

2022 LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No. 61 (Greater Victoria School District)

AND

Greater Victoria Teachers' Association

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 – 202_ 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 July 1, 2022.


Agreed to Local Matters:

Article Number and Title
ARTICLE D.26 HEALTH & SAFETY
6. Joint Occupational Health and Safety Committees
7. District Occupational Health and Safety Committees
ARTICLE E.20.1.c POSTING AND FILLING OF VACANCIES
ARTICLE E.20.6.c POSTING AND FILLING OF VACANCIES
ARTICLE E.20.7.c POSTING AND FILLING OF VACANCIES
ARTICLE E.20.11.c POSTING AND FILLING OF VACANCIES
ARTICLE E.22 TRANSFER OF TEACHER DECLARED IN EXCESS TO SCHOOL NEEDS
ARTICLE E.28 NO DISCRIMINATION
ARTICLE E.29 RACE RELATIONS ANTI-RACIST ENVIRONMENT
LOU: Staffing Processes
LOU: Mobility Round
MOA: Special Programs Indigenous Hiring Agreement
MOA: Special Programs Racialized Hiring Agreement

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


Signed:

Greater Victoria Teachers' Association

Signature:  _____

Name: Winona Waldron

Greater Victoria Board of Education:

Signature:  _____

Name: Colin Roberts

ARTICLE D.26 HEALTH & SAFETY

6. JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

- a. The Board shall establish Joint Occupational Health and Safety Committees at all work sites in accordance with the Workers' Compensation Act.*
- b. The role of the committee shall be to create a safe place of work and will function according to the regulations of the Workers' Compensation Act.*

7. DISTRICT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- a. Where the District establishes a District Occupational Health and Safety Committee, the GVTA shall have representation as per the Terms of Reference.*
- b. The function of the District Occupational Health and Safety Committee is to reduce occupational health and safety hazards and promote safe working conditions throughout the District.*

ARTICLE E.20.1 POSTING AND FILLING OF VACANCIES

1. For purposes of posting, a vacancy is defined as a teaching position in the District that:
 - a. is newly created,
 - b. is available after the result of internal reassignment pursuant to Article E.21,
 - c. is of more than forty (40) working days in duration, spread over no more than ~~sixty (60) consecutive working days~~ *three calendar months during the regular work year,*
 - d. has been permanently vacated by the incumbent, or
 - e. has been vacated by the incumbent on a leave of absence,
 - f. and which the Board considers necessary to fill to meet District education needs.

ARTICLE E.20.6 POSTING AND FILLING OF VACANCIES

6. Mobility Rounds

- c. Where a teacher has a combination of *continuing* positions ~~in a single teaching area~~ totaling .7 FTE or greater, they shall be able to apply for mobility round positions *in the usual manner*.
- d. ~~A “single teaching area” is defined as: exploratory tech ed; exploratory home economics; exploratory visual arts; exploratory computer ed; middle school band and/or choir; music (including band, choir, strings, and prep); dance; counselling; library and/or library prep; special education; Reading Recovery; ELL.~~

ARTICLE E.20.7 POSTING AND FILLING OF VACANCIES

7.

c. Secondary Schools (June Posting Round Only)

- i. A teacher with a continuing contract in a secondary school with an entitlement less than 1.0 shall be eligible to apply for portions of continuing vacancies in that school that are compatible with their current assignment as scheduled and for which they are qualified per Article C.21. Such applications will be considered along with all other applicants for the position and if that teacher is the senior qualified candidate, they will be awarded the portion(s) of the assignment and their continuing entitlement increased accordingly. The remaining portion of the assignment will be reposted.*
- ii. If multiple teachers within the same school apply for the same continuing vacancy and they are the most senior qualified candidates, the portions of the assignment will be awarded based on order of seniority. The remaining portion of the assignment will be posted.*

ARTICLE E.20.11.c POSTING AND FILLING OF VACANCIES

11.

- c. *There will be no requirement to post "Temporary time", as defined below. In the application of these exceptions the GVTA will be notified when the temporary time has been added to a teacher's assignment.*
 - i. *For job shares at elementary and middle schools, no posting is required where one of the teachers in the job share assumes all of the other teacher's reduced assignment on a temporary basis during the school year.*
 - ii. *Teachers in non-enrolling positions may have temporary time within their non-enrolling program added to their assignments during a school year without posting. Where there is more than one teacher in the program on a teaching staff, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the collective agreement.*
 - iii. *Two blocks of temporary time may be added to a secondary teacher's assignment per school year without posting provided the temporary time is compatible with the teacher's existing schedule/timetable. The temporary time will be added on the basis of the priorities for filling positions in the Article E.20.10 of the collective agreement.*

ARTICLE E.22 TRANSFER OF TEACHER DECLARED IN EXCESS TO SCHOOL NEEDS

9. Involuntary Reduction

- a. An involuntary reduction results when there is insufficient work in a school to fulfill the teacher's entitlement. The teacher may choose to take a reduced assignment, which allows them to stay at the school.
- b. Where a teacher takes a reduced assignment, as a result of there being insufficient work in their school, the teacher will sign ~~and an~~ "Involuntary Reduction in Assignment Memorandum", which will stipulate the assignment change. The reduction will be treated as a partial lay-off with the teacher retaining the right to return to their stated entitlement under the terms of Article C.23. ~~If the circumstances that gave rise to the reduction persist in the subsequent school year, a new memorandum with appropriate assignment details will be signed by the teacher and principal. If requested by the teacher, the District will supply documentation required by the Teacher Pension Plan to allow the purchase of service in the amount of the reduction.~~
- c. It is further agreed that when the teacher is offered continuing contract work within the school, to which they are entitled under the terms of Article C.23, the offer will be recorded and initialed on the above referenced Memorandum. If a teacher refuses two offers to increase their assignment, pursuant to Article C.23, the teacher's right to return to their former entitlement will be lost. ~~The Memorandum will be reviewed annually. Copies of the Memorandum and any subsequent changes will be kept in the teacher's employment file at the school and in the teacher's personnel file in the Human Resources Services Department.~~
- d. *Teachers in a school who have been involuntarily reduced may have temporary time, for which they are qualified, added to their assignments during a school year without posting, up to their continuing entitlement provided the temporary time is compatible with the teacher's existing schedule/timetable. Any temporary time shall first be offered to teachers in receipt of an involuntary reduction.*

ARTICLE E.28 NO DISCRIMINATION

1. There will be no discrimination against any applicant to a position covered by this Agreement or against any member of the bargaining unit on the basis of *Indigenous Identity*, race, colour, ~~ancestry, creed,~~ age, physical or mental disability ~~handicap~~, sex, ~~or~~ sexual orientation, *gender identity or expression*, ~~religious~~ religion, ~~or~~ political belief, ~~affiliation, national~~ place of origin, marital status, family status, summary or criminal conviction, ~~whether the member has children, or is found to be HIV positive~~ or any other basis as provided for in the British Columbia Human Rights Code.
2. Nor shall a member be discriminated against due to participation in the activities of the Association, carrying out duties as a representative of the Association, involvement in any procedure to interpret or enforce the provisions of the Collective Agreement, or filing a grievance and having a grievance upheld.
3. *The Employer and the Local shall promote a discrimination free work environment.*

ARTICLE E.29 ~~RACE RELATIONS~~ ANTI-RACIST ENVIRONMENT

1. The Board and the Association do not condone and shall not tolerate any expression of racism.
2. *The Employer and the Local shall actively promote an anti-racist environment.*
3. Any written allegation of racism made by a member of the Association shall be jointly investigated ~~received~~ by the Superintendent of Schools and the President of the Association ~~and delegated for investigation for report to both parties~~. *The complainant will be informed on whether corrective action was or was not taken. If the respondent is a member of the Association, then Article C.26 shall apply.*

LETTER OF UNDERSTANDING
BETWEEN:
BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 61 (GREATER VICTORIA)
AND:
THE GREATER VICTORIA TEACHERS' ASSOCIATION

Re: Staffing Processes

The Intent of this Letter of Understanding is to augment the staffing processes outlined in E.20 and E.21.

~~A. Voluntary Reductions in Assignment~~

- ~~1. A voluntary reduction occurs when a teacher takes an unpaid personal leave of absence for a portion of their assignment, under the provisions on article G.22.4.c. In this circumstance, there is a two-year limit. The teacher retains their employment entitlement.~~
- ~~2. A voluntary reduction can also be achieved by successfully posting into a reduced assignment. In this circumstance, the teacher forgoes their right to the previous entitlement, unless they have recall right under Article C.23. To return to a higher FTE, the teacher would have to successfully post into a larger assignment.~~

~~B. June Posting Round~~

- ~~1. A teacher with a continuing contract in a secondary school with an entitlement less than 1.0 (but not less than 3 blocks) shall be eligible to apply for portions of continuing vacancies in that school that are compatible with their current assignment and for which they are qualified per Article C.21. Such applications will be considered along with all other applicants for the position and if that teacher is the senior qualified candidate, they will be awarded the portion(s) of the assignment and their continuing entitlement increased accordingly. The remaining portion of the assignment will be reposted.~~
- ~~2. If multiple teachers within the same school apply for the same continuing vacancy at the same time and they are the most senior candidates, the portions of the assignment will be awarded as per the paragraph above with the portions of the~~

~~assignment being awarded based on order of seniority. The remaining portion of the assignment will be posted.~~

A. ~~C.~~ Restrictions and Restricted Assignments

Teachers who accept a temporary position after the start of the school year will not be permitted to accept another temporary posting unless it is compatible with their temporary position or in certain other limited circumstances as indicated below. A teacher may accept another temporary posting once during the school year provided that:

1. The other temporary position is at least .3 FTE greater than their current position either on its face, or if the additional length of the other temporary posting would make it a total of at least .3 FTE greater than their current position (for example, a potential move to a 1.0 FTE temporary position for the period Nov. 1 to June 30 from a .8 FTE temporary position for the period Sept. 1 to Dec. 21 would fulfill this requirement), and
2. There is no movement after the first day back from March break, and
3. The posting is assumed at a mutually agreeable time, and
4. In addition, a classroom vacated by a teacher movement will not be subject to an additional change afterwards and a teacher accepting a temporary position after it has been vacated by another teacher will not be permitted to move to another posting which is not compatible with that position. All postings affected by a restriction of further movement will clearly indicate that further transferability restricted.

~~D.~~ Posting and Filling of Temporary Vacancies

- ~~1. This section applies to temporary vacancies that become available during a school year as per Article C.25.2 ("Temporary Time").~~
- ~~2. All temporary time as referred to paragraph 1 will be posted except for the exceptions contained in paragraph 3, 4, 5, 6 and 7. In the application of these exceptions the GVTA will be notified when the temporary time has been added to a teacher's assignment.~~
- ~~3. For job shares at elementary and middle schools, no posting is required where one of the teachers in the job share assumes all of the other teacher's reduced assignment on a temporary basis during the school year.~~
- ~~4. Teachers in non-enrolling positions may have temporary time within their non-enrolling program added to their assignments during a school year without posting. Where there is more than one teacher in the program on a teaching staff, temporary time will be~~

~~added on the basis of the priorities for filling positions in Article E.20.10 of the collective agreement.~~

- ~~5. Exploratory teachers at middle schools and prep release teachers at elementary schools may have temporary time for exploratory or prep relief, whatever the case may be, added to their assignments during a school year without posting. Where there is more than one teacher on a teaching staff in this category, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the collective agreement.~~
- ~~6. Teachers in a school who have accepted an assignment less than their continuing entitlement in the spring staffing may have temporary time added to their assignments during a school year without posting up to their continuing entitlement provided the temporary time is compatible with the teacher's existing schedule/timetable. Where there is more than one teacher on a teaching staff in this category, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the collective agreement.~~
- ~~7. One block of temporary time as referred to in paragraph 1 may be added to a secondary teacher's assignment per semester (or two blocks in a linear school) without posting provided the temporary time is compatible with the teacher's exiting schedule/timetable. The temporary time will be added on the basis of the priorities for filling positions in the Article E.20.10 of the collective agreement.~~
- ~~8. Teachers in non-enrolling positions may have temporary time within their non-enrolling program added to their assignments during a school year without posting. Where there is more than one teacher in the program on a teaching staff, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the collective agreement.~~

~~B. E. Splitting Positions~~

- ~~1. There may occasionally be situations where ~~there~~ it is in the interest of both the employer and the union to split or separate a particular vacated position *before posting*, to facilitate filling by ~~internal~~ *qualified* candidates.~~
- ~~2. If a position is posted as vacated and not filled in accordance with the collective agreement and the following agreements (Temporary Top-Up Agreement, Internal Reassignment and Reductions in Assignment), the employer will consult with the union~~

~~and make every effort to reach an agreement in good faith with respect to splitting the position.~~

2. *When the employer and the union come to an agreement regarding the splitting of a position, the two portions shall be posted as compatible.*
3. *If the employer and the union are not able to reach an agreement regarding the splitting of a position and the position is posted and not filled, then the two portions of the position shall be posted as compatible.*

~~F. Number of Blocks Taught Per Semester~~

- ~~1. A TOC who accepts a 4 block assignment in Semester 1 will be limited to no more than 3 blocks in Semester 2 of that year.~~
- ~~2. The District Payroll Department will calculate an annualized salary for the academic year, including appropriate calculation for Prep Time and pension.~~

C. *Increasing Continuing FTE Without Posting*

1. *Teachers in non-enrolling positions may have continuing time within their non-enrolling program added to their assignments without posting. Where there is more than one teacher in the program on a teaching staff, continuing time will be added on the basis of the priorities for filling positions in Article E.20.10 of the Collective Agreement.*
2. *An increase of a teacher's continuing FTE can be achieved either by assuming vacant FTE or by the splitting of the non-enrolling portion of a larger position.*
3. *This increase within a school will not be used to increase a teacher's FTE by more than 0.1 continuing FTE per year.*

Signed:

Greater Victoria Teachers' Association


Name: Wimona Waldron

Signature: 

Date: Feb. 2, 2022

Greater Victoria Board of Education:

Name: Colin Roberts

Signature: 

Date: February 2, 2022

Letter of Understanding

The Board of Education of School District No. 61 (the District)

and

The Greater Victoria Teachers' Association (the GVTA)

Mobility Round

Whereas the Collective Agreement states that there will be two mobility rounds (E.20.6.a),
and

Whereas the Board is concerned with the administrative burden of holding two mobility
rounds, and

Whereas the parties have bargained some changes to the rules around eligibility for
mobility, and

Whereas the parties want to assess the impacts of a change from two to one mobility
rounds; therefore,

The parties agree:

1. The number of mobility rounds shall be reduced from two to one.
2. This agreement will be in effect on July 1, 2022. The parties agree to meet no later than 90 days prior to the expiration date of the Collective Agreement to discuss continuing, amending, or terminating this agreement.
3. This agreement is without precedent and prejudice to the parties to any provisions of the Collective Agreement or any other district.

Signed:

Greater Victoria Teachers' Association

Signature:  _____

Name: Winona Waldron

February 2, 2022

Greater Victoria Board of Education:

Signature:  _____

Name: Colin Roberts

February 2, 2022

MEMORANDUM OF AGREEMENT
The Board of Education of School District No. 61
(the District)
And
The Greater Victoria Teachers' Association
(the GVTA)

Re: Special Program - Indigenous

Whereas the parties recognize that Indigenous peoples are underrepresented in the Greater Victoria School District teaching staff, the District, with support of the Greater Victoria Teachers' Association, has made an application to the British Columbia Human Rights Tribunal for a Special Program to address this matter.

The application of the Special Program shall be in accordance with the following terms:

1. This program, authorized under Section 41: Exemptions and Section 42: Special programs, provides for preferential hiring of Indigenous people in the following manner:
 - a. There shall be preferential hiring of Indigenous teachers for teacher positions created by targeted funding for Indigenous students.
 - b. When more than one qualified candidate applies for a targeted position and is an Indigenous person, Article E.20.10.b shall apply between the qualified Indigenous candidates;
 - c. When a position is posted with a mix of targeted and non-targeted funding and a non-Indigenous teacher is the senior qualified candidate, they shall be awarded the non-targeted portion. The qualified Indigenous candidate shall be awarded the targeted portion of the position, or the position will be reposted.
2. There shall be preferential hiring of Indigenous teachers for a mutually agreed number of positions (the "Positions"), per year in the following manner:
 - a. The GVTA will meet with the District prior to the summer posting round of each year while this Agreement is in force to mutually agree on the number, location, and assignment of positions to be made available in accordance with this Agreement.
 - b. Prior to the summer posting round, the District will compile a list of

Indigenous teachers who have yet to secure a full time continuing teaching assignment.

- c. These teachers will be placed in these Positions based on qualifications and seniority until all of the Positions have been filled or the list of teachers has been exhausted.
3. The District will notify the Union for each position filled in accordance with this Agreement in a timely manner.
4. The District shall commit to the preferential hiring of Indigenous applicants with the necessary qualifications to the District for placement on the Teacher Teaching on Call list.
5. This Agreement will take effect July 1, 2022 and be in full force and effect until the expiration of the Collective Agreement. The parties agree to meet no later than 90 days prior to the expiration date to discuss continuing, amending, or terminating this Agreement.

Signed:


Greater Victoria Teachers' Association

Signature:  _____

Name: Winona Waldron

February 9, 2022

Greater Victoria Board of Education:

Signature:  _____

Name: Colin Roberts

February 9, 2022

MEMORANDUM OF AGREEMENT
The Board of Education of School District No. 61
(the District)
And
The Greater Victoria Teachers' Association
(the GVTA)

Re: Special Program - Racialized

Whereas the parties recognize that racialized peoples are underrepresented in the Greater Victoria School District teaching staff, the District, with support of the Greater Victoria Teachers' Association, has made an application to the British Columbia Human Rights Tribunal for a Special Program to address this matter.


The application of the Special Program shall be in accordance with the following terms:

1. There shall be preferential hiring of racialized teachers for a mutually agreed number of positions (the "Positions"), per year in the following manner:
 - a. The GVTA will meet with the District prior to the summer posting round of each year while this Agreement is in force to mutually agree on the number, location, and assignment of positions to be made available in accordance with this Agreement.
 - b. Prior to the summer posting round, the District will compile a list of racialized teachers who have yet to secure a full time continuing teaching assignment.
 - c. These teachers will be placed in these Positions based on qualifications and seniority until all of the Positions have been filled or the list of teachers has been exhausted.
2. The District will notify the Union for each position filled in accordance with this Agreement in a timely manner.
3. The District shall commit to the preferential hiring of racialized applicants with the necessary qualifications to the District for placement on the Teacher Teaching on Call list.
4. This Agreement will take effect July 1, 2022 and be in full force and effect until the expiration of the Collective Agreement. The parties agree to meet no later than 90 days prior to the expiration date to discuss continuing, amending, or terminating

this agreement. During the period of this Agreement, if at any time either party perceives the terms as failing to meet the intent, the parties shall meet to discuss continuing, amending, or terminating this Agreement.

Signed:

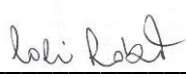
Greater Victoria Teachers' Association

Signature:  _____

Name: Winona Waldron

February 9, 2022

Greater Victoria Board of Education:

Signature:  _____

Name: Colin Roberts

February 9, 2022