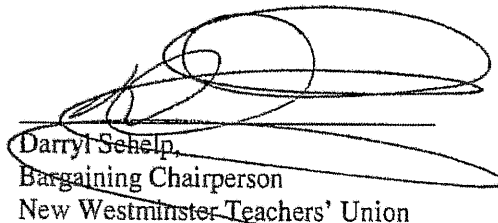
Eric Young,
President
New Westminster Teachers' Union

July 11, 2019
Date



Gordana Ballarin,
Human Resources Manager
School District No. 40

July 11, 2019
Date



Darryl Sehlep,
Bargaining Chairperson
New Westminster Teachers' Union

July 11, 2019
Date

Agreement to recommend for the endorsement and ratification by:


- *BCPSEA and Board of Education SD40 – Employer*
- *BCTF and NWTU Membership - Union*

ARTICLE G.30 DEFERRED SALARY (SELF FUNDED) LEAVE PLAN

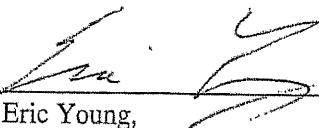
A Self-Funded Leave Plan allows employees to defer a portion of their salary for three (3) or four (4) years in order to take a personal leave of absence for one school year with modified pay.

- ~~1. The Board shall administer a Deferred Salary Leave Plan as determined by a separate agreement.~~
- 1. Any employee in a continuing position may apply at least three (3) school years in advance to take a one (1) year deferred salary (self funded) leave.**
- ~~2. The Self Funded Leave Plan shall be governed by a Self Funded Leave Plan Committee composed of two (2) members appointed by the Union, two (2) members appointed by the Board and the Superintendent or designate. The committee shall select a chairperson from amongst its members.~~
- 2. An employee may apply for participation in the plan for either:**
 - a. Five (5) years (Four (4) years work, known as the Deferral Period, and followed immediately thereafter by a one year leave); or**
 - b. Four (4) years (Three (3) years work, known as the Deferral Period, and followed immediately thereafter by a one year leave).**
- ~~3. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.~~
- 3. An application for a deferred salary (self-funded) leave must be received by the Board no later than April 30 for deferral to commence July 1 of the same year in accordance with G.30.2.**
- 4. A self-funded leave shall commence on July 1 or at a natural break in the school year as mutually agreed upon by the Board and Employee. The one (1) year leave shall be paid in ten (10) equal payments between September and June, with a mid-month advance.**
- ~~5. Although no guarantee can be given by the Board, every attempt will be made by the Board to place a returning teacher at or near the position held before the Leave of Absence.~~
- 5. The amount of salary to be deferred in each of the years leading up to the leave shall be:**
 - a. Twenty (20) percent for a five (5) year plan; or**
 - b. Twenty-five (25) percent for a four (4) year plan.**
- 6. 4. During the period of leave, the employee may continue to receive medical, extended health, group life insurance, and dental benefits at their own cost.**
- 7. An employee may elect, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of leave. The employee shall make the necessary arrangements with Pensions BC.**

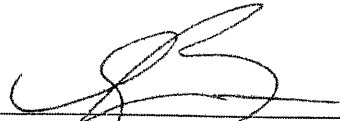
8. An employee returning from a self-funded leave shall be reassigned to the same position held prior to their leave, except in the case of layoff pursuant to Article C.5 (Seniority/Layoff/Recall/Severance Pay) or due to declining enrollment pursuant to Article E.21 (Transfer of Assignment).
9. Employees will not accumulate sick days during the self-funded leave.
10. Employees who cease to be employed by the Board, or commence Salary Indemnity Plan (SIP) – Long Term while participating in the self-funded leave plan will be withdrawn from the plan and will be paid a lump sum adjustment for the monies retained by the Board plus earned interest.
11. Employees may voluntarily withdraw from the self-funded leave plan by indicating their intention to do so in writing to the Board. All monies retained by the Board, plus interest earned, will be paid to the employee within sixty (60) days of receipt of written notice of withdrawal.
12. Should the employee become ill and be drawing down their sick bank, the percentage amounts as set out in G.30.5 shall continue to continue until their sick bank has been depleted or maximum sick days have been used as per G.20.3 (Sick Leave), up to a maximum of one hundred twenty (120) days, after which provisions as outlined in G.30.13 shall apply.
13. Should the employee be on Salary Indemnity Plan (SIP) – Short Term the percentage amounts as set out in G.30.5 shall cease for the duration of the short-term disability.
 - a. In such cases the deferred salary paid out for the self-funded year, shall be adjusted to reflect the non-contributory period of time as per G.30.13.
14. Should the employee die during the duration of this plan all monies retained by the Board, plus interest earned, will be paid to the employee's estate within sixty (60) days of the Board receiving notification of death, and upon receipt of any necessary legal clearances and proofs normally required for payment to estates.


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

Dec 5/2019
Date


Eric Young,
President
New Westminster Teachers' Union

Dec. 5, 2019
Date



Gordana Ballarin,
Human Resources Manager
School District No. 40

Dec 5, 2019
Date



Darryl Schelf,
Bargaining Chairperson
New Westminster Teachers' Union

Dec. 5, 2019
Date