

LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No.50 (HAIDA GWAII)
(hereinafter referred to as the "District")

AND

HAIDA GWAII TEACHERS' ASSOCIATION
(hereinafter referred to as the "HGTA")

1. The parties hereby agree to amend the 2013-2019 Collective Agreement as set out below.
2. These amendments are subject to ratification by the processes established by the BCTF and BCPSEA and shall become effective the date of ratification, unless the amendment(s) specifically provide for another effective date.
3. These amendments shall be included in the 2019 – 20XX Working Document.

Agreed to Local Matters:

1. Amend Article A. 22.7 as follows:

7. Right to Representation

Whenever a Principal or supervising officer requests a teacher to attend a meeting for the declared purpose of discipline, the teacher **shall be informed in advance of their right to representation.** ~~and/or The teacher and/or administrator may be represented at the meeting by a person of his or her~~ **their** choice.

2. Amend Article A. 24.2 as follows

2. Copy of Collective Agreement

The Board and Union desire every teacher and administrator to be familiar with the provisions of this Collective Agreement and ~~his/her~~ **their** rights and obligations under it. For this reason, the Board will provide every Haida Gwaii School District teacher and administrator with an electronic copy of this Collective Agreement within fifteen (15) days following proof-reading of the

Collective Agreement, as mutually agreed by the parties, after the conclusions of negotiation. The Board will also provide three (3) coil bound copies at each teacher worksite for the staffroom, the staff representative, and the office. The Board ~~will~~ **shall** supply an **electronic copy of the Collective Agreement to all teachers and TTOCs**, and a coil bound copy of ~~the Collective Agreement~~ upon request ~~from a teacher~~. Costs shall be shared 50/50 by the Board and the Union.

3. Amend Article C. 23. 2 as follows:

2. Teacher's Right of Recall

When a position on the teaching staff of the District becomes available, the Board shall notwithstanding any other provision of this Collective Agreement except C.23.2.c, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Collective Agreement, 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 terminated pursuant to this Collective Agreement.

- a. A teacher who is offered re-engagement shall inform the Board in **writing** as to whether or not the offer is accepted within seventy-two (72) hours of the receipt of such an offer.
- b. The Board shall allow ten (10) days from an acceptance of an offer under C.23.2.a for the teacher to commence teaching duties; provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- c. A teacher's right to recall under Article C.23 is lost:
 - i. if the teacher elects to receive severance pay; or
 - ii. if the teacher refuses to accept two (2) positions for which he/she possesses the necessary qualifications; or
 - iii. twenty-one (21) months elapse from the date of termination under this Collective Agreement and the teacher has not been re-engaged.
 - iv. **The Teacher accepts a continuing position with another school district.**
- d. A teacher on the recall list is responsible for keeping the Superintendent of Schools informed of changes of name, address and phone number.
- e. Upon recall in a temporary position a teacher shall retain ~~his/her~~ **their** recall status even though the recall assignment may be for a specific term. This permits the Board to employ a teacher on the recall list on temporary

assignments "without jeopardizing" the teacher's right to recall otherwise retained in this Collective Agreement.

- f. The Board shall maintain a recall list, published in September and updated in January. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term of each year.

- g. Sick Leave

A teacher recalled pursuant to this Collective Agreement shall be entitled to all sick leave credit accumulated at the date of termination.

- h. Benefits

A teacher who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all benefits provided for in this Collective Agreement, in effect at the time. Payment of the full cost of such benefits will be made by the Board on behalf of the teacher for any remaining portion of benefits already collected by the Board and thereafter by the teacher.

4. Amend Article D. 29. 1 as follows:

- 1. When new school construction, **school relocation** or major school renovations are planned, the Board agrees to invite representatives, as chosen by and from the specific teaching staff(s) affected, to participate **in throughout** the planning process. The Board shall advise the Union President of progress in the planning process.

5. Amend Article E. 20. 3. a as follows:

The Principal determines the teaching assignment of each teacher within the school.

- a. A meeting shall be held **as soon as possible** prior to the end of the school year for the purpose of discussing the proposed course offerings and assignments for the following year.

6. Amend Article E. 20. 4. b as follows:

- b. Teaching vacancies and new positions shall be posted in all schools for a **minimum of three (3) ~~two (2)~~ days, and emailed to the teacher listserve, the TTOC listserve, and on-island stakeholders.** Following these ~~two~~ **three (3)** days, if deemed appropriate by the Superintendent of Schools, the position may be advertised **externally off-island. Both parties agree that a grievance shall not be filed resulting from an omission or other error in the listserves.**

7. Add Article E. 20. 4. d as follows:

- d. Vacancies of twenty (20) days duration will be discussed between the Union President and the Employer to agree upon the necessity of posting.**

8. Amend Article E. 20. 5. c, d, e as follows:

- a. The Board shall fill vacancies on the basis of seniority as defined in clause C.2.1 provided that applicants have the necessary qualifications.
- b. Requests for change of assignment shall be given priority for a vacant position for which the teacher possesses the necessary qualifications.
- c. Requests given by March 31st to increase assignment may be given priority in the creation of new postings as timetable/schedule permits.**

- ~~e.~~ d. Throughout this Agreement "necessary qualifications" in respect to a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and a reasonable expectation that the teacher can perform the duties of the position based on the following criteria:
- i. Relevant teaching experience in the subject or teaching area during the past five (5) years.
- ii. Relevant qualities such as: experience, informal training, and/or educational preparation.
- iii. Evidence of ability to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- iv. When required by the Superintendent, a written commitment by the teacher to undertake a program to achieve the qualified status prior to the commencement of the appointment.
- d. e. It shall be the responsibility of the teacher to ensure Human Resources personnel has on file the appropriate documentation substantiating necessary qualifications as defined in Article E.20.5.b.

9. Amend Article E. 25. 3 as follows:

3. After receiving a request from a teacher, the Superintendent (or designate) shall grant access to the teacher's personnel file as soon as reasonably possible. The Superintendent or designate shall be present when a

teacher reviews his/her their file, and the teacher may be accompanied by an individual of his/her their choosing. Where the teacher is unable to attend to view his/her their personnel file, the President of the Union (or a **designated Union Representative**) with written permission of the teacher, shall be granted access to the file on the teacher's behalf.

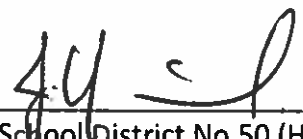
10. Amend Article G. 23. 1. a. as follows:

1. Eligibility

- a. A teacher is eligible for long-term leave of absence after he/she they have has completed three (3) years' service in the District.
- i. No more than: one (1) teacher per school for schools of less than ten (10) full-time equivalent teachers; two (2) teachers per school for schools of ten (10) or more full-time equivalent teachers; or five (5) teachers in the District may be granted long term leave in any one (1) year. **Leaves under this Article shall be for a period of up to ten (10) months to end June 30th or December 31st of the same school year, or in the case of teachers working in a secondary school, at semester break.**
 - ii. Leaves associated with the Deferred Salary Leave Plan are included in these totals.
 - iii. Preference will be given to those teachers who are engaged in professional development.

***See previously submitted signed proposals**

Dated the 2nd of April, ~~2019~~ ²⁰²⁰



School District No.50 (HAIDA GWAIL)



HGTA