

The Board of Education of School District No. 39 (Vancouver)

To

Vancouver Teachers' Federation

SETTLEMENT AGREEMENT

Without Prejudice

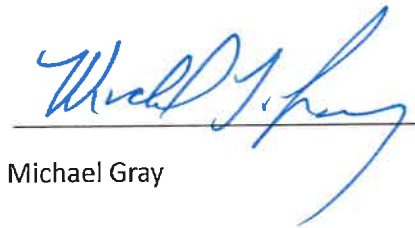
This resolves all outstanding Local Table issues between the parties for a renewed collective agreement. All Local Table proposals previously agreed to and signed are included in the settlement. All unsigned Local Table proposals are agreed to be withdrawn by both parties.

For the Vancouver Teachers Federation



Marjorie Dumont

For the Vancouver Board of Education



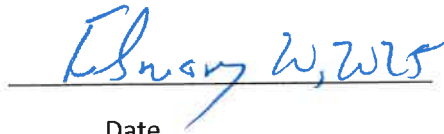
Michael Gray



Carmen Schaedeli



Date



Date

Counter Proposal

Article A.30 Staff Meetings

1. Staff meetings are called by the school Principal/Vice-Principal. Staff meetings are distinct from Staff Committee meetings which are provided for in the Collective Agreement, Article A.5.5.c.
2. Employees shall attend duly called mandatory staff meetings as per the School Act and Regulations. Part-time employees shall not be required to attend staff meetings which are not contiguous with their instructional assignment. It is the responsibility of every employee to apprise themselves of the Staff Meeting agenda and minutes materials.
3. Notice of staff meetings and agendas, including start and end times, shall be provided in advance except in cases of time sensitive information or situations, and may be amended as necessary. ~~Agendas shall be provided in advance, subject to amendment, except in cases of time sensitive information or situations. Staff Meeting minutes materials shall be provided under posted~~ electronically by the Principal/Vice-Principal or designate. ~~direction with consideration of advice from the Staff Committee.~~
4. Where staff meetings occur before school or at lunch hour, the meeting shall end five (5) minutes before scheduled the instructional time day begins. Where staff meetings occur after school the meeting will start no later than thirty (30) minutes after the end of the instructional day, except in extenuating circumstances.
5. Staff meetings outside of the instructional day shall occur no more than once per month, except in extenuating circumstances, such as time sensitive information or situations. Staff Meetings shall be limited to a reasonable number a year. The agenda may include learning opportunities and will not be in conflict with Professional Development days. activities, with the exception, in either case, of time sensitive information or situations.

For the Vancouver Teachers Federation

Marjorie Dumont
Marjorie Dumont

C. Schaedeli
Carmen Schaedeli

January 15, 2025
Date

For the Vancouver Board of Education

Michael Gray
Michael Gray

Jan 15, 2025
Date

Counter Proposal

ARTICLE D.22: HEALTH AND SAFETY

1. The Board will comply with all Health and Safety provisions mandated by the Workers Compensation Act and Occupational Health and Safety Regulation established by WorkSafeBC.
2. District Health and Safety Committee-Working Group
 - a. A District Health and Safety ~~Committee~~ Working Group shall be established and maintained in accordance with the provisions of the Occupational Health and Safety Regulation of the Workers' Compensation Act. The ~~Committee~~ Working Group 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~~ Working Group will be to fulfill those functions mandated by the Occupational Health and Safety Regulation, meet and discuss safety matters impacting the District 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 workplace accidents and injuries statistics.
 - ii. To ~~investigate~~ discuss 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 ~~where warranted to the Board, acknowledging some matters are time sensitive or outside the scope of~~
 - c. When an employee member of the District Health and Safety ~~Committee~~ Working Group is required to perform a function of this ~~Committee~~ Working Group during the ~~school day~~ instructional day, the Board shall provide the employee with release time necessary to perform this function.
 - d. ~~The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all worksites in the District.~~
 - e. d. 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.

3. Worksite Health and Safety Committees

- a. Worksite Health and Safety Committees will be established in each school, annex or worksite as required by the ~~Workers' Compensation Act and Occupational Health and Safety Regulations.~~
- b. Where an employee member of the Worksite Health and Safety Committees referred to in Clause a. above is required to perform any inspection(s) during ~~the school day~~ instructional hours, the Board shall provide the employee with the necessary release time to perform this function.
- c. Recommendations from the Worksite Health and Safety Committees shall be recorded in the minutes.

4. Safety of Working Conditions

- a. Where an employee believes that a work condition may be unsafe, they shall as soon as practicable report such condition to the Principal/Supervisor. The matter shall be reviewed, and resolved when required, at the ~~local~~ worksite level according to ~~WorkSafe legislation~~ the Occupational Health and Safety Regulation.
- b. An employee shall, in accordance with ~~Regulation 3.12 of the Occupational Health and Safety Regulation~~, have the right to refuse unsafe work if that ~~person~~ employee has reasonable cause to believe that there exists an undue hazard to their health or safety. ~~Where such cause exists, they shall not be disciplined for refusal to work.~~ The employee shall not be disciplined for exercising their right to refuse unsafe work. They employee shall report the condition immediately and refer the matter to their Principal/Supervisor and will participate, ~~in accordance with Regulation 3.12 of the Occupational Health and Safety Regulation~~, in the investigation of the matter.

For the Vancouver Teachers Federation

For the Vancouver Board of Education

Marjorie Dumont

Michael Gray

Cschudi

Carmen Schaedeli

February 4, 2025

Date _____

Feb 4, 2028

Date _____

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 for seven (7) calendar days. The Board may repost positions internally. 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. **A teacher on a Maternity/Parental Leave (up to 18 months) will not be considered to have vacated their worksite and will be able to return to their worksite. The teacher's position will be posted as a temporary contract.**

3.4. 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.

4-5. 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.
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.

With deep gratitude and respect, we are honoured to be learning and unlearning on the ancestral and unceded lands of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh úxwumixw (Squamish Nation) & səliłwətał (Tsleil-Waututh Nation).



VSB Counter Proposal

Date: _____ Time: _____ am/pm

ER 3/U14 & U27

~~5-6.~~ 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.

~~6-7.~~ 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.

~~7-8.~~ 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.

~~8-9.~~ In each of the groups defined in Clause 4. 5. 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.

~~9-10.~~ By February 15 each year the process and time deadlines for voluntary employee transfers will be published at each school site.

~~10-11.~~ 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.

~~11-12.~~ 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.

~~12-13.~~ Interviews will be conducted by the administrator(s).

~~13-14.~~ Offers made will be accepted or rejected within twenty-four (24) hours.

~~14-15.~~ 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 the Associate Superintendent – Employee Services or designate.

~~15-16.~~ 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.~~ 17. After June 15 of each school year, all placements will be made and individuals informed of such by the Employee Services. For individuals who do not have an assignment, the provisions of Clause 4. above shall apply.

~~17.~~ 18. 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 Associate Superintendent - Employee Services, 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

For the Vancouver Board of Education

Marjorie Dumont

Marjorie Dumont

Michael Gray

Michael Gray

C. Schaedeli

Carmen Schaedeli

Dec. 17, 2024

Date

Dec 17, 2024

Date

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VSB Proposal
2024 8:57 am
Article
ER.4

SCHOOL BASED/DISTRICT PROGRAM ASSIGNMENTS

ARTICLE E.23: SCHOOL BASED/DISTRICT PROGRAM ASSIGNMENTS

1. The Board will initiate the placement of programs and students.
2. Programs are supported and may be modified by the Board.
3. School Based/District Program assignments will be posted/advertised by the individual schools.
4. In circumstances where specialized knowledge is required, the parties may each appoint one (1) additional committee member (one (1) from the Board and one (1) from the VTF). Such appointments will be facilitated through ~~Human Resources~~ Employee Services.
5. An employee in a school based/district program assignment has site/school-based rights including the right to reorganize into the school.
6. All district programs are defined as school based except for the following:
Provincial Resource Programs (PRP)
 - ~~BC Rehab~~ – G.F. Strong Rehabilitation Centre School Program
 - ~~Eating Disorders~~ - BC Children's Hospital Eating Disorders Unit School Program
 - BC Children's Hospital Adolescent Psychiatric Unit School Program
 - BC Children's Hospital (BCCH) Hospital School Program
 - BC Children's Hospital Child Psychiatry Education Unit School Program
 - Transition Program for ~~Academically~~ Gifted Students
 - ~~Preparing for Early University Entrance~~
 - Sunny Hill Health Centre School Program
 - Peak House
 - Canuck Place School Program
 - Special Education Technology BC (SET BC)
 - Vancouver Learning Network (VLN)
 - ~~Aboriginal Enhancement Program~~
 - Multi-Age Cluster Classes (MACC – Gifted)
 - ~~Social Emotional Academic Development Support (SEADS)~~
 - ~~Alderwood Program~~
 - Home Learners Program
 - GOLD Programs

Vancouver Alternate Secondary School (VASS)
Low Incidence Programs – Life Skills/LALS/ARC/Autism Programs
Social Emotional Learning Centre (SELC)
Special Remedial Classes
Social Development Classes
District Literacy Specialists

*EXSEL replaces Social Emotional Academic Development Support (SEADS), Special Remedial and Social Development Classes

*District Literacy Specialists are now called Literacy Enhancement Teachers.

~~Aries Program~~

Cedar Walk

~~Eagle High~~

~~Hamber House~~ Nova

Genesis ~~North East~~

~~Genesis Broadway~~

~~Genesis South~~

Pinnacle

South Van ~~Youth~~ Learning Centre

~~Westcoast Alternative~~

Foundation

West

Spectrum

Total Education

High and Low Incidences Programs – Elementary & Secondary

7. It is understood that this does not prohibit the Board from deleting from or adding to the above list during the life of the contract. The Board agrees to give the VTF fourteen (14) days notice of any changes to the above list.

For the Vancouver Teachers Federation



Marjorie Dumont

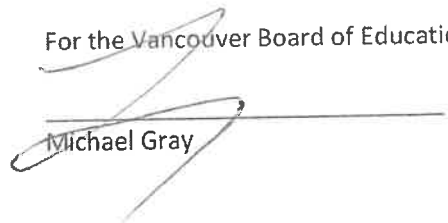


Carmen Schaedeli

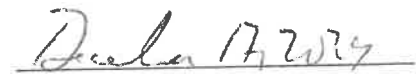


Date

For the Vancouver Board of Education



Michael Gray



Date

Counter Proposal

Article E. 36: Orientation of New Employees

1. The Board shall offer an orientation workshop ~~a minimum of once~~ **four (4) times** per school year **subject to operational needs.**
2. The Vancouver Teachers' Federation will be invited to attend, speak and participate in the orientation workshop.
3. **The Board shall provide the VTF with an updated copy of the orientation agenda each year.**
2. 4. Part of the orientation shall acquaint the newly hired teachers with **an awareness of** the basic operation of the District, **policies and administrative procedures**, and ~~an awareness of~~ the Collective Agreement.

For the Vancouver Teachers Federation

Marjorie Dumont
Marjorie Dumont

C. Schaedeli
Carmen Schaedeli

January 15, 2025
Date

For the Vancouver Board of Education

Michael Gray
Michael Gray

Jan 15 2025
Date

Job Share - Secondary

Letter of Understanding (outside the Collective Agreement) – Secondary Job Share

~~It is understood that Secondary teachers already have opportunities for part time work in the Collective Agreement.~~ **Job Share opportunities are distinct from part time work.**

The VSB and VTF agree to apply the following job share language to Secondary teachers:

Enrolling continuing contract classroom teachers who wish to transfer as a job share team for a 1.0 FTE position shall be permitted to apply as a team on a 40/60 basis with each employee working consecutive full days for the duration of a school year provided the following criteria has been met:

1. Enrolling continuing contract classroom teachers must find their own job share partner.
2. No more than one (1) job share per Secondary School.
3. Each day will be .20 FTE.
4. The job share team must apply to Employee Services by March 15, for approval of the job share, in order to participate in the Spring Transfer Process. It is Employee Services' sole discretion to approve job shares.
5. Applications must include proposals:
 - a. on the schedule/timetable of each partner, and
 - b. the percentage of assignment applicable to each partner, and
 - c. the division of responsibilities, and
 - the method of planning between the partners to ensure continuity of instruction and consistency in the classroom, and
 - the method of communicating to students and parents about instructional planning and student evaluation, and
 - ~~the methods of representation at staff meetings, parent conferences, staff development, and in-service training~~

6. Applications will be considered based on their commitment to collaborative practice, and operational and educational needs including consideration of programs and student needs and their job share team's proposal.
7. Once a job share is approved it must be fulfilled for the school year.
8. For the purposes of Post and Fill, as per Article E.21.9., seniority will be calculated by averaging the partners' seniority.
9. Surplus, if required, will be exercised as per Article E.26. and the VSB will honour pre-job share FTEs.
10. As outlined in Article C.20.3.e., in the absence of one of a job share teacher, the other job share partner has the right to assume the duties of the absent teacher.
11. Expectations of the job share team are:
 - a. In the event a Staff Meeting occurs on a non-workday, the teacher is expected to update themselves on the relevant matters discussed at the Staff Meeting.
 - b. Attendance at scheduled Parent/Teacher conferences are is the responsibility of both teachers in the job share regardless of weekly schedule. ~~Both teachers must be available to speak to parents upon request regardless of workday.~~
 - c. ~~Job share teachers are not entitled to preparation time.~~
 - d. ~~Teachers must be available during FIT preparation blocks.~~

This letter of understanding will be in affect for September 2026/2027 school year. This letter of understanding expires on June 30, 2027.

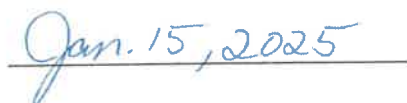
For the Vancouver Teachers Federation



Marjorie Dumont



Carmen Schaedeli



Date

For the Vancouver Board of
Education



Michael Gray



Date

VSB Counter Proposal
January 15 2025 11:34 am
Article
No Proposal Number

Secondary Teachers Working at Two Sites Post and Fill

Letter of Understanding (outside the Collective Agreement) – Secondary Teachers Working at Two Sites Post and Fill

The VSB and VTF agree to apply the following post and fill language for Secondary teachers that work at two sites:

1. In instances where a continuing contract teacher has positions at more than one site, a change in positions at one site will not impact positions at other sites.
2. If surplus should occur at one site, both positions will be declared surplus.
3. If a teacher should exercise their right to vacate in Spring Transfer Process, both positions will be vacated.
4. It is the teacher's responsibility to apply for positions that align with their position at the other site. Administrators will not be increasing and/or decreasing FTE to accommodate this process.

This letter of understanding will be in affect for September 2026/2027 school year. This letter of understanding expires on June 30, 2027.

For the Vancouver Teachers Federation

Marjorie Dumont
Marjorie Dumont

C. Schaedeli
Carmen Schaedeli

January 15, 2025
Date

For the Vancouver Board of Education

Michael Gray

Jan 15, 2025
Date

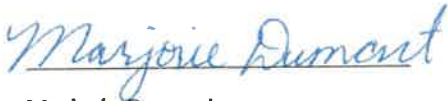
LOU on Printing of and Access to the Agreement

The purpose of this LOU is to support the possible transition to digital access only of the collective agreement. This LOU will be in effect from the ratification date of the 2025 Provincial Collective Agreement and will remain in effect until ratification of the subsequent Collective Agreement.

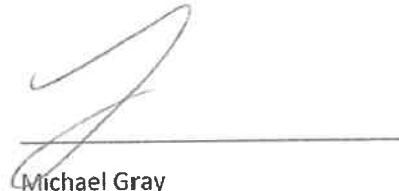
1. Printing of and access to the agreement shall take place as soon as practicable after ratification of the Provincial Collective Agreement.
2. The Board and the Union shall assume joint responsibility for the preparation of the ratified agreement.
3. The Board shall provide the Union with three hundred and fifty (350) copies of the Agreement in 8 1/2" x 11" format.
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. Every reasonable effort will be made to provide an accessible and searchable electronic version of the Collective Agreement to all employees.

For the Vancouver Teachers Federation

For the Vancouver Board of Education



Marjorie Dumont



Michael Gray



Carmen Schaedeli

Feb. 4, 2025

Date

Feb 4, 2025

Date