

# HANDBOOK FOR LTA MEMBERS

## DECLARED SURPLUS OR LAID OFF



*Prepared by Langley Teachers' Association  
Revised 2022 04 26 tml:usw2009:leu#35*

## TABLE OF CONTENTS

Staff Rep As An Advocate.....	3
Article C 21: Transfer and Surplus.....	3
Article C 21.2: Transfers Initiated by a Teacher.....	4
Article C 22: Layoff, Displacement and Severance.....	4
Article C. 23: Term Contracts .....	7
Article C 25: Job Share .....	7
Article E 21: Posting Vancant Positions .....	8
Article C E. 22: Filling Vacant Positions .....	9
Article E. 23: Assignment in School .....	10
Teaching Staffing Process .....	11
Teachers Vacancies .....	12
Surplus Flow Chart .....	13

## Employee & Family Assistance Program

You can access support and counselling through *Morneau Shepell* at **1-844-880-9142** or [workhealthlife.com](http://workhealthlife.com). Through our benefits, up to seven sessions can be accessed without cost. This service is confidential and may be helpful in dealing with workplace stress and transitions.



## Staff Rep As An Advocate

1. Staff Reps understand fully the rights of teachers under the Collective agreement.
2. Teachers declared surplus are represented and kept up-to-date on all issues.
3. Laid-off teachers are kept up-to-date on all issues concerning their case and the situation within the district.
4. Staff Reps are able to offer positive support to teachers experiencing surplus and layoff at the school level, while at the same time defending the terms and conditions of the collective agreement.
5. Staff Reps are able to offer advice to teachers about their future options.
6. You can also access advice through the Langley Teachers' Association office at (604) 533-1618.

## ARTICLE C.21 TRANSFER AND SURPLUS

1. Transfers and Surpluses Initiated by the Board
  - a. The superintendent, or designate, intending to recommend transfer of a teacher for reasons other than declining enrollment shall meet with the teacher at least seven (7) days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher and the Union. At such meeting the teacher may be accompanied by a member of the Union. The teacher shall have the opportunity to consider the matter and shall have five (5) days to reply.
  - b. Transfers shall not be initiated by the Board for arbitrary or disciplinary reasons. Transfers may occur pursuant to Article E.2.4.d (Harassment/Sexual Harassment).
  - c. Where the Board initiates a transfer or surplus after the start of the school year, and where the assignment is different from the current assignment, the Board will assist the teacher in the relocation of materials if required and may provide some preparation time prior to the assumption of their teaching duties.
  - d. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
    - i. there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
    - ii. the teacher has the least district-wide seniority among teachers in the teacher's existing grade level or subject area;
    - iii. the Board provides adequate support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment;
    - iv. the teacher is offered priority in future vacancies in the teacher's existing grade level or subject area.
  - e. Where the Board initiates a surplus from the staff of a school for bona fide educational, budgetary, declining enrollment, reconfiguration or other such reasons:

- i. unless a more senior teacher agrees to be surplus, the surplus shall be effected in reverse order of district seniority of teachers in that school, provided that the teachers retained on the staff of the school possess the necessary qualifications for the positions available;
  - ii. if not, the principal will match the educational needs of the school with the necessary qualifications of school staff members. This process may require teachers to teach courses or grade levels they are qualified to teach but which might not have been their preference;
  - iii. teachers declared surplus to the school will be designated for surplus in reverse order of seniority;
  - iv. by April 30 schools shall normally have identified surplus staff and vacancies;
  - v. subject to Article E.22 Filling Vacant Positions, teachers declared surplus shall be placed on a surplus list.
  - vi. surplus teachers shall apply for all positions for which they are qualified in accordance with E.22 Filling Vacant Positions;
  - vii. surplus teachers shall be notified of their successful application;
  - viii. a teacher who is surplus pursuant to this Article shall have, where practicable, the option of posting into and returning to their original school. The work must have returned within 5 days after the commencement of the school year because the projected reasons for surplus did not materialize;
- f. Except in extraordinary circumstances, any teacher who has been surplus shall not be subject to a further surplus for two school years.
- g. Transfers or surpluses initiated by the Board shall be completed no later than June 30 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by that date.

## **Article C.21. 2. Transfers Initiated by a Teacher**

- a. Teachers who hold comparable positions may mutually request to exchange their positions provided the exchange does not constitute an increase or decrease in appointment. Such requests shall not be unreasonably denied.
- b. Written requests to exchange positions shall be submitted to the Board by April 30 preceding the school year in which the exchange will take effect.
- c. The exchange of positions will commence September 1 and will be in effect until the end of the school year.

## **Article C. 22: Layoff, Displacement And Severance**

### **1. Definition of Qualifications**

“Necessary qualifications” in respect to a teaching position means possession of a valid teaching certificate for the province of British Columbia, and a reasonable expectation, considering the teacher’s university education, equivalent training, classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment and where the superintendent deems appropriate, a written commitment by the teacher to undertake a program related to the position

to achieve a more fully qualified status relative to the new assignment within two (2) years of accepting the position. The Board shall determine necessary qualifications. A teacher disagreeing with the Board's determination may appeal according to Article A.6 Grievance Procedure commencing at Step 3.

## 2. Security of Employment Based on Qualifications and Seniority

a. When, for bona fide educational, budgetary, enrollment and reconfiguration reasons, the Board determines that it is necessary to reduce the level of educational programs or to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

b. The Board and the Union agree that the Board has the powers to implement the provisions of Article C.22.2.a and agree that any reasonable surplus in good faith for such purpose shall not be subject to any other provision of this article otherwise dealing with surplus.

c. Nothing in Article C.22.2.a or C.22.2.b shall be taken to require the Board to surplus a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.

d. The Board shall give each teacher whom it intends to layoff pursuant to this article, thirty (30) calendar days' notice in writing where the layoff is to be effective at June 30, or forty-five (45) calendar days' notice where the layoff is to be effective during the school year. Such notice shall contain the reason for the layoff and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union.

## 3. Layoff and Displacement

a. Teachers who have been surplusd by May 31, pursuant to Article Transfers and Surplus C. 21. 1. c, d, e, f and g, and who are unable to obtain work through the posting and filling process under E.22 Filling Vacant Positions, may be laid off and provided with a layoff letter and a list of all positions held by teachers with less seniority.

i The Board will identify teachers with the lowest seniority to be displaced by the laid off teacher.

ii A teacher served layoff notice pursuant to this article, who believes he/she possesses the necessary qualifications to perform the duties of a position occupied by a teacher with less seniority, shall make written application on the form provided outlining his/her qualifications for the position, to the Human Resources office within five (5) working days of receipt of the layoff notice. If the teacher's application is successful, he/she shall be placed in the requested position.

iii A laid off teacher, who is not able to secure a position under the layoff and displacement process, has the option to be placed on the TTOC list.

b. A teacher who is offered a position pursuant to Article C.22.3.a.ii shall inform the Board whether or not the offer is accepted within seventy-two (72) hours of the receipt of such offer exclusive of weekends and statutory holidays.

c. The Board shall allow ten (10) working days from acceptance of an offer under Article C.22.3.b for the teacher to commence teaching duties provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall not exceed thirty (30)

calendar days. One (1) extension of up to thirty (30) days may be granted.

d. A teacher loses their employment rights in the following circumstances:

- i. the laid off teacher elects to receive severance pay under Article C.22.7 of this agreement;
- ii. the laid off teacher refuses to accept two (2) continuing positions of equal or greater percentage of time for which the teacher possesses the necessary qualifications; or
- iii. three (3) years have elapsed from the date of layoff under this article and the laid off teacher has not been able to secure a position.

Article C.22.3.d.ii. does not apply if at the time of such offer the teacher would have been entitled to maternity leave or is attending university and not more than three (3) years have elapsed since the date of lay-off.

e. A laid off teacher shall be considered a continuing contract teacher for purposes of applying for positions within the district.

f. A laid off teacher is responsible for keeping the Board informed of changes of name, and all contact information.

g. If the position accepted is a term appointment, any service accumulated during the term appointment shall be credited to the laid off teacher's seniority.

#### 4. Sick Leave

A laid off teacher who obtains a position pursuant to this Article shall be entitled to all sick leave credit accumulated.

#### 5. Layoff List

The Board shall maintain a layoff list. Current copies of that list will be sent to the Union by September 30 and by June 15.

#### 6. Benefits

a. A teacher who is laid off pursuant to Article C.22.3 Layoff and Displacement shall be entitled, if eligible, to maintain participation in all employee benefits enrolled in prior to the layoff, by payment of the full cost of such benefits to the Board.

b. Within ten (10) days of commencement of layoff, teachers shall advise the Board whether they wish to waive or maintain participation in their benefits.

#### 7. Severance Pay

a. A teacher on continuing appointment who has one (1) or more years of continuous service with the District and who is laid off under this article, may elect to receive severance pay at any time prior to the loss of their employment rights pursuant to Article C.22.3.d if the laid off teacher has declined:

- i to displace a teacher with less seniority; and/or
- ii to be placed on the Teacher Teaching on Call list.

b. A teacher whose contract is terminated, or who is dismissed for just and reasonable cause in accordance with the provisions of this Collective Agreement is not eligible for severance pay.

c. Severance pay shall be calculated at the rate of five (5) percent of one (1) year's salary for each year of service, or portion thereof, to a maximum of one (1) year's salary. Salary and service on which severance pay is calculated shall be based on the teacher's salary and the years of service at the time of the teacher's layoff.

d. A teacher who receives severance pay pursuant to this paragraph and who, notwithstanding Article C.22.3.d, is subsequently rehired by the Board, shall retain any payment received under the terms of this article. In the event the teacher is subsequently laid off and elects severance, as per Article C.22.7.c, the calculation of years of service shall commence from the date of rehiring.

8. Retraining

A laid off teacher shall be entitled to make application for grants from the Board, for the purpose of retraining for available positions, and such application shall receive preferential consideration.

9. Application to Associated Professionals

The above provisions shall apply, with any necessary modifications, to any employees covered by this agreement who are not teachers as defined in the School Act.

**Article C. 23: Term Contracts**

3. a. Term contract teachers shall be granted full-time continuing contracts of employment not later than upon the completion of fifteen (15) months aggregate service in the employment of the Board.

b. Such service must have been completed within a period of four (4) years.

c. Should no vacancies be available at the time of granting the continuing contracts, the teachers shall be treated as continuing contract teachers in that they shall have their seniority calculated, continue to accrue, and have their full seniority considered in all applications for positions within the District, to assist them in securing a continuing contract.

**Article C:25: Job Sharing**

1. Two employees may decide to share a position. The job sharing assignment request shall not unreasonably be denied.

2. The job-sharing request shall be submitted by April 30 preceding the effective school year of the job-sharing assignment.

3. Salary shall be pro-rated according to the percentage of time worked by each employee.

4. The Board shall pay the benefit contributions provided in the Collective Agreement pursuant to Article B.30 Part-Time Teachers Benefits.

5. When one of the employees agrees to work due to the temporary absence or illness of the other employee, that employee shall receive payment at full scale placement for percentage of time worked.

6. Each employee is considered for all other purposes to be on leave of absence with respect to the time not worked, pursuant to Article C.23 Part-Time Assignment.
7. The job-sharing assignment will commence the first day of school and run for a complete school year. Annually the employees may request the job sharing assignment be renewed and such request shall not unreasonably be denied.
8. Job-sharing employees may transfer as a job-sharing unit to another school pursuant to Article E.22 Filling Vacant Positions and Article E.23 Transfer and Assignments.
9. Termination of Job Sharing Employees wishing to terminate job sharing shall do so only at the end of the school year. If one employee is unable to continue to the end of the school year then the other may:
  - a. volunteer to take over the full position, or
  - b. choose a new partner. The request for the named new partner shall not be unreasonably denied.

Failing the employee exercising rights under (a) or (b) the Board may fill the position pursuant to Article E.21 Posting Vacant Positions and Article E.22 Filling Vacant Positions.
10. Upon completion of a job-sharing assignment, unless it is renewed pursuant to Article C.24.7 above, the employee shall be entitled to return to the percentage assignment time held prior to the shared assignment, pursuant to Article E.22 Filling Vacant Positions.

#### **Article E.21: Posting Vacant Positions**

1. Vacancy means a newly created position or an existing position vacated by an incumbent which the Board intends to fill. A position filled by a teacher on a term appointment does not become a vacancy during the school year if the incumbent's leave is extended and the term contract teacher continues in the position. Should the leave of absence continue into the next school year, the position is posted as a vacancy. All teachers in the district are eligible to apply for all vacancies pursuant to Article E.22 Filling Vacant Positions.
2. A list of all vacancies and new positions of eighteen (18) days duration or longer, except for Article C.25.2.f Teachers Teaching on Call, shall be posted on the school district website under the staff portal as soon as they become known, for a period of seven (7) calendar days. Electronic copies of all postings shall be forwarded to the Union at the time of posting.
3. A position to which a teacher is returning from a leave of absence of two years or less in duration is not a vacancy.
4. Vacancies for positions of Department Head/Team Leader are required only to be posted in the school which has the vacancy.
5. Advertising outside the district may coincide with, but not precede, the internal postings.
6. During July and August vacancies shall be posted on the school district website under the staff portal.



7. Every posting shall contain the following information:
  - a. identification of the position to be filled, i.e., subject area(s), grade level(s) and work location(s), full-time or specified part-time, and any other salient descriptive information;
  - b. start date, and if applicable, end date;
  - c. required qualifications, which shall be reasonable, bona fide requirements for the position.
8. A position that becomes vacant as a result of a teacher resigning or retiring from the employment of the district during the school year, can be posted as either continuing or term with mutual written consent of the union and district.

## **Article E. 22: Filling Vacant Positions**

1. The Board and the Union agree that fair posting and filling practices are desirable and part of a harmonious employment relationship.
2. Vacancies other than those of special responsibility shall be filled in the following priority provided that the teacher has the necessary qualifications as defined in Article C.22 Layoff, Displacement and Severance, to perform the duties of the vacant position.  
Priority placement shall be given to:
  - a. continuing appointees transferred pursuant to Article C.21.1.a Transfer and Surpluses Initiated by The Board and Article C.21.1.b; and
  - b. teachers requesting transfer pursuant to Article C.26 Dismissal Based On Performance, Article E.28 Anti-Racism, Article E.2 Harassment/Sexual Harassment, and Article E.29 Falsely Accused Employee.
3. In the groups defined below in Articles E.22.3.a, E.22.3.b, E.22.3.c, E.22.3.d, E.22.3.e, E.22.3.f, E.22.3.g when the necessary qualifications and other skills related to the position of two or more teachers are relatively equal, the position shall be offered to the applicant with the greater/greatest seniority.
  - a. teachers returning from a leave of absence of longer than two years; and
  - b. continuing appointees surplusd pursuant to Article C.21.1.e; and
  - c. teachers laid off pursuant to Article C.22.3.e; and
  - d. continuing appointment teachers and teachers granted continuing contracts as per C 23.3 who apply for a posted position; and
  - e. part-time continuing appointment teachers who apply for a posted position which would increase the time of their appointment; ,and
  - f. teachers with at least three months aggregate service on term contracts pursuant to Article C.23 Term Contracts who apply for a posted position and who have not received a less than satisfactory report. and
  - g. teachers who have received:
    - i. term contracts of less than three (3) months duration or

- ii. Teachers-Teaching- on- Call, who have accrued a minimum of fifty (50) days service in the previous twelve (12) months including at least two (2) periods of six (6) days each that are continuous in the same assignment.
4. Application status is updated on the school district website in the list labeled “Postings Filled and Cancelled”.
5. If after August 15th, or during the school year, a continuing position is filled by an applicant who is currently employed in a position within the district, or on a leave of absence from the district, the successful applicant shall fill the position at the beginning of the next school year. For the intervening period, the position may be filled by a teacher on a term appointment.
6. During the hiring process the following timelines will be respected by all parties:
  - a. The Administrative Officer upon review of the posting application list will initiate contact starting with the individual with the most seniority.
  - b. The Administrative Officer will initiate contact through the personal contact information the district has on file.
  - c. If direct contact is not made immediately, messages will be left for the individual.
  - d. A candidate has 48 hours to respond to a message left by the Administrative Officer. This time frame excludes weekends and statutory holidays.
7. When the Board offers the posting to the successful candidate, the candidate must confirm their acceptance or refusal of this position within 48 hours of the offer being made.

#### **Article E. 23: Assignment In School**

1. The following provisions shall apply to changes in assignment(s) including changes made during the year-end staffing process.
2. Alterations in a teacher’s assignment shall be made only within the teacher’s teaching position and in accordance with the teacher’s appointment.
3. Alterations of assignment within a teaching position are not posted.
4. Assignment within a school shall take into consideration academic and technical qualifications, training, experience, [Removed by Legislation / Intentionally Left Blank], number of teaching locations, number of preparations, personal preference of the teacher and the educational and time tabling needs of the school.
5. Notwithstanding Article E.24.2, where declining grade and/or course enrollments necessitate assignment changes that would result in a reduction of a teacher’s appointment, the teacher shall be offered any additional available assignments in the school, provided the teacher has the necessary qualifications. Such changes in assignment need not be posted.
6. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable, staff assignments for the next school year and the teaching positions required in the school.

# TEACHER STAFFING PROCESS

**April 30, 2022**

Surplus staff identified at each school/work location as per Article C.21 of the Board/BCP-SEA - LTA Collective Agreement. Vacancies identified at each school/work site.

**May 2, 2022 @3:00PM**

Information meeting for all surplus teachers - Teams meeting (HR to send invitation)

**May & June 2022**

Posted vacancies close as per Article E.21 of the Board/BCPSEA - LTA Collective Agreement.

**May & June 2022**

Vacancies other than those of special responsibility shall be filled in accordance with Article E.22 provided the teacher has the necessary qualifications and skills related to perform the duties of the vacant position.

**May 31, 2022**

Retirement letters from teachers due if they wish to receive their first pension cheque in July.

**May - June 2022**

If layoffs are required, laid off teachers are given layoff notice as per Article C.22 of the Board/BCPSEA - LTA Collective Agreement with copies to the LTA (and a letter to the Minister of Labour if more than 50 layoffs at a single location in one site). Layoffs prior to May 31, 2022 are effective June 30, 2022. Layoffs after June 30, 2022 are effective 45 working days into the 22/23 school year.

**August 15, 2022 @3:30PM**

Last day for placement for September school start if vacating other work.

**August 16, 2022**

Posted vacancies recommence and continue on until all vacancies are filled.

# **IMPORTANT NOTICE**

# **TEACHER VACANCIES**

- *Rounds 1 to 8 commence May 3, 2022 and the last stage closes on June 28, 2022.*
- *Postings for September 2022 recommence August 16 on Tuesdays*
- *All postings are open to all internal teacher applicants. Teachers with continuing full-time contracts are not eligible for term postings unless the teacher has been declared surplus.*
- *Postings are accessible online ([www.sd35.bc.ca/staff/teachers/](http://www.sd35.bc.ca/staff/teachers/)) and a copy of the list of postings is faxed to each office.*

### **Stages of Postings for September 2022:**

<b>Round</b>	<b>OPENS Tuesday</b>	<b>CLOSES Tuesday</b>	<b>Round</b>	<b>OPENS Tuesday</b>	<b>CLOSES Tuesday</b>
<b>1</b>	Tues, May 3	Tues, May 10	<b>5</b>	Tues, May 31	Tues, June 7
<b>2</b>	Tues, May 10	Tues, May 17	<b>6</b>	Tues, June 7	Tues, June 14
<b>3</b>	Tues, May 17	Tues, May 24	<b>7</b>	Tues, June 14	Tues, June 21
<b>4</b>	Tues, May 24	Tues, May 31	<b>8</b>	Tues, June 21	Tues, June 28

*For all employment opportunities currently posted, view online in the Staff Administration system, on the Staff Bulletin Board at your school, and/or visit our website at: <http://www.sd35.bc.ca>.*

#### **Article G.33: Long Term Personal Leaves**

#### **Article C.24: Part time Assignment**

Applications for 2022-2023 are due by March 31, 2022

#### **Article C.25: Job Sharing**

Applications for 2022-2023 are due by April 30, 2022

Please note that applications received after the deadline are not automatically approved but are reviewed on a case-by-case basis.

– Flowchart for Teacher Surplus and Layoff Process – 2022-2023

Please Note: The following flowchart was developed jointly between the District and the LTA to reflect the relevant information from the local collective agreement to be clear on the practice and process for teacher surplus and layoff.

