

2025 LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No.20 (KOOTENAY-COLUMBIA)

AND

KOOTENAY-COLUMBIA TEACHERS' UNION

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 **provided local ratification has occurred**;

On separate implementation dates as identified in each amended article;

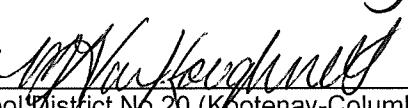
Upon completion of the provincial bargaining table, but no earlier than July 1, 2025.
(*default where agreement is not otherwise reached*)

Agreed to Local Matters:

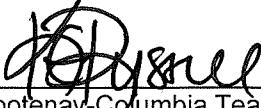
Article Number and Title	Implementation Date <i>indicate one of:</i> <ul style="list-style-type: none">• <i>local ratification</i>;• <i>July 1, 2025; or</i>• <i>provincial ratification</i>
A.114 Copy of the Agreement	July 1, 2025 provided local ratification has occurred
A.115 Staff Orientation	July 1, 2025 provided local ratification has occurred
A.117 Inclusion Support Employees	July 1, 2025 provided local ratification has occurred
C.104 Part Time Teachers' Employment Rights	July 1, 2025 provided local ratification has occurred
E.101.2.4.e Appointment to the Teaching Staff of the District	July 1, 2025 provided local ratification has occurred
E.105 Personnel Files	July 1, 2025 provided local ratification has occurred
F.101 Professional Development: Funding and Control	July 1, 2025 provided local ratification has occurred

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

Dated the 6th of February, 2025



School District No.20 (Kootenay-Columbia)



Kootenay-Columbia Teachers' Union

E 1

Agreed to February 6, 2025

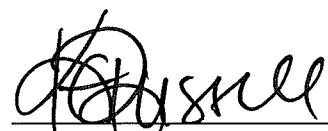
11:54 am

ARTICLE A.114 COPY OF AGREEMENT

1. **Any printed copies of the agreement will be borne by the party printing the agreement.** The parties agree to share equally the costs of printing copies of this agreement in accordance with mutually agreed upon arrangements. If possible, these copies will be made available within thirty (30) days of the execution of the melded agreement.
2. The Board shall provide every employee access to an electronic version of the ratified Memorandum of Agreement within thirty (30) days of execution of any such agreement(s) and **an electronic copy** of this agreement once contract melding work is completed.



Signature – SD20 (Kootenay-Columbia)



Signature – KCTU

U116

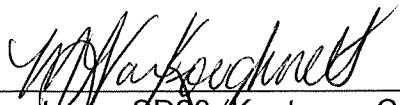
Agreed to February 6, 2025 at 12:01pm

ARTICLE A.115 STAFF ORIENTATION

1. ~~All new employees hired for the upcoming school year shall receive an orientation provided by the Board and the Union before they commence their duties in September. If they are hired after the summer orientation, they shall receive an orientation within the first thirty (30) days of commencing duties.~~

All new employees hired shall receive a virtual orientation jointly developed and provided by the Board and the Union upon hire. Additionally, at least one in person orientation will be jointly provided by the Board and the Union each school year.

2. ~~The orientation~~ **Orientation sessions** shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.
3. Orientation sessions shall be scheduled at times mutually convenient to both parties.



Signature – SD20 (Kootenay-Columbia)



Signature – KCTU

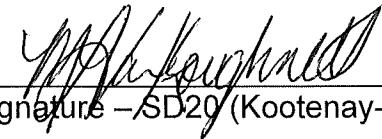
U122

Agreed to February 6, 2025

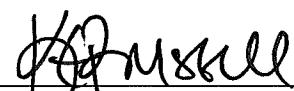
12:01 pm

ARTICLE A.117 INCLUSION SUPPORT EMPLOYEES

1. No Inclusion Support Employee shall be placed in a class without prior consultation with the teacher.
2. All Inclusion Support Employees hired to assist teachers in carrying out the Teachers' responsibilities and duties shall be under the **instructional direction** ~~direct supervision~~ of teachers.
3. Inclusion Support Employees shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but they shall perform duties to assist the teacher as approved by the teacher.
4. An Inclusion Support Employee placed in a class will not be removed from the class without 24-hours' notice to the teacher.
5. Teachers shall be provided adequate time during the school year to meet and conference with Inclusion Support Employees **under their instructional direction** ~~whom they supervise~~.



Signature – SD20 (Kootenay-Columbia)



Signature – KCTU

E 10

Agreed to Dec 13, 2024, at 10:19am

ARTICLE C.104 PART TIME TEACHERS' EMPLOYMENT RIGHTS

1. Partial Reduction in Assignment

- a. A teacher with a continuing full-time appointment to the teaching staff of the District may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request. Any such assignment shall not exceed **two (2) three (3)** years except by mutual agreement.
- b. When the request under Article C.104.1.a is granted by the Board, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
- c. A teacher with a continuing part-time appointment without prejudice to that appointment may request an additional temporary part-time appointment for a specified fraction of time to a maximum of full-time.
- d. Teachers on part-time continuing appointment, or part-time temporary appointment, may request a full-time continuing appointment.
- e. When the request under Article C.104.1.a is granted, the teacher shall be considered on leave for the time not working.



Signature – SD20 (Kootenay-Columbia)



Signature – KCTU

E15

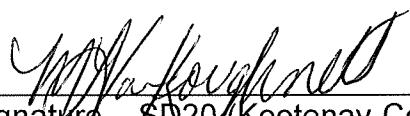
Agreed to February 6, 2025

11:54am

ARTICLE E.101 APPPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

2. Posting Procedures

- a. The Board shall post notices on the school district website of all temporary and continuing positions for which appointments to the teaching staff of the District will be required. The Board, as a courtesy only, will circulate copies of all teacher postings via district email to all teachers.
- b. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.
- c. Prospective appointees shall be informed of the general nature of the initial assignment.
- d. A verbal or written offer of employment made by a representative of the Board, is binding.
- e. **All vacancies shall have an application deadline of at least 3 (three) business days with a closing time of 4:00pm.**



Signature – SD20 (Kootenay-Columbia)



Signature – KCTU

E 8

Agreed to: Dec 13, 2024 at 10:18am

Amend E.105 as follows

ARTICLE E.105 PERSONNEL FILES

1. There shall be only one personnel/disciplinary file for each teacher, maintained at District office. Any file relating to a teacher kept at a school shall be transferred into the teacher's District office file when the teacher leaves that school.
2. After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file **within five (5) business days**.
3. The Secretary-treasurer or designate shall be present when a teacher or a person designated in writing by the teacher, reviews their file. The teacher may be accompanied by an individual of their choosing.
4. The School Board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in personnel files. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A.6 of this agreement.
5. Personnel files will be kept confidential.
6. Upon the teacher's request, material critical of the teacher, other than material relating to danger or harm to pupils, and discipline, other than formal evaluations, shall be removed from the teacher's file after the expiration of two (2) years, provided that no further material of that nature has been subsequently filed.
7. Teachers will be notified if any material critical of the teacher is to be put on their file.


Signature – SD20 (Kootenay-Columbia)


Signature – KCTU

U311

Agreed to February 6, 2025 12:01pm

ARTICLE F.101 PROFESSIONAL DEVELOPMENT: FUNDING AND CONTROL

1. The Board and the Union mutually recognize the importance and necessity of assisting teachers to improve their capability and performance through provision of professional development programs.
2. The Board and Union agree to establish a fund for the purpose of providing professional development of teachers employed by the Board.
3. Effective September 01, 1997 and each September thereafter, the total amount to be placed in the fund shall be \$79,000 with the Board contributing \$71,000 and the Union contributing \$8,000.
4. The control and administration of professional development monies shall be jointly determined. **Any disputes or unresolved issues regarding professional development monies shall be referred to the Superintendent and the KCTU President for joint resolution.**
5. Opportunities for professional development activities shall be distributed equitably.



Signature – SD20 (Kootenay-Columbia)



Signature – KCTU