

2025 LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No.62 (Sooke)

AND

Sooke Teachers' Association

1. The parties hereby agree to amend the 2022-2025 Collective Agreement as set out below.
2. The amendments will be included in the 2025 – 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 click to check one box):
 - Upon completion of successful ratifications of the LMA;
 - July 1, 2025;
 - On separate implementation dates as identified in each amended article;
 - Upon completion of the provincial bargaining table, but no earlier than July 1, 2025. *(default where agreement is not otherwise reached)*

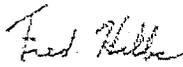
Agreed to Local Matters:

Article Number and Title	Implementation Date <i>indicate one of:</i> <ul style="list-style-type: none">• <i>local ratification;</i>• <i>July 1, 2025; or</i>• <i>provincial ratification</i>
Article A.28 Internal Communications	Local ratification
Article E.25 Personnel Files	Local ratification
Article E.27 No Discrimination	Local ratification
Article E.21 Appointments, Transfers, and Assignments	Local ratification
Article E.23 Assignment - In School	Local ratification
Article C.21 Employment Contract	Local ratification
Article C.27 Lay-Off/Severance	Local ratification
Article E.21 Appointments, Transfers, and Assignments	Local ratification

Article E.23 Assignment – In School	Local ratification
Article G.31 Deferred Salary	Local ratification

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

Dated the 11 of February 2025



School District No. 62 (Sooke)
Fred Hibbs



Sooke Teachers' Association
Robert Feenstra

December 17, 2024

11:45 am

ARTICLE A.28 INTERNAL MAIL COMMUNICATIONS

The Association shall have access to the district courier service, employee mailboxes, district email and internet free of charge, for communication to bargaining unit members. **The employer will provide a district email account, free of charge, for the Association to use to communicate solely with bargaining unit members.** The Association office shall be included in the drop off and pick up service. The employer will respect the confidential nature of the content of any such correspondence.

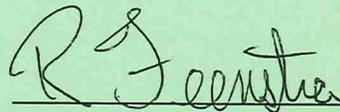
Signed this 17 day of December, 2024

School District No. 62 (Sooke):



Fred Hibbs, Executive Director - Human Resources

Sooke Teachers' Association:



Robert Feenstra, Bargaining Chair

December 17, 2024

11:45 am

ARTICLE E25 PERSONNEL FILES

1. One official personnel file for each teacher shall be maintained at district offices.
2. Working copies of personnel files will not be maintained in schools.
3. After receiving a request from a teacher, the superintendent, or designate, shall grant access to that teacher's file as soon as possible.
4. An appropriate school board official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
5. The school board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files.
6. When materials which may be considered to be detrimental to the teacher are placed on a teacher's personnel file, that teacher shall be given a copy of the material.
7. **Except as identified in Article E.25.8**, where supervisory material, material critical of the teacher or in the nature of a reprimand is placed in the file, **the teacher may elect to have the material removed five (5) the teacher may, by mutual agreement with the Board, elect to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.**
8. **Issues referred to the Teacher Regulation Branch (TRB) shall not be removed from an employee file.**
9. Personnel files shall be kept in a confidential manner.
10. Medical information will be kept in a confidential envelope in the personnel file. Human Resources will remove the confidential medical envelope prior to granting file access to anyone other than the employee.

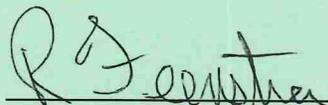
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Sooke Teachers' Association:



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ARTICLE E.27 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 race, colour, creed, age, physical or mental disability, sex or sexual orientation, gender identity or gender expression, religious or political affiliation, national origin, marital status, **family status, or any other basis as provided for in the British Columbia Human Rights Code.** ~~whether they have children, or because they are participating in the activities of the local or BCTF, carrying out duties as a representative of the local or BCTF, or involved in any procedure to interpret or enforce the provisions of the collective agreement.~~

2. There will be no discrimination against a member for participating in the activities of the local or BCTF, carrying out duties as a representative of the local or BCTF, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

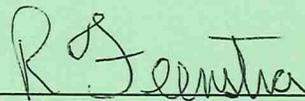
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ARTICLE E.21 APPOINTMENTS, TRANSFERS, AND ASSIGNMENTS

3. Filling Vacant Positions

- a. The Board shall fill vacancies for positions covered by this agreement, other than teaching positions of special responsibility in the order listed in Article E.21.3.e provided that the teacher appointed to perform the duties of the vacant position has the necessary qualifications. Necessary qualifications are defined as certification and academic preparation, recent experience in a similar assignment, quality of service as reflected in reports, and references. Where the qualifications of two or more applicants for a position are equal, the teacher with the greatest district seniority shall be appointed.
- b. Vacancies for positions of special responsibility shall be filled by competition.
- c. Positions shall normally be filled within 10 school days of the end of the posting period.
- d. If a posted position in which there is no incumbent requires filling during the school year and the successful applicant is currently employed in another fulltime assignment or in a part-time assignment which may conflict with the scheduled assignment of the position to be filled, the successful applicant shall fill the position at a time mutually agreeable to the teacher and the school based administrative officers, using consideration of the continuity of programs for students as a guideline. For the intervening period, if any, the position shall be filled on an interim basis as a term specific assignment.
- e. The Board shall fill vacancies for positions in the following priority:
 - i. teachers returning from leave of absence, including appointment reduction leave; teachers not utilized in their present schools, subject to rights of review of that transfer; and teachers transferred on the initiative of the Board in the previous three years;
 - ii. all other continuing teachers and teachers on the recall list;
 - iii. teachers who have had a term specific appointment (or appointments) of not less than 8 months in the previous 10 school months, and who have not received a less than satisfactory report;
 - iv. Teachers-teaching-on-call. Teachers-teaching-on-call who have taught in the District seventy (70) days or more in the previous 10 teaching months immediately preceding application shall, if qualified, be given an interview.
 - v. other applicants.

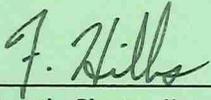
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- f. The successful candidate for a posting will not be eligible for an Assignment In School transfer, as per Article E.23.1, before the assignment start date.

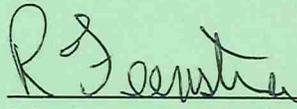
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ARTICLE E.23 ASSIGNMENT - IN SCHOOL

1. Assignments within a school shall be based collectively on qualifications, training, experience, equitable distribution of workload, teacher preference and educational requirements. Assignments shall not be used for disciplinary purposes.
2. A staff meeting shall be held prior to March 30th for the purpose of discussing the proposed timetable, staff assignments, and teaching requirements of the school for the next school year.
3. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the staff committee. The committee may, after hearing the principal, teacher and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.
4. It shall not be normal practice for the Board to alter a teacher's assignment within a school; however, declining grade and/or course enrolment, and/or budgetary considerations and/or educational considerations may necessitate such an alteration. The Board or its designate(s) will consult with a teacher prior to effecting an alteration in that teacher's assignment.
5. Special consideration in assignment may be given to a teacher returning from medical leave of absence with reference to the reasons for the leave and the teacher's state of health upon return, and may involve a return to part-time teaching pursuant to Article G.11.1
6. **School District Departments shall be considered a school for assignment in school purposes.**

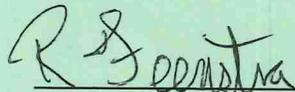
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ARTICLE C.21 EMPLOYMENT CONTRACT

2. a. The Board may appoint teachers for a specific term(s) only in the following circumstances:
- i. to replace a teacher during a leave of absence;
 - ii. to fill a vacancy that arises during the school year;
 - iii. to a teacher-teaching-on-call, retroactively, upon completion of a total of 20 days or more in one call-in assignment.
 - iv. to fill a vacant **Summer School or Night School - Adult Education** course.
- b. The Board agrees to provide the Association no later than October 15 and February 15 in any school year, a list of those teachers appointed for a specific term(s) in that year.

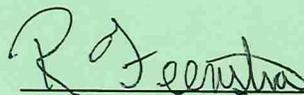
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ARTICLE C.27 LAY-OFF / SEVERANCE

3. Re-Engagement

b. Rights to Re-Engagement

- i. Upon re-engagement, a teacher shall be entitled to an appointment equivalent to that previously held.
- ii. A teacher's seniority and right to recall to an appointment equivalent to that previously held shall not be affected by acceptance of an offer of a term specific appointment commencing in any period during which the teacher is entitled to re-engagement.
- iii. A teacher's right to re-engagement under this article is lost:
if the teacher elects to receive severance pay under this article;
if the teacher refuses to accept two offers of a continuing appointment to positions of equal or greater percentage of time (excluding one offer to Port Renfrew) for which they possess the necessary qualifications; or
if twenty-seven months elapse from the date of lay off under this article and the teacher has not been re-engaged.
- iv. The Board shall maintain a re-engagement list. Copies of that list will be sent ~~to each person on that list~~ and to the Association once during the ~~fall term~~ **spring** and once during the ~~fall of spring term~~ **each year**.
- v. A teacher re-engaged pursuant to this section shall be entitled to all sick leave credit accumulated at the date of lay off.
- vi. A teacher who retains right of re-engagement pursuant to this section shall be entitled, if eligible, to maintain participation in all benefits provided in the Board/Association Salary Agreement, then utilized by the Board, at Board cost for the first month following lay off, and subsequently by their payment of the full costs to the Board of such benefits.
- vii. Article C.27.3.b.iii does not apply if at the time of such offers the teacher would be entitled to leave under this agreement.

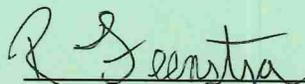
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ARTICLE E.21 APPOINTMENTS, TRANSFERS AND ASSIGNMENTS

~~5. Transfer Sequence~~

- ~~a. The teacher applies for transfer prior to March 1. The teacher's request is acknowledged in writing.~~
- ~~b. A list of vacancies for the next school year is posted and includes all existing or newly created positions to which a teacher is not assigned.~~
- ~~c. Placements are made; teachers are notified.~~
- ~~d. Additional transfer requests are permitted until May 15.~~
- ~~e. Notification is given of successful transfer requests.~~

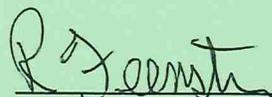
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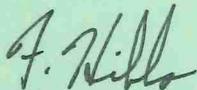
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ARTICLE E.23 ASSIGNMENT-IN SCHOOL

1. Assignments within a school shall be based collectively on qualifications, training, experience, equitable distribution of workload, teacher preference and educational requirements. Assignments shall not be used for disciplinary purposes.
2. A staff meeting shall be held prior to ~~March 30th~~ **the end of the 2nd Friday in April** for the purpose of discussing the proposed timetable, staff assignments, and teaching requirements of the school for the next school year. **Any vacancies that arise between this date and June 30th will be shared with existing school staff prior to being posted.**
3. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the staff committee. The committee may, after hearing the principal, teacher and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.
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ARTICLE G.31 DEFERRED SALARY

2. APPLICATION

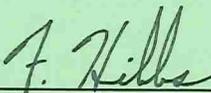
2.2 Approval

The approval of each application made under Clause 2.1 shall rest in the sole discretion with the Superintendent **or designate**. The Superintendent **or designate** shall, by the June 30th preceding when the deferrals are to commence, advise each applicant of their approval or disapproval of their application, and if the latter, an explanation therefore.

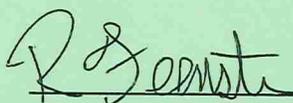
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