

2025 LOCAL MATTERS AGREEMENT

BETWEEN

The Board of Education of School District No. 51 (Boundary)

AND

Boundary District Teachers' Association (BDTA)

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">• local ratification;• July 1, 2025; or• provincial ratification
Article D.36 – Teacher Involvement in Planning New Schools	July 1, 2025
Article C.23 – Part-time Teachers' Employment Rights	July 1, 2025
Article E.20 – Appointments to the Teaching Staff	July 1, 2025
Article E.25 Assignments in the School	July 1, 2025
Article E.21 – Posting Vacant Positions	July 1, 2025
Article E.22 – Filling Vacant Positions	July 1, 2025
Article E.24 - Transfers Initiated by the Board	July 1, 2025

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

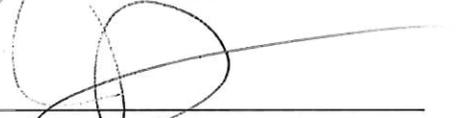
Dated the 29th of November, 2025





School District No. 51 (Boundary)





Boundary District Teachers' Association

**2024 Bargaining Protocol Agreement
Between
The Boundary District Teachers' Association
And
School District No. 51 (Boundary)**

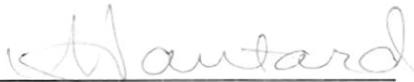
This Protocol Agreement establishes a process for the local union and school district to bargain collectively. Each bargaining team has the delegated authority to bargain "Local Matters" which, pursuant to the *Public Education Labour Relations Act*, have been designated by the BCTF and BCPSEA and are set out in LOU#1, Appendix 2 of the Collective Agreement and are not included in LOU #1, Appendix 1. Bargaining Teams have the authority to sign a memorandum of agreement, which is subject only to final ratification by their respective principals.

1. The Bargaining Teams shall consist of up to five members appointed by the Employer and up to five members appointed by the Union. Observers will be permitted to attend, so long as there are no more than one at any given bargaining session. Both parties agree to bargain in good faith and attempt to reach a memorandum of agreement at the earliest possible date, prior to February 28th, 2025.
2. Each Bargaining team will declare a lead negotiator. The lead negotiator may call upon a member of their bargaining team to speak.
3. Each party shall designate a person to act as a contact person for all issues that may arise from time to time regarding meetings, locations, communications and any other matters relating to this process.
4. From time to time, additional observers from the respective organizations may attend bargaining meetings. The parties will inform each other of the identities of the observers in advance of bargaining sessions.
5. Both teams agree to exchange a full package of proposals at the commencement of negotiations. The BDTA will present their proposals on green coloured paper. The Board will present their proposals on salmon coloured paper. All signed off proposals will be on white coloured paper.
6. During negotiations, either party may bring forward proposals and counter-proposals, which are related to the original proposal. If new items are to be introduced, the parties agree to do so only by mutual consent. Articles signed off may be revisited only by mutual consent.
7. Both parties will identify changes to existing Collective Agreement language in their proposals. Additions will be identified with a bolded font (**Just like this, to add this sentence.**) and deletions will be identified with a strikethrough font (~~Just like this, to add this sentence.~~).
8. All documents and proposals presented by either party shall be clearly dated, numbered in sequential order, and if necessary, the time noted. Union documents and proposals shall be identified by "U" followed by the applicable number. Employer documents and proposals shall be identified by "E" followed by the applicable number. Signed off items will be identified by "S" followed by the applicable number. Each bargaining team will maintain its own document tracking system. Electronic copies of proposals will be provided.

9. All agreements will be in writing and will be signed at the time at which agreement has been reached. These agreements shall be signed by the lead negotiator of the BDTA and the legal signing authority of the Board or legal designates. Unless stated otherwise, all signed off proposals shall form part of the memorandum of agreement that is referred for ratification.
10. Both parties will provide their own technology. The Board will make photocopiers, printers, projector, and phones available to the Union.
11. Each bargaining team will maintain its own notes. No audio or video recording devices will be used by either party.
12. Cell phones and other electronic communication devices will be silenced and not used during bargaining meetings. Computers may be used for note taking purposes, but it is expected they will not be used for any on-line communications.
13. Both parties are free to caucus at any time. A party who requires a caucus of more than 30 minutes is obliged to give the other party an estimate of how much time is needed. If it is or becomes evident that a caucus meeting will exceed 30 minutes, the party will inform the other party after 25 minutes has past and advise on the anticipated time to reconvene.
14. Either party may cancel or delay a scheduled meeting and will make every reasonable effort to give 48 hours advance cancellation notice.
15. All bargaining sessions shall be held in the boardroom located in the basement of the SD 51 Board Office. A caucus room will be made available to the BDTA during all meetings. Catering arrangements for meetings will be shared by both parties on an alternating basis as required. Dietary restrictions/ allergies will be collected during the signing of the protocol agreement, and catering will be provided to all bargaining members.
16. At the conclusion of each session, as a final item of business, an agenda will be agreed upon for the next session. The timing of bargaining meetings will be mutually agreed upon.
17. Each party will inform its own constituents in the manner it considers appropriate, recognizing the confidential nature of the bargaining process.
18. Public communications during bargaining may be by mutual agreement. Each party will provide the other party a copy of any press release at the time of the release.
19. It is agreed that all members of the bargaining teams respect the need for security and confidentiality of information provided and discussed during the bargaining sessions.
20. Where it is the intention of either party to have resource persons or topical experts present during a bargaining session, a minimum of 48 hours notice of the name and reason for the attendance of the resource person or topical expert shall be provided in writing to the other party.

- 21. Any resource person or observer who attends a bargaining session will observe the confidentiality of information discussed during bargaining sessions.

Signed at Grand Forks, in the Province of British Columbia, this 27th day of November, 2024



SD 51



BDTA

SD51 AND BDTA AGREED UPON LANGUAGE

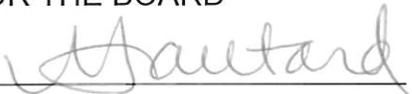
NOTE: All changes to the collective agreement are shown in **bold** print. Any language removed from the collective agreement is shown as ~~stricken through~~. The parties agree that the signed off language below will form part of the collective agreement upon ratification.

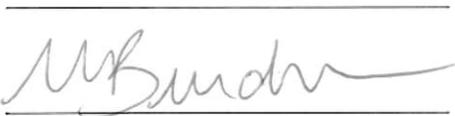
Article D.36 Teacher Involvement in Planning New Schools

When new school construction or major school renovations are planned in ~~a~~ **the** school District, the Board shall include in the planning process representatives of the staff of the applicable school or in the case of a new school, representatives of the Teachers' Association.

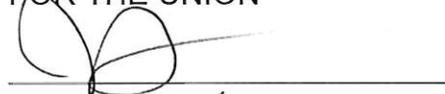
SIGNED at Grand Forks, British Columbia this 28 day of November, 2024

FOR THE BOARD



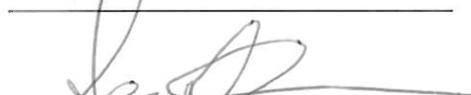


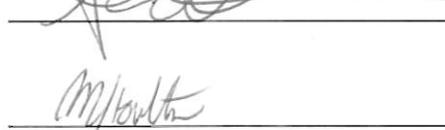
FOR THE UNION











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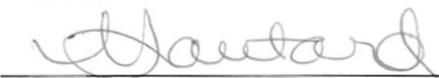
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Article C.23 Part-Time Teachers' Employment Rights

1. Prior to February 28th, 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 for the subsequent school year, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The Board shall not unreasonably deny such requests.
2. When the request under C.23.1 of this article 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.~~
3. A teacher with a continuing part-time appointment, may, without prejudice to that appointment, request an additional temporary part-time appointment.
4. Two continuing full-time teachers may jointly request, before February 28th, a specified job sharing assignment as outlined in Article C.23.1, for the subsequent school year.
5. Where teachers share in an assignment and agree to teach during the absence of their job sharing partner, they will receive their full regular wage for the duration of the time taught.

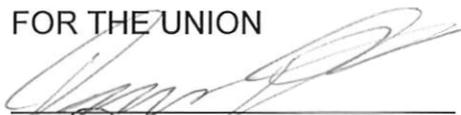
SIGNED at Grand Forks, British Columbia this 29 day of November, 2024

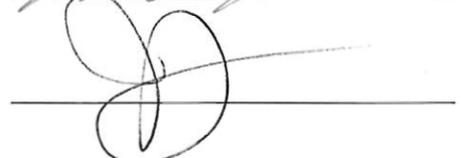
FOR THE BOARD





FOR THE UNION





E. B. ...

[Signature]

M. ...

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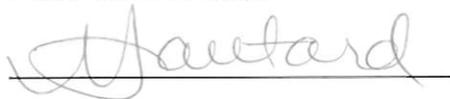
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Article E.20 Appointments to the Teaching Staff

1. The Board shall post notices ~~in all schools~~ **electronically** of all positions for which appointments to the teaching staff of the District will be required.
2. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extracurricular activities and programs, and such matters shall not form part of any contract of employment.
3. Prospective appointees shall be informed, insofar as is practicable, of the nature of the assignments.
4. The Principal/Vice Principal of the school shall provide new appointees with a suitable program of orientation.

SIGNED at Grand Forks, British Columbia this 28 day of November, 2024

FOR THE BOARD

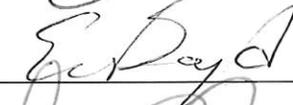


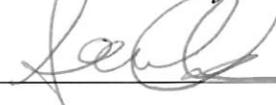


FOR THE UNION











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Article E.25 Assignments in the School

1. Assignments within a school shall be determined by the Principal/Vice Principal, after considering the following:
 - a. qualifications of the teachers in the school,
 - b. experience of the teachers in the school,
 - c. equitable distribution of workload, and
 - d. personal preference of the teachers in the school.
2. Assignments will not be used as disciplinary measure.
3. A staff meeting shall be held in each school, on or before May 30 of each year, to discuss the proposed timetable and staff assignments for the next school year.
4. Teachers shall have their assignments for the next school year confirmed by their Principal/Vice Principals as soon as possible before the end of the school year.
5. Assignments in a school will be assigned, ~~pursuant to Article E.20~~, prior to vacancies being posted, **pursuant to Article E.20**.
6. If a teacher is not satisfied with the assignment, they may **submit a written request for review, with reasons, to the Principal no later than five (5) working days after assignments have been confirmed. The Principal will arrange a meeting with the teacher within five (5) working days. If the teacher is still not satisfied, the Principal shall provide a written rationale of the decision and the teacher may appeal to the Superintendent. The teacher may be accompanied by a representative of the Association at these meetings.**

SIGNED at Grand Forks, British Columbia this 29 day of November, 2024

FOR THE BOARD

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FOR THE UNION

M. Hunter
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Article E.21 Posting Vacant Positions

1. For the purposes of this article vacancy means a newly created continuing or term position, or an existing continuing or term position vacated by the incumbent, which the Board intends to fill. Copies of all postings shall be forwarded at the time of posting to the Association President.
 - a. When it can be reasonably determined that a vacant position will be vacant for an extended period (e.g. twenty (20) days or more) the position will be posted and filled as a term appointment.
 - b. When it can be reasonably determined that a position occupied by a teacher teaching on call will continue for an extended period (e.g. twenty (20) days or more) the position shall then be posted as a term position.
2. All vacancies shall be posted electronically exclusive to all ~~district teaching staff~~ **BDTA members** for a period of five (5) working days, ~~on bulletin boards in all schools in the District~~ as soon as they become known, **with a copy to the Association**. All BDTA members may apply for all vacancies. [Note: See also local LOU No. 5 Four Day Instructional Week].
3. At the end of the posting period, vacancies may be advertised outside of the District, unless there is mutual agreement by the parties to do so earlier.
4. ~~During July and August vacancies shall be posted electronically, exclusive to all district teaching staff with a copy to the Association, and copies of each posting shall be forwarded to any teacher who has requested to receive same.~~

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ARTICLE E.22 FILLING VACANT POSITIONS

1. The Board shall fill vacancies other than those for positions of special responsibility on the basis of seniority and necessary qualification , as defined in Article C.2 and C.5 as follows:
 - a. Teachers returning from a leave of absence provided for in the Employment Standards Act or returning under Article E.32 or G.6;
 - b. Teachers transferred on the initiative of the Board, pursuant to Article E.24 and Teachers on the recall list in accordance with Article C.5;
 - c. Continuing teachers;
 - d. **Teachers in temporary assignments, TTOCs, and all teachers applying for employment.**
2. Positions shall be filled as soon as possible at the end of the posting period.
3. In filling any position, qualifications shall be those stated in the posting.
4. When a vacancy is posted after September 1 and a currently employed teacher is the successful applicant, but the educational and operational requirements of the District do not permit that teacher to immediately assume the duties of the posted position, the Board may employ a term teacher temporarily in such position until the earliest time its requirements reasonably permit the successful applicant to be released, which shall in no event be later than the start of the next school year.
5. If a continuing teacher is the successful applicant for a term position, then at the end of the term position the continuing teacher shall return to their former school in which they were a continuing teacher.

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Article E.24 Transfers Initiated by the Board

1. The Board shall have the right to transfer teachers covered by this Agreement for bona fide educational reasons, for budgetary reasons and for reasons of fluctuating or declining enrolment. The Board shall not exercise this right in an arbitrary or capricious fashion. The Board shall not transfer teachers for culpable disciplinary reasons.
2. The Superintendent shall meet with a teacher who they are intending to transfer at least one (1) month prior to making the transfer. Without limiting generality, the nature of the transfer and the reasons for it shall be discussed at this meeting.
3. The teacher shall have the right to appeal the Superintendent's recommendation to the Personnel Committee of the Board prior to the Board making a final decision on the matter.
4. The teacher shall have the right to be accompanied by a representative of the Association at any meetings held under this article.
5. Transfers initiated by the Board shall be completed no later than May 15th in any school year to be effective at the start of the next school year, save and except when such transfer is necessitated by circumstances not reasonably known to the Board.
6. Any teacher who has been transferred, without agreement, shall not be subject to a further Board initiated transfer, without agreement, for three (3) school years. ~~In addition, they shall be entitled to preference for posted vacancies for which they have the necessary qualifications, seniority notwithstanding.~~
7. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other similar reason shall have the opportunity of returning to the position previously held in the event that the projected factors do not actually materialize.
8. When the Board transfers a teacher to an assignment involving a significantly different grade level or significantly different subject area, the teacher shall be provided with reasonable support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment.

- 9. In addition, the Board shall have the right to transfer any two (2) teachers who wish to exchange positions, provided the Association agrees to such transfer.

SIGNED at Grand Forks, British Columbia this 29th day of November, 2024

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