

IN THE MATTER OF GRIEVANCES

BETWEEN:

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

(the "School Board")

The Greater Victoria Teachers' Association/The British Columbia Teachers Federation

(Collectively the "Union")

TOC Removal Grievances

SETTLEMENT AGREEMENT

WHEREAS THE PARTIES want to settle all grievances relating to TOC Removals on mutually agreeable terms without prejudice to the merits of their respective positions in the grievance;

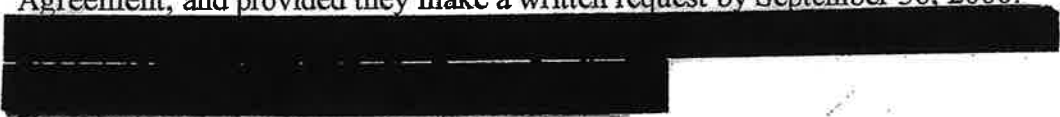
AND WHEREAS THE PARTIES wish to agree to some limitations being placed on the Teacher On Call list ("the TOC List");

THE PARTIES AGREE AS FOLLOWS:

1. For the purposes of this settlement agreement, "day" means a day of seniority eligibility as defined in Article C.5.2.a of the collective agreement.
2. The School Board shall maintain two lists of Teachers On Call ("TOCs") and those lists shall be called the "A list" and the "B list".
3. At the beginning of each school year, or at the time of initial placement on the TOC list, each TOC will declare whether she or he wishes to be placed on the A list or the B list, except as otherwise provided herein.
4. If a TOC chooses to be placed on the A list, then that TOC is expected to be available for work on a regular basis. If at the end of a given school year, a TOC on the A list has failed to work a minimum of 25 days and provided the TOC has been offered a minimum of 50 days of work, then the TOC will be removed from the A list and placed on the B list. That TOC would not be eligible to return to the A list during the following school year.
5. For TOCs on the B list, if the School Board offers at least 15 days work through the school year, the TOC must work at least 5 days to maintain their status.

6. If a TOC on the B list fails to work at least 5 days in a school year, and provided that the School Board has offered at least 15 days work, then that person may, at the end of the school year, be administratively removed from the TOC list. Such removal from the TOC list will not be considered disciplinary.
7. For the purposes of this Agreement, an offer by the School Board includes a phone call or series of phone calls to a TOC offering TOC work for a given day. Multiple offers for the same day will count as one offer of a day's work.
8. A TOC who is placed on the A list or the B list after the beginning of a school year shall have the number of days of work to be offered and worked pro-rated accordingly.
9. The School Board will not stop offering work to TOCs on the A list simply because they have already been offered a minimum of 50 days of work. For the purposes of administering this Agreement, the parties agree that individual teachers may continue to express preferences to which TOCs should be called to replace them when away and the School Board will endeavour to first accommodate those requests. After endeavouring to accommodate those requests, and for the purpose of attempting to offer TOCs on the A list at least 50 days of work, the School Board will generally endeavour to give TOCs on the A list with the same qualifications and level a preference over those on the B list when dispatching TOCs to available assignments.
10. Prior to September 30 of a school year, a TOC may declare herself/himself unavailable for work that entire school year. In such circumstances, the TOC will not be required to meet the minimum number of days worked for the school year. Prior to the start of any semester, term, or natural break, a TOC may declare herself/himself unavailable for work that semester, term, or remainder of the year after the natural break. In those circumstances, the number of days of work to be offered by the School Board and worked by the TOC in paragraphs #4, #5 and #6 will be prorated accordingly. The cumulative total of such long-term unavailable periods shall not exceed 2 school years and are in addition to absences the TOC is entitled to under statute.
11. If a TOC expects to be unavailable for a given period of time for part of a school year other than as set out in paragraph 10 above, that TOC is expected to place herself or himself on unavailable status in the automated system. TOCs may also be placed on unavailable status by the School Board where there have been a significant number of days work refused or calls unanswered and the School Board has given the TOC and the Union advance notice that the TOC will be placed on unavailable status unless the TOC contacts the Dispatch Clerk in the Human Resources Department to have her/his availability reset. A TOC may have

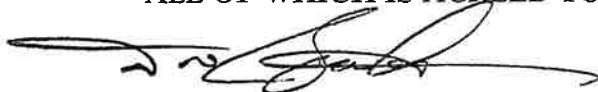
up to a total of 20 days of unavailability during a school year under this paragraph.

12. A TOC on the B list may choose to be moved to the A list at any time, upon 7 days written notice to the Dispatch Clerk, and provided the TOC has not been removed from the A list pursuant to paragraph 4 above. If a TOC moves from the B to the A list after the start of a school year, then the number of days of work to be offered by the School Board and worked by the TOC will be prorated accordingly.
13. The following TOCs who were removed from the TOC list by the School Board pursuant to the "25 day rule", will be eligible to return to the TOC list for the 2006-2007 school year, with their seniority intact, pursuant to the terms of this Agreement, and provided they make a written request by September 30, 2006:

14. The Union withdraws its outstanding grievances related to removals from the TOC list and all matters relating to them are irrevocably settled.
15. The terms of this Agreement relating to the TOC A & B lists will be effective for the 2006-2007 school year and thereafter.
16. This Agreement is on a without prejudice without precedent basis.
17. Colin Taylor, Q.C. will remain seized of and have jurisdiction to deal with matters relating to the interpretation, implementation or breach of this Agreement
18. The provisions regarding removal from the A list or the B list under this Agreement will not apply to Teachers working for the School Board who hold a part time teaching assignment for the period they hold such assignment. In the event any such part time teaching assignment is for less than a full year, the number of days of work to be offered and worked by TOCs under this Agreement will be pro rated accordingly.

ALL OF WHICH IS AGREED TO This

day of,

2006 in Victoria. BC.



DAVE N. BRANDON

For the School Board



For the Union

TO: All Teachers on Call

FROM: Rob Chapple, Manager Educational Staffing & the GVTA

DATE: September 28, 2006

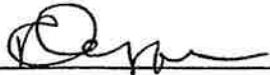
RE: **New Criteria for TOC List**

The District and the GVTA have recently reached an agreement which will affect the way the TOC list is currently administered. The District will create two distinct lists, an A & B list. **To obtain a copy of the full agreement please contact the GVTA or access the district web site.**


A – List Requirements	B – List Requirements
<ul style="list-style-type: none"> Available on a regular ongoing basis 	<ul style="list-style-type: none"> Are not required to be available on a regular on-going basis
<ul style="list-style-type: none"> Must work a minimum of 25 days if offered 50 callouts 	<ul style="list-style-type: none"> Must work a minimum of 5 days if offered 15 callouts. Failure to meet this requirement will result in removal from the TOC List
<ul style="list-style-type: none"> Receive preference for call-out over B list 	<ul style="list-style-type: none"> Do not receive preference for call-out unless requested by an absent teacher
<ul style="list-style-type: none"> Failure to meet the above requirements will result in the TOC being placed on B list by Human Resource Personnel. The TOC will not be eligible to return to A list during following school year 	<ul style="list-style-type: none"> May request to be moved to A list if written notice is given to Human Resources – 7 days notice is required provided that you were not placed on the B list by Human Resources
<ul style="list-style-type: none"> Must maintain accurate availability in the Automated Dispatch System 	<ul style="list-style-type: none"> Must maintain accurate availability in the Automated Dispatch System
<ul style="list-style-type: none"> Prior to September 30 any TOC may declare themselves unavailable for the entire school year, semester or term. However, the cumulative total of unavailability shall not exceed 2 school years. 	

TOC's who post into temporary contracts are exempt from the above criteria, other than the expectation to maintain accurate availability.

Please complete the enclosed form and return to the Human Resource Department in order to declare which list is applicable to your current situation. If your employment status changes please advise the Human Resource Department in writing.



Rob Chapple



Debra Swain