Employer Proposals

Collective Agreement Negotiations

Local Bargaining

Between

School District No. 53 (Okanagan Similkameen)

(the 'Employer')

And

The South Okanagan Similkameen Teachers' Union (SOSTU)

(the 'Local' or 'Union')

EMPLOYER BARGAINING OBJECTIVES

The following bargaining plan is to address the upcoming round of negotiations between School District No. 53 (Okanagan Similkameen) and South Okanagan Similkameen Teachers' Union (SOSTU). We propose housekeeping and modernization of language to reflect current realities, improve administrative and operational efficiencies and assist in the ease of reference and clarity of language. Maintenance of management rights is also of importance.

GUIDING PRINCIPLES

1. **Student Focused**
   To increase or maintain the ability to provide an enhanced and innovative learning environment focused on improved outcomes for students.

2. **Flexibility**
   To increase or maintain flexibility and be open to explore new and creative ways to meet the diverse needs of students.

3. **Purposeful Change**
   To change language to solve real issues or improve clarity of interpretation.

4. **Communication**
   To be responsive to stakeholder issues and concerns and keep lines of communication open.

COMMUNICATION PLAN

Superintendent Bev Young has assumed the responsibilities of communications on behalf of the district and of providing the Board with updates.

BARGAINING PROPOSALS

NOTE: All changes to the collective agreement are shown in **bold** print. Any language removed from the collective agreement is shown as ~~stricken through~~.

Article A.28 Copy of Agreement

1. Within 30 days of this agreement, the Employer shall make the agreement available electronically. New teachers upon hiring, and all teachers, every September, shall be advised of its electronic location. ~~The Employer shall provide twenty (20) printed copies of the collective agreement to the Union.~~ Upon request from a teacher, the Employer shall provide a printed copy.

EMPLOYER NOTES: CA is available on our district website, other than the original 20 copies given to the union president when the agreement was first finalized, we have not had any requests for printed copies. We are willing to provide printed copies on request as was always the case.

Article A.31 Education Assistants

1. All education assistants shall be under the instructional supervision of teachers and the employment supervision of the Principal.

2. ~~Education assistants shall not~~ **Teachers** assume the instructional responsibility for designing and providing the educational programs for students~~, but may assist the teacher by:~~

   ~~a. providing assistance to individual students and groups of students;~~

   ~~b. monitoring students;~~

   ~~c. maintaining student records;~~

   ~~d. providing advice/guidance to students.~~

EMPLOYER NOTES: this language does not speak to all the EA duties, just some select duties and so has potential to cause confusion of district expectations for EAs. Ideally, the entire Article is removed, it was condensed last CA bargaining, but union was specific about wanting the current language includes, want to reopen the discussion.

Article E.21 Transfers

A transfer is the assignment of a teacher from the teaching staff of one school to the teaching staff of another school.

1. Employer-Initiated Transfers:
    a. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
    b. ~~An~~ **The** ~~e~~**Employer** ~~official intending to recommend a transfer of a teacher~~ shall meet with and inform the teacher of the nature of the proposed transfer and the reasons for it~~, at least seven (7) working days prior to the recommendation being placed before the Board~~.
    c. The teacher shall have the opportunity to consider the ~~matter~~ **transfer** and reply within five (5) working days and may request a meeting with the Superintendent or designate to discuss the matter. The teacher shall have the right to be accompanied by a member of the Union.
    d. At or subsequent to such a meeting, the Employer and the teacher shall consult and determine the in-service required, if any, to adequately prepare for the proposed transfer.
    e. Transfers initiated by the Employer shall be completed no later than June 21 in a school year for the next school year, except in exceptional circumstances.
    f. Transfers initiated by the Employer during the school year as a consequence of changes in student enrolment shall not be subject to the time limits contained in Article E.21.1.b and E.21.1.c above.
    g. If other circumstances not reasonably foreseen to the Employer necessitate transfers during the school year, the Employer and the Union will discuss the time limits governing such transfers.
    h. Unless exceptional circumstances exist, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
    i. A teacher who is transferred for reasons of projected enrolment decline shall have the option to return the following year to the position from which he/she was transferred, in the event that the projected decline did not actually materialize.
    j. Where inter-community transfers are necessary, the Employer shall give first consideration to teacher-initiated transfer requests. If such requests cannot be met, transfers between communities shall be effected in accordance with the above provisions of this Article.

EMPLOYER NOTES: changes to (b) are to reflect current practices, (c) is for clarity and (j) is a correction.

Article E.27 Personnel Files

7. Personnel files shall be in the **care and** custody of the Superintendent and shall not be accessible to other than ~~appropriate Principals of the school district~~ **management staff as designated by the Superintendent**.

EMPLOYER NOTES: to reflect current practice, as designated by the Superintendent management staff has access to personnel files such as HR department.