

YEAR END STAFFING PROCESS

		Target Date
1.	The Superintendent shall notify each school of the intended staffing allotments for that school for the next school year.	Apr. 24/08
2.	The Principal of each school or district administrators will develop the initial staffing needs of the school and shall draft an assignment list of teacher assignments for the next school year. No names will be attached.	April 24/08
3.	<p>A list of teachers declared surplus, in order of seniority, will be compiled. A reason for the surplus designation will be included. The list will be made available to the Union.</p> <p>A letter confirming the surplus declaration, or a letter outlining that a teacher is junior in seniority to a surplus teacher, shall constitute a 30 day notice of layoff in the event the reassignment process agreed to does not result in the teacher being placed in another position.</p>	Tues., May 1/08
4.	<p>Where declining grade/course enrolments or the reduction of a district program results in the need to reduce the number of teacher's assignment, and the extra teachers cannot be placed in another assignment, the teacher with the least district seniority shall be declared surplus to the school, provided the teachers retained possess the necessary qualifications for the available positions.</p> <p>The Principal shall first notify the teacher, in the presence of the staff representative, at the end of a school day of the surplus designation. The school-based Principal shall notify the Superintendent and the Prince Rupert District Teachers' Union President of the names of the teachers declared surplus to their school.</p>	Wed., May 7/08
5.	After the teachers have been told of their surplus designation the Principal will meet with the staff to review the staff positions and assignments.	Thurs. May 8 (9 am) Fri. May 9 (3 pm)
6.	The Principal shall assign the teachers on the staff to assignments pursuant to the Memorandum of Understanding on school-based staffing by	Mon., May 12 (3 pm)
7.	The Superintendent shall give each surplus teacher a list of the <u>teacher positions</u> , if any, that are filled by a teacher with less seniority than the teacher declared surplus. Teachers holding those positions will be given a letter outlining that they are junior in seniority to a surplus teacher.	1st round begins: Mon. May 20 ends: Tues., May 21 (3 pm)

8.	<p>Surplus teachers are eligible to take part in the post and fill process outlined in E.1 of the Collective Agreement. For purposes of E1.9.4 the position that the teacher held before they were declared surplus shall be considered their current placement.</p>	
9.	<p>(a) Teachers returning from a leave of absence shall apply for posted positions pursuant to E.1.</p> <p>(b) Should there be no postings available within the teaching community (E.2.4) from which the teacher took the L.O.A., the junior teacher in that community in a position for which the teacher is qualified, shall be given a lay-off notice and the teacher shall be reassigned from the leave of absence.</p> <p>This process shall be without prejudice and applies to the year-end staffing process for (?????) It is intended to provide a common understanding of the Union and Management.</p> <p>The post and fill process, as outlined in E.1, may happen at the same time as the following "hard bump" process will occur:</p> <p><u>Hard Bump:</u></p> <p>(a) The surplus teacher shall, within 48 hours* of being in receipt of the list outlined in #8, identify all position(s) in order of priority on the list of positions held by junior teachers, which he/she is qualified to fill. The teacher shall include a statement of qualifications and any documentation the teacher believes is relevant to show proof of qualification, as outlined in C.10.4.</p> <p>(b) The Superintendent shall respond within 48 hours*. The teacher(s) shall be reassigned in descending order of seniority to his/her highest priority position not yet filled by a senior teacher.</p> <p>(c) Teachers displaced will be declared surplus and the same rights of reassignment shall be followed.</p> <p>(d) If the only positions available involve a geographic relocation the surplus teacher may elect to be laid off and placed on recall pursuant to C.10.5.4.</p> <p>(e) When no positions remain to be reassigned the teachers remaining on the surplus list shall be issued lay-off notices to be effective at the end of the school term and to contain the reason for lay-off.</p> <p>* If notice given after school on either Thursday or Friday then teacher/superintendent shall respond by the end of the first school day (3:30 p.m.) of the following week.</p>	



MEMO

To: all school district teachers

Cc: Eric Mercer, Superintendent
Kim Morris, Secretary-Treasurer
Principals and Vice-Principals

From: Bill Ford, Director of Instruction

Date: May 23, 2008

Last September, the PRDTU and senior management entered into a trial agreement re: posting and filling practice for that month. I am pleased to inform you that we will once again implement this practice for September, 2008, on a without prejudice basis. The following is information regarding this practice:

- As noted in article E1.3 of the collective agreement, all teachers in the district on continuing appointment are eligible to apply for all vacancies. Normally, however, teachers have not been moved in September, despite the fact that this same article contemplated reassignment for year long vacancies.
- Classroom postings that appear on or before September 21/08, and have June 26/09 as a closing date, and that are full time (1.0 FTE) will now be open for all teachers on a continuing appointment to apply for.
- Teachers who have the necessary qualifications, have the highest seniority, and have been in their current assignment for two or more years (as per article E1.3), will be awarded postings as noted above. Teachers will begin their new assignments as soon as possible provided qualified teachers can be found, through posting and filling, for the vacated assignments. Should a position not be able to be filled with a qualified teacher, then the teacher awarded the new assignment would not move, but would have their name added to the staffing list of their new school for staffing considerations in the spring staffing process.

In last year's memo on this topic, I offered two examples of scenarios that applied to this new practice. As we have experienced this practice once through, no examples are provided this time. Please remember that this practice does not apply for postings where teachers are off temporarily on an approved LOA. As well, please be reminded that this practice is an attempt by the PRDTU and management to create opportunities for teacher movement across the district. If you have questions or concerns regarding the content of this memo, please do not hesitate to contact either Joanna or myself. Thank you.

Sincerely,

Bill Ford
Director of Instruction

Joanna Larson
President, PRDTU

Letter of Understanding

Between

Prince Rupert Teachers' Association
And
The British Columbia Teachers' Federation
(BCTF)

And

The Board of School Trustees of School District No. 52 (Prince Rupert)
(The Board)

And

The British Columbia Public School Employers' Association
(BCPSEA)

RE: Article C.10.7.6

This Letter of Understanding is without prejudice and precedent to the interpretation and application of the collective agreement in this or any other School District or to the position of the parties in future negotiations or other proceedings. The Letter of Understanding will apply for a one year period while the parties review the language of the collective agreement in the light of two recent arbitration awards (Jackson and Glass).

The parties agree to add the following sentence to Article C.10.7.6.

"When a teacher on the recall list accepts a temporary assignment, the period of recall under C.10.7.5(d) will be extended by the length of the temporary assignment."

Note: In other words the clock will temporarily stop. For example, a teacher who was laid off effective June 30, 2004 and whose recall would normally be lost on June 30, 2006, accepts a 4 month temporary assignment in the 04/05 school year. The teacher's two year recall period would be extended by 4 months to December 30, 2006.

This Letter of Understanding shall be effective for September 1, 2006 through to June 30, 2007 at which time the present language of the collective agreement will apply.

Date: Sept. 22/06



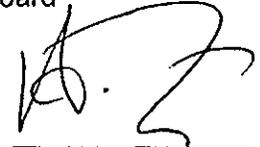
For the Local



For the Board



For the BCTF



For the BCPSEA