

E.14 – LOU

LOCAL LETTERS OF UNDERSTANDING

~~June 24, 1993~~

~~LETTER OF UNDERSTANDING~~

~~Mr. A. Crawford, Co-President
Ms. E. Smith, Co-President
Vancouver Teachers' Federation
2915 Commercial Drive
Vancouver, B.C.
V5N 4G8~~

~~Dear Sir/Madam:~~

~~Re: Recycling Programs and FAX Machines~~

~~Subject to the following, the Board will introduce a recycling program at each school/worksite. Each Staff Committee will vote on its introduction, with the understanding that the Board will fund, but the staff will implement and carry out the program.~~

~~Each school and annex without a FAX machine will be provided a FAX machine by the Board by the end of the life of this Collective Agreement.~~

~~Other associated costs such as any line/billing charges, will be borne out of school funds.~~

~~Yours truly,~~

~~Vaughan Bowser
Director of Employee Relations~~

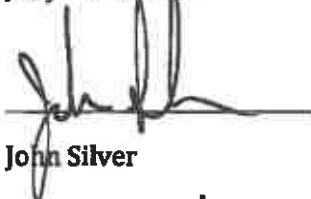
For the Vancouver Teachers Federation

For Vancouver Board of Education



Jody Polukosko

Joann Horsley-Holwill



John Silver

December 8/21

December 8, 2021

Date

Date

Post and Fill

ARTICLE E.21: POSTING AND FILLING VACANCIES

1. In this Article, "vacancy" shall be defined as a position which the Board intends to fill and has not filled through a reassignment. Such vacancy may be:
 - a. A newly created position; or
 - b. An existing position, vacated by an incumbent on a continuing contract.
2. When the Board becomes aware that a position will be vacant for longer than three (3) consecutive months in a school year it shall immediately post the position **Internally** for seven (7) calendar days. **The Board may repost positions internally. ~~at the Union and Area Offices and concurrently at all worksites~~ Hard-to-fill positions may initially be posted internally and externally.** Each posting shall describe the term, general nature and location of the assignment(s) and shall include the process and deadline for application.
3. Employees may apply for posted positions on the following basis:
 - a. Candidacy for positions which will be vacant for one (1) year or longer shall be open to all employees in the District, subject to the provision of Clause 18. below.
 - b. Candidacy for positions which will be vacant for more than three (3) consecutive months in a school year shall be open only to employees returning from leave, teachers teaching on call, and employees holding positions which will terminate prior to the starting date of the posted position. If no qualified applicant applies, the Board may hire from outside the District.
4. Other than for Clause 3.b above, applicants will be interviewed and offered positions in the following order:

Category (A) Principals/Vice-Principals returning to teaching, those returning from VTF, BCTF and C.T.F. leave, subject to the provisions of Article G.21.30.f.

Category (C) Employees with continuing contracts, with or without an assignment other than those mentioned in Clauses a. and b. above.

Category (D) Employees on the recall list.

Category (E) Employees on temporary contract who are recommended for retention in the District by their Principal/Vice Principal/Supervisor.

Category (F) Employees hired by the Board.

- ~~5. An outside applicant maintains their category (F) status pursuant to Article E.21.4, until the applicant's continuing assignment begins.~~
- ~~65.~~ Applicants from a lower priority group will not be interviewed unless there is no applicant from a higher group who meets the requirements for the position as listed in the posting.
- ~~76.~~ It is understood the vacancy may be modified prior to posting as the result of reorganization within the school. It is also understood the vacancy being filled may be modified prior to filling due to enrolment/program changes.
- ~~87.~~ Employees who wish to transfer as a job-share team for a 1.0 FTE position shall be permitted to apply and transfer as a team on a 50/50 or 40/60 basis with each employee working full days. The Board will review a job share by March 15 to determine continuation for the following school year.
- ~~98.~~ In each of the groups defined in Clause 4. above, when two (2) or more employees have relatively equal qualifications (including teaching experience and suitability to the particular position), the position shall be offered to the applicant with the greater/greatest seniority. In the case of employees applying as a team, the seniority shall be calculated by averaging the partners' seniority.
- ~~109.~~ By February 15 each year the process and time deadlines for voluntary employee transfers will be published at each school site.
- ~~110.~~ An employee who commits to a transfer shall inform Employee Services in writing by March 15 of each school year. Their position will then be considered vacant for the purpose of posting.

12.11. An employee who has been notified by the site-based administration that they are unable to increase their FTE at their worksite can commit to a transfer by informing Employee Services in writing one week / (seven [7] calendar days) after staffing allotments have been determined for each site.

12. An employee committed to a transfer as referred to in Article E.21.4. shall not be permitted, in the same school year, to apply back to their previous worksite.
13. Interviews will be conducted by the administrator(s).
14. Offers made will be accepted or rejected within twenty-four (24) hours. An employee who has accepted a position shall not be eligible to participate in this process until the subsequent school year without the agreement of Employee Services or designate.
15. The Board will endeavour to inform all applicants who were interviewed within one (1) working day of the position having been filled. All applicants shall be so informed within two (2) working days. A Principal/Vice-Principal shall, upon request, provide verbal reasons for their decision to any unsuccessful applicants.
16. After June 15 of each school year, all placements will be made and individuals informed of such by Employee Services. For individuals who do not have an assignment, the provisions of Clause 4. above shall apply.
17. When a permanent vacancy as defined in Clause 1. above is posted during the school year, the successful applicant shall fill the position at the beginning of the next school year. With the approval of the Associate Superintendent - Human Resources, for educationally sound reasons, the position may be filled either immediately or at the next natural break as determined by the parties.

For the Vancouver Teachers Federation



Jody Polukoshko

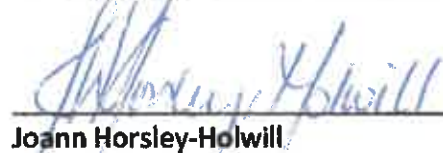


John Silver



Date

For Vancouver Board of Education



Joann Horsley-Holwill



Date

VTF Proposal

December 8, 2021

3:30pm

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ARTICLE C.23: LAYOFF, SEVERANCE, AND RECALL

1. Layoff Process

Where the Board finds it necessary to terminate the appointment of an employee declared surplus to the needs of the District, such ~~termination~~ **layoff(s)** shall be in accordance with the provisions of this Article. Such ~~terminations~~ **layoffs** shall be effective at the end of the school term in which the notice of ~~termination~~ **layoff** is given.

The process shall be as follows:

- a. The parties will establish a joint layoff and recall Committee composed of four representatives appointed by the Board and four representatives appointed by the VTF.
- b. The Board will provide the Committee with notice when it determines that a layoff is likely. The Committee will immediately convene to identify the employees likely to be affected by the proposed layoff. The Committee will ensure that affected employees are advised of their right to posted positions to which they apply based upon their seniority, subject to Article C.23.4. Employees are required to exercise their rights as expeditiously as possible. Employees affected by the exercise of seniority rights will be notified and will be advised of any rights they have to claim other positions based upon their seniority subject to Article C.23.5.g. 4.
- c. Decisions by the Committee will be made by consensus. Where the parties are unable to reach consensus, either party may refer an outstanding issue to a mediator / arbitrator designated by them pursuant to Article A.6.10. Decisions reached by the Committee or by the arbitrator will be binding upon the parties under the arbitration provisions of the Labour Relations code.
- d. The Committee will make a preliminary determination as to which employees are vulnerable to layoff at any given period. In particular, the Committee will designate a point on the seniority list below which employees may be subject to layoff in the future.

- e. The Committee will develop a procedure to govern the layoff and recall of those employees in the event a layoff occurs. That procedure will incorporate the following principles:
- i. It is acknowledged that Article C.23 of the Collective Agreement governs in the layoff and recall of employees and that it takes precedence over Article E.21 in that Article E.21 will be administered consistent with the provisions of Article C.23 in terms of the exercise of seniority rights of employees.
 - ii. The Committee will create a form whereby employees who are deemed vulnerable to a possible layoff pursuant to Article C.23.1.d. above can update the Board regarding any changes which may be relied upon in the exercise of their seniority rights in the event of a layoff.
 - ~~b. iii.~~ **iii.** The Board shall give each employee whose contract will be affected by layoff ~~it intends to terminate~~ pursuant to this Article a minimum of thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff. ~~The employee may consult with an official of the Board at which time the list of positions available or to be held by employees with less seniority shall be discussed with the employee.~~ The Board shall concurrently forward a copy of all notices of termination to the appropriate VTF Co-President.
 - ~~iii. iv.~~ **iv.** If an employee's layoff notice is rescinded on or before the 30th of June of the same school year in which they are laid off, the employee will not be entitled to return to their position except through the posting process.
- f. The employee's benefits (medical care, extended health care, dental care and life insurance) shall continue for the period of prepayment or for two (2) months immediately following the termination of employment layoff, whichever is greater.
- g. An employee who retains a right of recall pursuant to clause ~~6 above~~ 2 below shall be entitled, if otherwise eligible, to maintain participation in the benefits listed in clause f. above (or to those provide to employees on continuing contract) by making payment to the Board, monthly in advance, of the full cost of such benefits.

f. 2. Recall Process

The Committee shall develop a procedure for the recall of employees following a layoff which incorporates the following process principles:

- a. An employee affected by layoff will have the right to recall for twenty-eight (28) months.
- b. ~~i.~~ Employees will be recalled in order of seniority provided that they possess the necessary qualification(s) as defined in Article C.23.4 for the positions available. The Board will send a posting to employees on the recall list advising them of positions which are available. It is the obligation of laid off employees to inform the Board whether they are available for EOC work.
- c. ~~ii.~~ The Board will advise the VTF where they determine the senior applicant for a position does not hold the necessary qualifications. The VTF will have forty-eight (48) hours two (2) working days to respond. Where there is a dispute between the parties with respect to whether an employee is qualified as per C.23.4 for a particular position, the dispute will be referred to the mediator/arbitrator and their decision will bind the parties.
- ~~g.~~ d. The Committee may use the process outlined in Article A.6.10 to ensure that impasses in the process are resolved expeditiously.
- ~~h.~~ e. Employees will continue to accumulate seniority while working and partially recalled. This will be added to the seniority upon being recalled to a continuing contract.
- ~~i.~~ f. Employees who are laid off continue to have recall rights to a position or positions equivalent to the position or positions they occupied at the time of layoff. That is, employees will be entitled to exercise a partial right of recall until they have reached the equivalent of the assignment they occupied at the time of layoff. However, a partial right of recall cannot be exercised during the school year except with the consent of both parties if the exercise of the partial right of recall would require restructuring or partial filling of a position, or involve an employee vacating an existing position. However, an employee who retains a partial right to recall during the school year will be entitled to exercise full rights of recall for the following school year.
 1. An employee on the recall list in Priority Group / Category D, who has been partially recalled into a continuing position, may apply to temporary or continuing postings as a Priority Group / Category D applicant for the purposes of applying for positions until they are fully recalled.

~~ii. The principles of layoff as established in this Article will apply to Speech/Language Pathologists within the Speech/Language Pathologists group, as specified in the Agreement. In addition, those Speech/Language Pathologists with teaching certificates will have the option, once designated for layoff, to replace the teacher with the least seniority in a job for which they are qualified. Conversely, teachers designated for layoff who are qualified as Speech/Language Pathologists will have the right to replace the Speech/Language Pathologists with the least seniority.~~

- ~~b.g.~~ If an employee currently on the recall list is subsequently laid off from a continuing position, that employee shall have the full twenty-eight (28) months reset for the purpose of Right of Recall, to the whole amount of the FTE from which they were originally laid off.
- ~~e. h.~~ The person who is selected to fill each vacancy shall be the employee who applies who has the greater/greatest seniority, and who possesses the necessary qualifications as per C.23.4. If the employee who is offered the position declines the offer, the position shall be offered to the employee who has the next greatest seniority, the necessary qualifications and who has applied. All positions shall be filled in this manner while there are employees remaining who have a right to recall pursuant to this Article.
- ~~d. i.~~ An employee who is offered recall shall inform the Board whether or not the offer is accepted within two (2) working days of the receipt of such offer.
- ~~e. j.~~ The Board shall allow thirty (30) calendar days from an acceptance of an offer for the employee to commence their duties. The Board and the employee may agree to extend this time limit. The Board may employ an employee on a temporary contract or a teacher teaching on call in the position until the employee accepting the position is available.
- ~~f. k.~~ Upon recall an employee shall be entitled to a continuing appointment. However, while an employee is on the recall list, the Board may offer a temporary assignment pursuant to Clause ~~l. f.~~ below.
- ~~g. l.~~
 - i. Upon acceptance of a temporary assignment, an employee shall retain their former continuing appointment recall status even though the interim assignment may be for a specified term and/or for an amount of employment different from the continuing appointment recall status. Such an interim assignment does not jeopardize the employee's right to all of the recall provisions contained in this Article.

- ii. Time accumulated on such assignments will be calculated as part of the employee's service in accordance with Article C.23.5.b.3.a.
 - iii. When employees on the recall list apply for posted assignments which begin September 01 or January 01, seniority will be calculated respectively as of June 30 or December 31. When employees on the recall list apply for mid-year postings (assignments that begin on dates other than September 01 or January 01), seniority will be calculated as of the closing date of the postings.
- h. m.** No employee shall be hired or retained in employment while there is an employee with greater seniority on the recall list who has the necessary qualifications for that position and who applies.
- i. n.** An employee on the recall list is responsible for keeping the office of Employee Services ~~the Human Resources~~ informed of changes of name, address, telephone number and qualifications. For purposes of this Article, an offer sent to the last known address by registered mail and returned as undeliverable will constitute a refusal under Clause C.23.2.o.ii ~~below~~ ~~6.a.ii. above~~.
- a. o.** An employee's right to recall under this Article is lost if:
- i. The employee elects to receive severance pay under Clause 10. below.
 - ii. The employee refuses to accept three (3) positions, for which the employee possesses the necessary qualifications, offered in writing by the Board, or
 - iii. Twenty-eight (28) months elapse from the date of layoff ~~termination~~ and the employee has not been re-engaged.
- p.** An employee recalled pursuant to the provisions of this Clause C.23.6. ~~above~~ shall be entitled to all sick leave credit which had been accumulated at the date of ~~termination~~ layoff.
- q.** The principles of layoff as established in this Article will apply to Speech/Language Pathologists within the Speech/Language Pathologists group, as specified in the Agreement. In addition, those Speech/Language Pathologists with teaching certificates will have the option, once designated for layoff, to replace the teacher with the least seniority in a job for which they are qualified. Conversely, teachers

designated for layoff who are qualified as Speech/Language Pathologists will have the right to replace the Speech/Language Pathologists with the least seniority.

10. 3. Severance Pay

- a. An employee on continuing appointment whose contract is terminated or an employee on temporary contract for more than one (1) year, whose contract is not renewed, except an employee whose contract is terminated or who is dismissed pursuant to Sections 110 or 15(5) of the *School Act*, may elect to receive severance pay at any time up to the end of the recall period as defined in Clause 6. above.
- b. Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of continuous service, F.T.E., rounded to the nearest month, to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the employee's full-time scale salary at the time of the employee's notice of **layoff termination** or, in the case of temporary employees, at the expiration of two (2) or more successive contracts.
- c. An employee who receives severance pay pursuant to this Clause and who is subsequently rehired by the Board, shall retain any severance payment. In such a case, for purposes only of Clause b. above, the calculation of years of service shall thereafter commence with the date of such rehiring. Accumulated sick leave credits shall be reinstated as in Clause **2.p. 8.** above.

11. 4. Appeal Procedure

Where a difference arises between the parties relating to the interpretation and application of the provisions of this Article, all such matters shall be adjudicated through the grievance procedure as set forth in Article A.6.

5. Layoff and Recall Guiding Principles

2. a. Principle of Security

- a. i.** The Board and the Union agree in principle that seniority of service in the employment of the Board entitles employees to a commensurate increase in security of employment.
- b. ii.** This Article applies to all employees on continuing contract as provided under the *School Act* including those on authorized leaves of absence and those otherwise specified.

~~6.~~ iii. Employees who have been assigned as Principals, Vice-Principals, District Principals or appointed as officials of the Board, who are reassigned to positions covered by this Agreement shall be placed on the seniority list in accordance with the provisions of this Article and Section 21 of the *School Act*.

~~3.~~ b. Definition of Seniority

~~a.~~ i. In this Article seniority means an employee's aggregate length of service in the employment of the Board, including part-time service, under temporary appointment, and service on a continuing contract. For the purposes of calculating length of service, part-time service shall be reduced to its full-time equivalent (F.T.E.).

~~b.~~ ii. In addition to the provisions of Article C.23.3.a, the seniority for an employee on a continuing contract shall include:

~~i.~~ (a.) Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and

~~ii.~~ (b.) Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

~~7.~~ c. Employee Seniority Lists

~~a.~~ i. The Board shall provide the Union with two (2) copies of a printout by seniority of the September payroll as well as a seniority list by November 30 of each year which shall be a list of all employees of the Board, setting out the length of District seniority, as defined in Clause C.23.3.a 5.b above as it was on September 01 of that year.

~~b.~~ ii. The Board shall forward to the Union a recall list by seniority not fewer than two (2) times each school term.

~~c.~~ iii. All deletions, additions or other changes as they occur shall be communicated in writing to the Union by providing a copy of all relevant correspondence pertaining to members of the Union.

~~6.~~ d. Equal seniority

i. When the aggregate seniority of two (2) or more employees is equal pursuant to Clause C.23.5.b.i and ~~b.ii. a. and b.~~ above, the employee who has the greater/greatest aggregate service as a teacher teaching on call with the Vancouver Board of Education

prior to a temporary or continuing appointment shall be deemed to have the greater/greatest seniority.

- ii. When the seniority of two (2) or more employees is equal pursuant to Clause i. above, the employee with the earlier/earliest VBE written offer of employment that was accepted shall be deemed to have the greater/greatest seniority.
- iii. When the seniority of two (2) or more employees is equal pursuant to Clause ii. above, the employee with the greater/greatest aggregate service with other school authorities recognized for salary experience purposes in this Agreement with the Board shall be deemed to have the greater/greatest seniority.
- iv. When the seniority of two (2) or more employees is equal pursuant to Clause iii. above, the employee selected by lot shall be deemed to have the greater/greatest seniority.

~~d.~~ e. For the purpose of this Article the following leaves of absence as defined in this Agreement shall count toward length of service with the Board:

- i. Medical (health).
- ii. Maternity.
- iii. Secondment.
- iv. Exchange.
- v. VTF/VESTA/VSTA/BCTF/CTF/Education International Duties.
- vi. Educational.
- vii. Study Leave (which qualified for an increment).
- viii. Jury Duty.
- ix. Elected Public Office.
- x. Extended Personal Leave (if related to study).
- xi. Compassionate care leave (Article G.2).

~~e.~~ f. Any leave granted by the Board shall not constitute a break in service.

~~4.~~ g. Definition of Qualifications

~~a.~~ i. In this Article necessary qualifications in respect of a position means the possession of a valid and subsisting teaching certificate of qualification issued by the Teacher Regulation Branch or eligibility for membership in C.A.S.L.P.A. and one (1) of the following:

- ~~i.~~ (a.) A university teaching major, or its equivalent, directly related to the position, or

ii.(b.) At least one (1) full-time equivalent year of successful teaching experience in the position or in a similar position, or

ii.(c.) A reasonable expectation based on an employee's skills, abilities, professional development and overall experience that the employee will be able to perform the duties of the position (such duties to be determined by the Board) in a successful manner.

b. ii. The Associate Superintendent – Employee Services Human Resources, or designate(s) responsible for employee assignment will determine whether an employee has the necessary qualifications for a particular position subject to the right of the employee to grieve the decision pursuant to Article A.6 and Article C.23.1.e.ii 2.c and d.

5. h. Security of Employment Based on Seniority and Qualifications

a.i. If the Board is required to effect a reduction in the total number of employees employed by the Board, the employees to be retained on the staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications as defined in Clause g. 4. above for the positions available.

For the Vancouver Teachers Federation



Jody Polkoshko



John Silver

Dec 8/2021

Date

For Vancouver Board of Education



Joann Horsley-Hotwill

December 8, 2021

Date

This package is to be considered in its entirety.

ARTICLE A.25: ACCESS TO INFORMATION

Upon receipt of a written request from the VTF, the Board agrees to make available financial and employee information under the following guidelines:

1. Within five (5) working days, two (2) copies of all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.
2. Two (2) copies of all accessible information on the list below shall be provided three (3) times per year on or before August 31, November 15, and March 15.
 - a. Employee information including a list of current employees, showing their names, addresses, phone numbers, grid placement, seniority, and school/District assignment including FTE.
 - b. A list of employees who have retired, resigned or who have died.
 - c. The names, addresses, and phone numbers of teachers teaching on call
 - d. A list, including date of hire, of teachers teaching on call hired since the last list provided in c. above.
3. Public meeting agendas and attachments **are made available on the Board's website**, when they are issued, **and union representatives will be notified by email of their availability.**
4. Minutes of public Board and representational committee meetings, **are made available on the Board's website** when issued, **and union representatives will be notified by email of their availability.**
5. Appointment letters will be copied to the appropriate VTF Co-President.
6. A report of the September 30 class size data shall be provided to the VTF no later than October 30 of that school year.
7. A seniority list shall be provided to each school/worksites by November 30 of each year.
8. A list of employees on authorized leaves of absence, by October 31 and January 31 each year, **in compliance with the Personal Information Protection Act (PIPA).**
9. Special Needs Information

ARTICLE D.22: HEALTH AND SAFETY

1. District Health and Safety Committee

a. A District Health and Safety Committee shall be established in accordance with the provisions of the Occupational Health and Safety Regulation of the Workers' Compensation Act. The Committee shall be comprised of representatives of the VTF, the Board and other employee groups. The VTF shall have four (4) representatives.

b. The purpose of the Committee will be to fulfill those functions mandated by the Occupational Health and Safety Regulation, and to provide recommendations to the Board (or a committee of the Board) to assist in maintaining a safe and healthful work environment, as follows:

i. To monitor accidents and injuries.

ii. To investigate complaints of unsafe or unhealthy conditions that have been reported and investigated, but not resolved at the school level.

iii. To determine that regular inspections have been carried out.

iv. To recommend measures required to attain compliance with the Workers' Compensation Act and Regulations.

v. To consider recommendations from the Union(s) and recommend implementation to the Board, where warranted acknowledging some matters are time-sensitive or outside the scope of the District Health and Safety Committee.

c. When an employee member of the District Health and Safety Committee is required to perform a function of this Committee during the school day, the Board shall provide the employee with release time necessary to perform this function.

d. The District Health and Safety Committee shall ensure that each worksite has a minimum of three (3) current copies of the Occupational Health and Safety Regulation of the Workers' Compensation Act and three (3) copies of the Workplace Hazardous Materials Information System (WHMIS) Information Kits.

e. The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all worksites in the District.

f. The Board shall provide an education program to ensure that employees engaging in the use of hazardous materials understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and are fully instructed in precautionary measures concerning specific materials.

2. Worksite Health and Safety Committees

a. Health and Safety Committees will be established in each school, annex or worksite as required by the Workers' Compensation Act and Regulations. Where such committees are not so required, health and safety matters will be handled by the Staff Committees.

ARTICLE E.20: DISCRIMINATION

1. Racial/Ethnic Discrimination

“Racial/Ethnic prejudice is unjust behaviour shown against people simply because of their ethnic origin, language, colour, race or religion.”

2. Non-Discrimination

~~3. Members of the Association Employees have the right to work in an environment that recognizes the equity of all persons and the Board shall not tolerate racism, sexism or prejudice against any social, ethnic or cultural group.~~

- a. No employee shall be discriminated against as per the protected grounds of the BC Human Rights Code. ~~(direct discrimination or adverse effect discrimination) on the basis of race, colour, ancestry, place of origin, religion, gender, sex (including gender identity), sexual orientation, age, marital status, disability or family because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person.~~ Where there exists a bona fide occupational requirement it shall not be considered discrimination. When new categories are added to the Human Rights Code, the Collective Agreement will be understood to be inclusive of these changes.
- b. Nothing in Article E.1. and E.20. requires the affected employee to actually possess a characteristic that is the basis for discrimination.
- c. It is understood and agreed by both parties that certain circumstances may result in gender preference for purposes of privacy in changing areas, role modeling or correction of endemic discrimination.

3. Union Activity

Neither the Board, nor any person acting on behalf of the Board, shall seek by intimidation, by threat of dismissal, or any other kind of threat, or promise, or by threat of imposition of a penalty, to compel or to induce an employee to refrain from:

- a. Becoming or remaining a member or officer of the VTF (including VSTA or VESTA) or BCTF including in the role of School Based Union Representative.
- b. Participation in any lawful activities of the VTF (including VSTA or VESTA) or BCTF
- c. Exercising any right under this Agreement or the Labour Relations Code.

4. Employees proceeding with complaints under Article E.20 may bring a support person of their choosing from the local, or where appropriate, from the bargaining unit to act solely as emotional support for that individual. accompany, them in addition to their union representative. The support person does not replace the role of the union representative at the meeting and/or matters relating to complaints under this Article.

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The Board and the Union agree to review the definition of racial/ethnic discrimination in the Collective Agreement (Article E.20) upon the conclusion of the Anti-Racism Strategic Plan, for the purpose of replacing and/or updating the existing definition. This work shall be concluded prior to the conclusion of the term of the Collective Agreement.

ARTICLE E.31: PERSONNEL FILES

1. For each employee, there shall be only one (1) District personnel file maintained at the District office. The file ~~shall be complete with all documents normally kept in District personnel files and~~ shall contain only **factual material and material relevant to the employment history. This is intended to cover physical or digital files.**
 2. Any employee, including a teacher teaching on call, may request to consult their District personnel file in the presence of an employee of the Human Resources Division. Such a request will be granted at a mutually acceptable time.
 3. After the employee reviews the file, a copy of any document requested shall be made available to the employee. It is understood there may be a small charge for such copying, and the provision of such documents will be done as soon as practicable, subject to the availability of personnel.
 4. When reviewing their file, the employee may be accompanied by a union representative.
 5. The employee shall receive a copy of any material of a negative or adverse nature that is placed in the District personnel file.
 6. At the written request of the employee, letters of reprimand and related material shall be removed from the District personnel file after five (5) years provided no further disciplinary action has occurred.
 7. ~~Letters of suspension and related material may be removed by approval of the Employee Services. An employee who wishes to have such material removed will make a written request to have such material removed to Employee Services for a meeting to discuss the issue. They may bring a VTF representative to the meeting. A written response to the request will be provided to the employee.~~
- 7. Prior to the creation of any new District personnel file systems, the Board will notify the Union and clarify the purpose and scope of such files.**
- ~~8.10.~~ The provisions of Clauses 6. and 7. above shall not prevent the parties from agreeing, prior to arbitration and during the grievance procedure, to earlier removal of disciplinary material.
- ~~9.11.~~ After removal from the file, the materials referred to in Clauses 6. and 7. above shall not form the basis for progressive discipline, but in future the employee cannot claim ignorance of the offence nor can he/she refer in any proceedings to an unblemished record with the Board.
- ~~12. Notwithstanding the provisions of Clause 1. above, no personnel file shall be kept on any employee hired to teach Summer School~~

ARTICLE E.27: FILLING OF DISTRICT-BASED POSITIONS WITHIN THE BARGAINING UNIT

1. For the purpose of this Clause, a District-based position shall be defined as one which is not filled through the school-based process in Clause E.21.14. above and has as its primary function:
 - a. Provision of professional support for regular class teachers.
 - b. Organization or provision of educational service to specific students or groups of students.
2. The Employee Services shall post all vacant positions as they occur. The provisions of Article E.21.1. above and, with the exception of the date limitations, the provisions of Article E.21.2. above, shall apply to such postings.
- ~~3. Candidates for District-based positions shall be interviewed by a selection committee which shall be composed of both Board and VTF representatives.~~

ARTICLE E.28: FILLING OF POSITIONS OF SPECIAL RESPONSIBILITY WITHIN THE BARGAINING UNIT

1. For the purpose of this Clause, a position of special responsibility shall be defined as one for which an allowance is provided by Article B.22., other than the positions of Senior Teacher and Subject Representative.
2. The Employee Services shall post all vacant positions as they occur. The provisions of Clause E.21.1. above and, with the exception of the date limitations, the provisions of Clause E.21.2. above, shall apply to such postings.
- ~~3. Candidates for positions of special responsibility shall be interviewed by a selection committee which shall be composed of both Board and VTF representatives.~~

ARTICLE A.28. PRINTING OF THE AGREEMENT

1. Printing of the Agreement shall take place as soon as practicable after ratification of each new Collective Agreement
2. The Board and the Union shall assume joint responsibility for the preparation of the printing of the ratified agreement
3. The Board shall provide to the Union ~~twenty-five (25)~~ copies of the Agreement in 8 1/2" x 11" format **equivalent to the following:**
- ~~4. The Board shall provide the Union pocket-sized-format copies of the Agreement equivalent to the following: to be distributed as follows:~~
 - a. ~~One (1) copy~~ **Ten (10) copies** for each employee **Elementary School worksite.**
 - b. **Fifteen (15) copies** for each **Secondary School worksite.**
 - c. **Twenty-Five (25) copies** for the **Vancouver Teachers' Federation Office**
4. **It shall be the responsibility of the Board at the time of on-boarding to ensure that each employee is provided access to a current copy of the Collective Agreement. An electronic version of the Collective Agreement will be made available to all employees on the Vancouver School Board website.**

ARTICLE E.25: BOARD-INITIATED TRANSFERS

1. Prior to March 31st the employee and the appropriate VTF Co-President will be given notice that a Board initiated transfer is being considered. The notice will include the reasons and circumstances and alternative measures taken, if any, giving rise to the contemplated transfer and will establish the time and place for a meeting with the employee.
2. Prior to making a decision to transfer the employee, the employee will have an opportunity to meet with an Associate Superintendent and, if deemed appropriate by the Board, the Principal. The employee will have the right to Union representation at the meeting. The meeting will take place within seven (7) working days of date of the notice to the employee.
- ~~2.~~ 3. Should the Board decide to proceed with the transfer, ~~the~~ the employee and the Union will be advised of the decision in writing, including the reasons for the transfer. within five (5) working days of the date of the meeting.
- ~~3.~~ 4. The employee will be included in the Posting/Transfer Process pursuant to Article E.21.4.
- ~~4.~~ 5. The parties agree that the release of information regarding Board initiated transfers could adversely affect the teacher or the learning environment at the school. For that reason, the matter of the Board initiated transfer will not be released to students, parents and the general public, except when release of the information is necessary to obtain information from parents related to the reason for the transfer.
- ~~5.~~ 6. The parties agree that a meeting held as provided in paragraph two (2) above will be deemed to be the meeting stipulated in Article A.6.4 of the Collective Agreement.
- ~~6.~~ 7. This Article does not refer to transfers initiated due to situations arising as a result of Article C.22.6.

ARTICLE E.36: ORIENTATION OF NEW EMPLOYEES - WITHDRAW

1. The Board shall offer an orientation workshop a minimum of once per school year. ~~The Vancouver Teachers' Federation will be invited to attend, speak and participate in the orientation workshop.~~
4. **The Vancouver Teachers' Federation will be invited to attend, speak and participate in the orientation workshop, including 20 minutes of discrete time on the agenda.**
5. **The Board shall provide the VTF with an updated copy of the orientation package each year.**
6. 2. Part of the orientation shall acquaint the newly hired teachers with the basic operation of the District, **policies and administrative procedures**, and an awareness of the Collective Agreement.

ARTICLE E.26: TRANSFER BECAUSE OF SURPLUS STAFFING

1. Subject to the provisions of Clause 6. below, when it becomes necessary to transfer an employee because of surplus staffing, the employee at that school/worksite who has the least District seniority shall be considered first. Exceptions to the seniority provision would be made only on the basis of:
 - a. program protection, or
 - b. special qualifications, or
 - c. for employees on Maternity/Parental Leave. In this case Clause G.21.18.i would be followed.
2. An employee who is transferred for reasons of projected decline in enrollment, program closure, or situations which result in an employee being declared surplus, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
3. Prior to a decision to initiate a transfer pursuant to Clauses 1. and 2. above, the worksite supervisor shall meet with the affected employee to discuss the reasons for the transfer.
4. Any employee who is to be transferred shall be informed of the transfer in writing as soon as possible but in any event no later than June 01 for transfers which are to be effective in the next school year.
- ~~5. Prior to effecting the transfer, the Associate Superintendent - Human Resources or designate within the Human Resources Division shall discuss the transfer with the employee and give consideration to the employee's professional and personal goals.~~
- ~~6.5.~~
 - a. Any employee who has been transferred pursuant to this Article shall not be subject to a further transfer because of surplus staffing for three (3) school years. The employee who voluntarily transfers within the three (3) school years will lose their remaining surplus protection.
 - b. An exception to clause a. above will be term positions where no surplus protection will be granted. When a term position ends or is ended before the end of the term originally contemplated, then any remaining previous surplus protection may be carried forward.

Agreement to Withdraw

The Union agrees to withdraw the following proposals:

U1: Contracting Out

U3: Staff Meetings

U4: Part Time Assignments

U10: Professional Development

U11: New Article X: Teacher Input into the Construction of New Schools

U12: Space and Facilities

U13: Equity and Inclusion

U14: New Article XX: Input into Board Policy

U15: New Article – ELL/Special Needs re: New Students

U16: New LOU – ELL/Special Needs re: SBT/UI Referral Processes

U17: New LOU – Conversion of EOCs to Continuing Status

The Board agrees to withdraw the following proposals:

E.1: Picket Line

E.5: Appointments

E.7. Health and Safety

E.12: Orientation of New Employees

E.13: Leaves

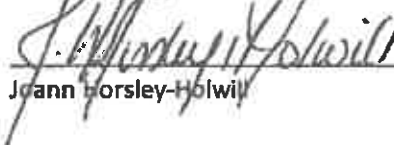
For the Vancouver Teachers Federation



John Silver

Feb 10, 2022
Date

For Vancouver Board of Education



Joann Borsley-Holwill

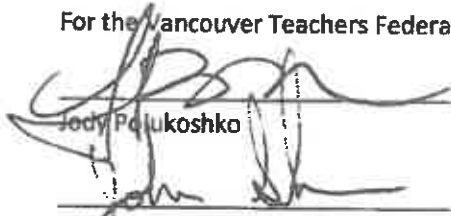
February 9, 2022
Date

Not to be included in the Collective Agreement:

The parties agree to approach the provincial parties regarding discussion to attempt to resolve concerns around involuntary conversion of TTOCs to Continuing Status.

The Parties agree to the joint creation of a document meant to support TTOCs to understand and track their service up to and including conversion.

For the Vancouver Teachers Federation



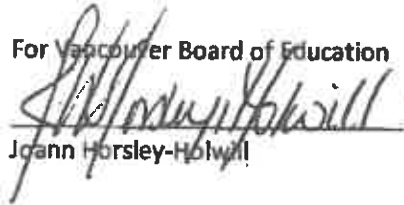
Jody Polukoshko

John Silver

Feb 10, 2022

Date

For Vancouver Board of Education



Joann Horsley-Holwill

February 9, 2022

Date