

## 2022 LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No.37 (Delta)

AND

Delta 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 – 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 check one):
  - Upon completion of successful ratifications of the LMA;
  - July 1, 2022; or
  - Upon completion of the provincial bargaining table, but no earlier than July 1, 2022. *(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"><li>• <i>local ratification;</i></li><li>• <i>July 1, 2022; or</i></li><li>• <i>provincial ratification</i></li></ul>
<b>E.21: Non-Racist Environment</b>	<b>Local ratification</b>
<b>C.27: Recall Rights</b>	<b>Local ratification</b>
<b>C.30: Part-Time Employees' Employment Rights</b>	<b>Local ratification</b>

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

## **E.21: NON-RACIST ENVIRONMENT**

1. The Board and the Union do not condone and will not tolerate any expressions of racism.
2. A Human Rights Committee, composed of equal numbers of Board and Union representatives shall:
  - a. encourage the continuing review of all prospective learning materials for racial or any discriminatory bias;
  - b. Investigate any written allegation that material is racist, offensive, or discriminatory and report the results of their investigation to the Superintendent and the President of the Union. ~~on race relations and employment equity~~

## **C.27 RECALL RIGHTS**

1. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first make the opportunity of re- engagement available to the teacher who has the most seniority among those terminated pursuant to the Agreement, provided that the teacher possesses the necessary qualifications as defined in Article C.25 (Definition of Qualifications) for the available position.
2. It is the responsibility of each teacher to maintain a current telephone number and mailing address with the Board at all times and make a reasonable effort to maintain up-to-date information on their electronic employee profile.
3. Any teacher who was terminated pursuant to the Agreement and has not secured a position of equal or greater FTE than the position from which layoff notice was received will have ~~four (4)~~ three (3) calendar days to electronically apply for the position in order to exercise their Recall Rights as per this Article. The most senior qualified Recall applicant will be assigned the position. Applicants will be deemed to have accepted the position by virtue of making the application.
4. The Board shall allow seven (7) calendar days from acceptance of an offer under Article C.27 for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a teacher-teaching-on-call for the position until the teacher accepting the position is available.
5. A teacher's right to re-engagement under this Article is lost if:
  - a. a continuing teacher elects to receive severance pay under Article C.28 (Severance Pay) of this Agreement;
  - b. the teacher accepts a continuing position with another school district.
6. The right to re-engagement shall equal the total length of employment as a continuing teacher with the district or one (1) year, whichever is greater.

7. Recall Rights for the current school year will end on May 10<sup>th</sup>. Recall Rights for the following school year will start following the conclusion of Round 3 of the Spring Staffing process. Recall Rights do not apply for the three rounds of the Spring Staffing process.
- 8.7. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
- 9.8. A teacher who retains rights of re-engagement pursuant to Article C.27 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement. Payment of full cost of such premiums, as agreed to in this Agreement, for the first month shall be paid by the Board and thereafter by the employee, subject to the approval of the insurance carrier.

### **C.30: PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS**

1. Part-time employees are employees employed on the equivalent of less than a n annual full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.
2. Fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.
3. An employee with a full-time appointment may, without prejudice to that appointment, request a part-time assignment for a year or less. A request for a part-time assignment shall not be unreasonably denied. The change shall be granted through a leave-of-absence without pay.
4. At the end of the leave-of-absence, the teacher shall revert to a full-time continuing appointment within their school unless the part-time assignment is renewed.
5. Two (2) employees may apply for a job-sharing assignment in respect of a specific full-time position. The request shall not be unreasonably denied. In the absence of one (1) of the job-sharing partners, the remaining partner shall, except in extenuating circumstances, assume full-time teaching duties and shall be paid on scale.
6. Employees hired to the district on a part-time contract basis shall, after on (1) year aggregate service, be considered an employee who has moved from full-time employment to a part-time position.
7. An employee who moves from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year's pension credit.

Dated the 10 of February, 2022

J Maranda  
School District No. 37 (Delta)

Judy Maranda

A Roche  
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Alison Roche