

## **Amended language, highlighted changes below:**

### **ARTICLE A.24 INTERNAL MAIL**

The Association shall have access to the district courier service, employee mail boxes, **district email and internet** free of charge, for communication to 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.

### **ARTICLE D.30 HEALTH AND SAFETY**

1. A Joint Occupational Health and Safety Committee shall be established by the employer in accordance with the Workers' Compensation Act (WCA) and Occupational Health and Safety Regulation (OSHR).
2. Recommendations of the Committee shall be presented to the Superintendent for appropriate action.
3. **The Board and Union recognizes the Workers' Compensation Act and Occupational Health and Safety Regulation and will work to adhere to the WCA and the OHSR in providing a safe and healthy environment in the workplace.**
4. Every employee covered by this Collective Agreement has a duty to work in a safe manner, to ensure safe working conditions, and to promote safe working practices and positive attitudes towards accident prevention.
5. Every employee covered by this Collective Agreement shall perform their job only if it is safe to do so.

### **ARTICLE E.27 NO DISCRIMINATION**

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, 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.

### **ARTICLE A.33 STAFF ORIENTATION**

1. All employees new to the staff of the Board shall receive orientation provided by the Board and the Association.
2. The orientation shall acquaint employees with the basic operation of the school district as well as the rights and responsibilities of the collective agreement.
3. **The Board will provide release time for the teachers new to the district to attend annual staff orientation held once per school year. Teachers hired subsequent to the annual staff orientation will be provided opportunity in the next year.**

## ARTICLE C.27 LAYOFF/SEVERANCE

### b. Rights to Re-Engagement

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 laid off pursuant to this article.

- ii. A teacher who is on the re-engagement list shall keep the Board informed of any change of names, telephone numbers and (email) addresses. Upon being notified in writing/email of a change, the Board shall confirm in writing/email the receipt of this notice. A teacher who is offered re- engagement pursuant to this article, shall inform the Board within three (3) working days of the receipt of such offer whether or not the offer is accepted in writing/email.
- iii. The Board shall allow ten (10) days from an acceptance of an offer under Article C.27.3.a.i 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, to a maximum of thirty (30) days. This period may be extended by mutual agreement between the Board and the teacher.
  - 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 and one during the 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.

### c. Severance Pay

- i. A teacher on continuing appointment who has one or more years of continuous employment with the Board and who is laid off, may, at any time during the 15 months following lay off, elect to receive severance pay.
- ii. Severance pay shall be calculated at the rate of 5% of one year's salary. The calculation of severance pay shall be based on the teacher's salary at the time of the teacher's lay off.
- iii. A teacher who receives severance pay pursuant to this article and who is subsequently re-hired by the Board, shall be entitled to retain all, or any portion of the severance award; however, those years of service used to generate the severance pay that is retained by the teacher may not be used for determining seniority or for calculating severance pay at the time of any subsequent lay off.

Because of the Mid Contract Modification to our Layoff/ Severance language of October 18, 2021, wherein the employer recognized that it wasn't following the intention of severance language, I believe c.ii should read: **Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service, to a maximum of 1.5 years' salary. The calculation of severance pay shall be based on the teacher's salary at the time of the teacher's lay off.**

## **New Language:**

### **ARTICLE A.32 COPY OF AGREEMENT**

1. Within fifteen (15) working days of melding this agreement, the new collective agreement will be made available to all STA employees on the District's public website.
2. The Local Parties agree that, prior to the release of the complete collective agreement, in the interim, any local bargaining matters will be made available on the District's public website provided they have:
  - a. Completed the ratification process; and
  - b. Have agreed to implementation dates.
3. New teachers upon hiring and all teachers every September will be provided a link to the collective agreement via district email.

### **ARTICLE D.34 STUDENT MEDICATION AND MEDICAL PROCEDURES**

1. Employees shall not be called on to administer medication or administer other medical procedures on a regular or predictable basis.

#### **ARTICLE D.36 SPACE AND FACILITIES**

Teachers shall have the means to secure their classrooms or work areas during the school's regularly scheduled lunch hour and during recess breaks, or in the case of an emergency. Schools will keep a sufficient supply of spare keys on site.

#### **ARTICLE E.29 PARENTAL CONCERNS**

In the event that a parent/guardian expresses a concern/complaint to an administrator regarding a teacher, and in the opinion of the administrator, further action is required, the complainant will be directed to:

1. The teacher
2. If a resolution is not achieved the principal will, after consultation with the teacher, attempt to mediate the situation.