

LETTER OF UNDERSTANDING
BETWEEN
The Saanich Teachers' Association ("Association")
School District No. 63 (Saanich) (the "Employer")

RE: STAFFING PROCESS 2019 - 2022

The parties agree to the following staffing process until the completion of the **2021 – 2022** school year. This letter is without prejudice and without precedent to this and any other school district and/or any school year, and will only be renewed by the consent of all parties. This letter shall be in effect until **June 30, 2022**.

TABLE OF CONTENTS

1 – 4	Planning for Spring Staffing
5 – 13	Mobility Postings (Round 1)
14 – 22	NOIL Placement Process (Round 2)
23 – 30	General Postings (Round 3)
31 – 36	Layoff and Recall
Appendix A	Definitions
Appendix B	Chronology of Staffing Process
Appendix C	Teacher Mobility during the School Year

PLANNING FOR SPRING STAFFING

1. Teachers with continuing appointments will remain in their school provided that their necessary qualifications, seniority, and school enrolment are sufficient to sustain their positions.
2. During April, the Human Resources Department in conjunction with school-based administrators will identify teachers with continuing status for whom it is expected there will not be a position of at least the higher of their equivalent current year annualized FTE (**continuing plus temporary**) or their **highest annualized FTE during the previous 3 school years** at their school for the next school year. These teachers will be deemed "excess to school need" and will be the least senior continuing teachers, subject to qualifications, within their school.
3. During Round 1 and Round 3 the Employer will prepare postings that, to the greatest extent possible, do not combine teaching areas that require unlikely combinations of teaching qualifications that would have the effect of excluding a significant number of teachers. In some cases, combining teaching areas in the same posting may be desirable to secure or retain specialist (i.e. difficult to fill) teacher services. Such postings will not be created for arbitrary or capricious reasons and **the Employer will not create postings that could reasonably be considered to be designed for particular teachers or to exclude particular teachers**. The Employer will provide the Association with advance notice of its intentions and its reasons.
4. Except as provided in #26 below, continuing positions that are vacated on a permanent basis (i.e. other than temporarily) will be posted as vacated unless any of the following situations apply:

- a. All or a portion of the position no longer exists, for reasons of program decline or cancellation, in which case the remaining portion will be posted.
- b. There is a reduction in the number of divisions in a school or subject blocks within a department and posting as vacated would cause one or more senior teachers within the school or department in question to receive a NOIL who would not otherwise receive one. At secondary, the resulting vacancy will consist of as many blocks as can be posted without issuing a NOIL to a teacher who would not otherwise receive one.
- c. Where the need or the demand for the vacated position or a portion thereof no longer exists, in which case the Employer may redefine the vacancy and post the redefined position(s).
- d. The position vacated combines teaching areas with unlikely combinations of teaching qualifications as described in #3, in which case the position will either be:
 - i. split (and the components posted separately), or
 - ii. posted pursuant to #3 above, or
 - iii. re-assigned within the school to resolve the unlikely combination. The principal will only re-assign the minimum amount required to resolve the unlikely combination, in order to preserve the departing teacher's assignment as much as possible.

Where a vacated position is split for posting in accordance with #4.d.i, the Employer is only required to post components that exceed 0.3 FTE as mobility (Round 1). Components that are 0.3 FTE or smaller may be posted in Round 3 or awarded to teachers without posting in accordance with #27 below.

In all cases above, the Employer will provide the Association with advance notice of its intentions and reasons for claiming one of the exceptions listed above in **4.a, 4.b, 4.c, or 4.d** before posting.

MOBILITY POSTINGS (ROUND 1)

5. Vacancies for continuing positions which commence at the start of the next school year, and which are known by May 1 will be posted by the first Thursday in May by 4:00 pm, closing Tuesday of the next week at 10:00 am, to provide an opportunity for teachers to apply and change positions within the district. This will include known vacancies made available through retirements and resignations as well as any newly-created positions.
 - a. The parties agree that, in order to facilitate the attraction or retention of teachers for the following school year, the Employer has the option to conduct post and fill rounds during March and / or April to provide early mobility opportunities for qualified teachers.
 - i. The Employer will provide reasonable notice to all teachers of the timing and specialist teaching areas to be posted prior to Round 1 posting.
6. All positions posted pursuant to #5 above **or** #7 below or are considered permanent vacancies. Teachers who win permanent vacancy mobility postings will be considered to have vacated their current position unless:
 - a. **the mobility posting does not conflict with their current position and together the two positions total not more than 1.0FTE; or**
 - b. **the senior, qualified applicant is from the same school as the posting, in which case the successful teacher will drop portions of their current assignment or the posted mobility**

posting so no conflict exists. The remaining portions will be posted in Round 3 or reassigned in accordance with #27 below.

7. Vacancies which are created by the filling of mobility postings in the first week of May as described in #5 will be posted immediately after the NOIL round, according to #13 below.
8. Vacancies which result from complete leaves for the entire school year which are known to the employer before **May 25** will be considered temporary mobility opportunities, and the following terms shall apply:
 - a. These vacancies will be posted immediately after the NOIL round, according to #11 below. Only leaves posted in this round qualify as temporary mobility opportunities.
 - b. A teacher who wins a temporary mobility posting will NOT be considered to have vacated their current continuing position. The teacher will be placed back in their original position in spring staffing for the following year. **Such temporary mobility postings cannot be split pursuant to #6.b above.**
 - c. Successful applicants to temporary mobility postings in this round will be backfilled with a temporary Round 3 posting.
9. Vacancies anticipated as a result of the Notices of Intent to Layoff will not be posted in this round. The parties agree that Notices of Intent to Layoff are for the purposes of ensuring employment opportunities for teachers pursuant to this letter and not for the purpose of providing mobility opportunities for teachers.
10. Vacancies that are created by mid-year retirements will be posted as either continuing or temporary positions during this round or in the fall as the circumstances warrant.
 - a. Such vacancies for which it is known that there will be a continuing need will be posted as continuing and will be awarded in accordance with #13 below regardless of the time of year at which they are posted.
 - b. Such vacancies for which it is not known that there will be a continuing need will be posted as temporary for the balance of the school year and will be awarded in accordance with #13 or #23 as applicable.
 - i. Vacancies described in #10.b will be posted in accordance with #4 in the next Mobility Round as continuing for the following September provided that the need for the position at the school continues to exist for that school year.
11. Round 1 mobility postings will re-commence during the first week of June after the completion of the NOIL process (Round 2) and will include all postings before the Round 3 postings in **the second week of June**. Such mobility postings will be awarded in accordance with #13 below.
12. Vacant continuing positions that are between 0.75 and 1.0 FTE inclusive will be considered mobility opportunities regardless of the time of year at which they are posted to provide further opportunity for teachers to apply for and change positions within the district. Such mobility postings will be awarded in accordance with #13 below.
13. Provided the senior applicant teacher has the necessary qualifications for the posted vacancy, the senior applicant teacher will be awarded the position in all mobility postings.

NOTICE OF INTENT TO LAYOFF (NOIL) PLACEMENT PROCESS (ROUND 2)

14. After the first mobility round of postings is complete in early May and before any further rounds of postings are conducted, the Human Resources Department will identify the teachers based on seniority who will be issued a Notice of Intent to Layoff pursuant to Article C.5.1.d. This will include the teachers previously identified as “excess to school need” and all continuing teachers within the district who have less seniority than the most senior teacher deemed “excess to school need” at any school at the same level. The number of years of seniority of teachers receiving a Notice of Intent to Layoff may vary among secondary, middle, and elementary levels.
 - a. Less senior teachers occupying a position requiring specialized qualifications may be excluded from the NOIL process **if the specialized portion of their position is 0.7 FTE or greater** when:
 - i. more senior teachers who will receive Notices of Intent to Layoff do not possess the specialized qualifications for the position held by the less senior teacher; and
 - ii. the less senior teacher occupying the position possesses the specialized qualifications referred to in (a) above.
15. The less senior teachers (in #14a above) who are excluded from the Notices of Intent to Layoff will be included in the district staffing process described in Round 2 if their position is less than 1.0 FTE.
16. The Employer will provide to all teachers receiving a Notice of Intent to Layoff:
 - a. The list of all teachers with the same or less seniority (projected to June 30) than the most senior teacher to whom the Employer intends to issue a Notice of Intent to Layoff, regardless of level. This list will indicate which teachers have been excluded from the NOIL process and why.
 - b. An opportunity for those teachers receiving a Notice of Intent to Layoff to meet with the Employer and the Association to review staffing procedures and the list described in #16.a above.
 - i. Teachers with a Notice of Intent to Layoff will have at least three school days, from the meeting described in #16.b above to challenge, based on necessary qualifications, the Employer’s exclusions from the Intent to Layoff list by notifying both the Employer and the Association in writing or by email.
17. **For purposes of the NOIL process, a teacher whose position continues to exist will be considered tentatively assigned to that position for the following school year. Such a teacher will be able to express their preference for that position and/or others in accordance with #19 and #20 below.**
18. Positions left available through the issuance of Notices of Intent to Layoff will be published during the third week of May and will close after a five-day period.
19. Teachers with a Notice of Intent to Layoff will express interest **in their current position and/or other** positions published in Round 2 for which they are qualified and will list preferences for particular positions in order.
 - a. **The list of teacher preferences referred to above will only apply if:**
 - i. the Employer is not able to return the teacher with a Notice of Intent to Layoff to their current position with at least the current FTE level or

- ii. a position to which the teacher has expressed a preference and is qualified, would otherwise be filled by a teacher with less seniority.
 - b. The Employer will award positions in descending order of district seniority subject to the applicant teacher possessing the necessary qualifications for the available position. In so doing, the Employer will make every attempt to arrange assignments to permit the creation of as many full time positions as possible in order to increase the senior less than 1.0 FTE applicant teachers to full time.
 - c. The position awarded will, under normal circumstances, be the teacher's top priority choice of the available (remaining) positions for which the teacher is qualified.
 - d. The Employer may award a position other than the choice in #19.c above only when (i) and (ii) below occur:
 - i. The decision is made for educationally sound reasons. Maintaining an incumbent NOIL teacher in their full position will be considered an educationally sound reason for the purposes of #19.d.
 - ii. The position awarded is the next available preference expressed by the teacher.
20. Where a teacher does not express any preferences or where a teacher's preferences are exhausted, the Employer will not assign that teacher **except to return that teacher to their current position if it is still available.**
21. Any unpublished position that may exist at the time of the district staffing meeting will be filled through the posting process in subsequent rounds.
22. The Employer will provide the Association with a listing of the successful candidates for the positions awarded in Round 2. The list will be provided within 3 working days and will specify situations in which teachers are not placed in their top priority choice of available positions.

GENERAL POSTINGS (ROUND 3)

23. Round 3 postings, except for mobility postings as described in this letter, will begin on the second Thursday in June. Such postings should reflect only those vacancies not reasonably known to the Employer before Round 3 postings begin. Such postings will be awarded in accordance with #23 below and Appendix C of this Letter of Understanding.
24. The parties recognize that, subject to the necessary qualifications, greater seniority should be commensurate with greater job security and increased opportunities to secure a full-time position. During Round 3 except for mobility postings as described in this letter, teachers who would be increasing their FTE position when filling vacant positions will receive priority over more senior teachers who would not be obtaining a greater FTE position. Nothing in this clause precludes the provisions of Article E.14.7 where applicable.
25. The Employer will make every attempt to arrange assignments, consistent with #3 above, to permit the creation of as many full time positions as possible in order to increase the less than 1.0 FTE teachers to full time.
26. When filling vacancies, the position described in the posting will only be divided into two or more positions and awarded to more than one applicant during Round 3 if it results in increasing the senior,

less than 1.0 FTE teacher applicant in the school who would otherwise win the posting, subject to the provisions of #23 above.

27. Continuing positions that are vacated after the final postings in June or during the school year may be filled on a temporary basis for the balance of the school year either through posting(s) and/or in accordance with #28.
 - a. Vacancies described in #26 will be posted in accordance with the provisions of #4 in the next mobility round as continuing for the following September provided that the need for the position at the school continues to exist for that school year.
28. Assignment increases pursuant to Article E.15.6 will only occur after the summer closure period in mid-August and during the school year and should reflect only those increases not reasonably known to the Employer before the summer closure period.
 - a. Such increases to a teacher's position will be limited to 0.3 FTE annualized over the school year and will be offered to the senior less than 1.0 FTE teacher in the school with the necessary qualifications provided the increase in assignment does not conflict with the teacher's existing schedule.
 - b. All increases awarded under this paragraph pursuant to Article E.15.6 will be awarded on a temporary basis. If an increase awarded pursuant to this paragraph is deemed to be needed for the following year, it will be converted to continuing status and once again be offered to the senior less than 1.0 FTE teacher in the school with the necessary qualifications provided it does not conflict with the teacher's schedule for the following year.**
29. Subsequent rounds of postings will occur as necessary with vacancies posted on Thursdays and closing the following Tuesday at 10:00 am. During June, vacancies may be posted on a day other than a Thursday provided they are posted for the same number of days.
30. There will be no posting activities between July 8 and August 14 **with the exception of difficult-to-fill positions that have already been posted and not filled. The Employer will provide the Association of advance notice of such postings.**

LAYOFF AND RECALL

31. Teachers who have received a Notice of Intent to Layoff and who are awarded a position prior to June 30, including a position of less FTE than their current assignment, will receive notice of cancellation of the Notice of Intent to Layoff. Teachers who are awarded a position of less FTE than their current assignment will retain recall rights for the remaining entitlement, and will be considered a recall teacher.
32. In order to be considered for a vacant position, all teachers, including teachers who are on the recall list, must apply for posted vacancies.
33. Teachers who have received a Notice of Intent to Layoff and who have not been awarded a position by June 30 will receive confirmation of Layoff pursuant to Article C.5.1.d. and will have recall/severance rights pursuant to Article C.5. **A teacher who elects to remain on layoff and apply**

for posted vacancies cannot subsequently amend that election to receive severance pursuant to Article C.5 after the postings of third week of September have been awarded.

- 34. The Employer will not pay severance when a laid off teacher has not applied for postings of equal or greater FTE to the position from which they were laid off after Round 2 and before June 30 that they would have won on the basis of seniority and necessary qualifications.**
- 35. For recall teachers, necessary qualifications will be determined pursuant to Article C.5.1.c.
- 36. For the duration of the Letter of Understanding, the provisions of Article C.5.2.a and Article C.5.2.d.i are suspended. Recall teachers must apply for positions. Article C.5.2.d.ii remains in force.

This Letter of Understanding on the staffing process in Saanich School District signed by:

Saanich Teachers' Association

School District No. 63 (Saanich)



Date: May 1st, 2020

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