

2025 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 2022-2025 Collective Agreement as set out below.
2. The amendments will be included in the 2025 – 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 click to check one box):
 - ☐ Upon completion of successful ratifications of the LMA;
 - ☒ July 1, 2025;
 - ☐ On separate implementation dates as identified in each amended article;
 - ☐ Upon completion of the provincial bargaining table, but no earlier than July 1, 2025. *(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"><i>local ratification;</i><i>July 1, 2025; or</i><i>provincial ratification</i>
C.23.4 Part-Time Employment	July 1, 2025
G.32 Leave of Absence – Long Term	July 1, 2025
E.21.2 Transfers and Assignments	July 1, 2025
D.25 Staff Meetings	July 1, 2025
D.29 Health & Safety	July 1, 2025

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

ARTICLE C.23.4 Part-Time Employment

4. Reduced Position

a. Access

- i. Employees with a continuing appointment, up to a full-time position, may request a reduced position **for the following school year by providing written notice to the Board by March 31**, and the Board shall consider each request based on operational and educational needs. **Requests made after March 31 will be considered under exceptional circumstances.**
- ii. **Requests for a reduced position within the school year, following an approved leave of absence, will be considered based on operational and educational needs. Requests must be received by HR at least thirty (30) days prior to expiration of the leave. Requests received with less than 30 days notice will be considered under exceptional circumstances.**
- iii. 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.

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~~ **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.

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). **Such leave shall be for a full term(s), a full semester, or a full school year.**
 - 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.
 - c. **Request for Long Term leave must be submitted to Human Resources by March 31 for leave starting in September, or by October 31 for leave starting in January or Semester 2, or by January 31 for leave starting in March.**
 - d. **Requests to extend a long-term leave to a maximum of two (2) years shall be considered based on operational and educational needs. Requests must be received by HR at least thirty (30) days prior to expiration of leave.**
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]
3. 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)-, **or no later than January 31 for return in March.**
- ~~3.~~ 4. 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.
5. **During the period of leave, an employee on long-term leave of absence shall be permitted to serve as a Teacher Teaching on Call with the employer.**

ARTICLE E.21.2 TRANSFERS AND ASSIGNMENTS

- 2. When the Board has determined that a continuing position will be eliminated for the following school year, such that an employee will be subject to Transfer Initiated by the Board (Article E.21.1), the Board shall, wherever practicable, inform the impacted teacher no later than two (2) weeks prior to the date on which the first round of the spring postings process is issued by the Board.**

ARTICLE D.25 STAFF MEETINGS

1. 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, employees shall make every possible effort to attend the meeting.
 - b. An agenda of items shall be given to employees forty-eight (48) hours prior to any staff meeting where possible.
 - c. Employees may place items on the agenda to be considered.
 - d. Additional **emergent** items for consideration may be added to the agenda at the beginning of the meeting.
 - e. 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 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. Employees shall attend staff meetings held at recess, lunch hour or outside the above time frame on a voluntary basis.
4. Employees shall make 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.~~ **The principal, or designate, shall chair staff meetings.**
6. Part-time and itinerant employees 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~~ **twelve (12) scheduled staff meetings per school year, not including meetings scheduled on the first day of school and the year-end administrative day.**

ARTICLE D.29 HEALTH AND SAFETY

1. The Union and the Board shall participate in a District Health and Safety Committee together with other representatives of interested groups in the district. Recommendations of the Union on health and safety shall be brought to the attention of the Committee for its consideration and necessary action where appropriate.
2. ~~Classes~~ **Workspaces** shall be ~~conducted~~ **assigned** only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are in accordance with WorkSafeBC regulations and guidelines, to ensure an environment that is hygienic, safe and conducive to ~~effective learning~~ **fulfilling roles and responsibilities**.
3. The following health standards shall be maintained in district schools:
 - a. specific problems that endanger the health and safety of individual employees or students must be eliminated;
 - b. adequate supplies of soap, toweling and tissue must be maintained and accessible; and
 - c. an adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for employees required to deal with students' blood or other bodily fluids.