

Post and Fill in School District No. 46

These are guidelines and do not replace any articles in the collective agreement. The purpose of these guidelines is for clarification of the posting and filling procedures for use by the S.C.T.A. and S.D. 46 and is a living document subject to change by mutual agreement.

PHASE 1: PREPARATION	1. March 31st	<ul style="list-style-type: none"> ▪ Leave request deadline. <p>(Note: Leave requests for teachers who fall under the surplus line cannot be approved until after the Teacher Placement Meeting.)</p>
	2. School staffing plans developed	<ul style="list-style-type: none"> ▪ Principals place existing staff according to seniority and qualifications. ▪ Vacancies identified after principal has placed all existing staff. ▪ Surplus teachers identified and informed of their status.
	3. District placements complete	<ul style="list-style-type: none"> ▪ Board Initiated Transfers (as per Article E.25). ▪ Returning administrators placed (as per School Act, Section 21).
PHASE 2: MOVEMENT	4. Updated seniority list distributed	<ul style="list-style-type: none"> ▪ Seniority list updated to reflect anticipated staffing (includes leaves, retirements) as of July 1st (the new school year). ▪ Surplus line drawn: at or below this line all teachers are surplus or may become surplus pending placements. ▪ Seniority list sent to all affected teachers with notification of the Teacher Placement process. ▪ Teachers unsure of their qualifications should make an appointment with the Human Resources Department by the end of the first full week of April to verify the documents on file and their status. ▪ Qualifications and experience will be determined based on the information actually in the teacher's file on the teacher placement day. ▪ Details of the positions below the line will be placed in the <i>Teacher Placement Process</i> folder on FirstClass.
	5. Single day teacher placement process	<ul style="list-style-type: none"> ▪ Teachers will be notified by letter of the date and time range they must be available to be contacted by phone. ▪ All teachers who hold a position at or below the line must be accessible by telephone. ▪ Teachers unable to be available to receive a phone call shall appoint, in writing, the president or designate to act as proxy. ▪ Selection of positions will begin with the most senior teacher and proceed to the most junior. ▪ The senior teacher (who is surplus) will be able to select any position below them for which they are qualified.

		<ul style="list-style-type: none"> ▪ A teacher may choose not to exercise their seniority rights to take a position at this time. Should they make this choice, they will not be able to displace another teacher with less seniority after this date. ▪ Should a teacher have to reduce their contract because only reduced positions remain, the teacher will be placed on the TTOC list upon request. ▪ A teacher may apply to combine the FTE's of two or more positions into one position as long as this is workable. ▪ The new position selected will replace the one previously held and a new contract will be issued. ▪ Assignments cannot be split. ▪ A teacher may not hold more than a 1.0 FTE. ▪ A teacher must work for 2 years in the posted position prior to requesting a part-time leave from it. This will not apply to medical or parenthood leaves.
	6. Regular Post & Fill process begins with three day postings	
	7. By May 31st applications must be received for teacher-initiated internal exchanges	<ul style="list-style-type: none"> ▪ Teachers may request an exchange with a teacher at another school as long as they are qualified for the job. ▪ This exchange shall be a commitment for one year. ▪ At the end of the year the teachers will return to their original positions. ▪ Teachers may apply to the superintendent or designate to make the switch permanent. This decision will be made after consulting with the teachers, the principals and the union president.
	8.a. By May 31 st teachers without a position given notice of layoff to be effective July 1st	<ul style="list-style-type: none"> ▪ Recall is through the regular Post & Fill Process as follows: <ul style="list-style-type: none"> - Positions awarded on the basis of seniority, provided the teacher has the necessary qualifications. (E22.3) - Prior to awarding a position to a TTOC or temporary teacher, surplus teachers will be offered any positions they are qualified and senior for. (Article C.20.3)
	8.b. For the 2013/14 school year - after notice of layoff but prior to June 30th - Communication Meeting	<ul style="list-style-type: none"> ▪ A teacher may elect to meet with the Human Resources Manager, Director of Instruction or designate, and the SCTA President in regards to their minimum FTE and subject/grade level/location.
	9.a. Post & Fill Continues	<ul style="list-style-type: none"> ▪ Three day Post and Fill stops after the first week of July and resumes the 3rd week of August.

	<p>9.b By June 30th Teacher Expression of Interest Forms Should be Received</p>	<ul style="list-style-type: none"> ▪ For the 2016/17 school year, teachers (continuing, temporary and teachers-on-call) who wish to increase their FTE or obtain a part-time assignment must complete and submit a Teacher Expression of Interest form (see Attachment #1) by June 30th (to the HR department). ▪ Subsequent openings arising from the post and fill process after September 1st will be back-filled using the information on these forms.
<p>PHASE 3: SURPLUS</p>	<p>10.a. July 1st layoffs take effect</p>	<ul style="list-style-type: none"> ▪ Teachers without positions now on layoff. They may choose: <ul style="list-style-type: none"> - Recall (Article C.20.3) - Retraining (Article C.21) - Severance (Article C.20.7) & Termination
	<p>10.b. Recall</p>	<ul style="list-style-type: none"> ▪ Recall is through the regular Post & Fill Process as follows: <ul style="list-style-type: none"> - Positions awarded according to seniority, qualifications and necessary experience. (Article E.22.3) - Prior to awarding a position to a TTOC or temporary teacher, surplus teachers will be offered any positions they are qualified and senior for. (Article C.20.3). - The teacher's right to recall under Article C.20.3.b is lost if the teacher elects to receive severance pay or if the teacher refuses to accept two (2) assignments* for which he/she has the necessary qualifications. <p><i>*For the 2016/17 school year: prior to offering an assignment, due consideration will be given to the teacher's requests regarding minimum FTE and subject/grade level/location.</i></p> <p><i>see over ...</i></p>

PHASE 4: POST & FILL RESUMES	11.a. Three day Post & Fill continues until September 30 th	
	11.b. Process for filling positions after September 1 st	<ul style="list-style-type: none"> ▪ All postings after September 1st will be term-certain only and open to all teachers. ▪ After the initial posting is filled, any resulting vacancy will be back-filled using the Teacher Expression of Interest forms based on seniority and qualifications. ▪ There may be situations where a teacher is not awarded a posting due to the inability to backfill their current position or because there is no gain in FTE. ▪ The date a teacher assumes an awarded position will be determined after considering all aspects of the situation and may be deferred until a natural break in the school year, as per Article E.22.3.e.
	12. Five day post & fill resumes October 1 st	

ADDITIONAL GUIDELINES

PHASE 1: PREPARATION

Positions and Assignments

1. Except as otherwise provided in this memorandum alterations in the teacher's assignment shall be made only within his/her teaching position.

List of teaching positions/assignments:

Positions		Assignments		
Primary (K-3)	Fine Arts	Music, Drama Grade 1, Grade 4, etc.		
Early Intermediate (4-7)				
Primary/Early Intermediate (K-7)				
Late Intermediate (8-10)	Humanities	English, Socials, French, German, etc.		
Graduate (11 & 12)	Sciences	Math, Science, Biology, Physics, etc.		
Late Intermediate/Graduate (8-12)			Fine Arts	Music, Drama, Visual Arts, Theatre
			Practical Arts	Home Ec, P.E., Woodwork, Mechanics, etc.
Teacher-Librarian				
Special Needs		Hearing Impaired, Visually Impaired, Special Education, ESL, Learning Assistance, etc.		
Counsellor				

Qualifications

2. Article C.20.1.a provides the following definition of necessary qualifications:

In this agreement, necessary qualifications as they apply to a teaching assignment means a reasonable expectation that the teacher will be able to perform the duties of the assignment based on all of the following: evidence of the successful application of instructional and professional skills; level of certification; relevant pre- and in-service training and/or education; relevant teaching and/or work experience.

3. In order to be able to teach at a particular grade level or in a particular subject area, teachers must have appropriate academic training. The Board determines these qualifications using resources such as the Academic Requirements for UBC (<http://teach.educ.ubc.ca/bachelor/secondary/english/subjects.html>).

Assignment Development

4. Staff plans are developed by the principal and true vacancies are identified after existing staff have been placed on the basis of seniority and necessary qualifications.
5. Any additional teaching positions created will be posted and filled in accordance with the provisions of Articles E.22 and E.23.
6. Alterations of assignment within a teaching position are not posted.
7. A teacher's assignment shall be based on the professional training, teaching experience, equitable distribution of workload, district seniority and personal preference of the teacher (Article E.26).
8. Where alterations to an assignment are made, they shall be made in such a way that teachers within a school retain their positions within that school in accordance with their appointment.

Surplus in a Position in the School

9. Where declining grade and/or course enrolments necessitate assignment changes that would result in a reduction of a teacher's appointment, the teacher shall be offered additional assignments outside of his/her position, and that change in position need not be posted. The teacher who is offered a change in position shall be the least senior teacher in that department or grade level.
10. Where declining grade and/or course enrolments would result in a teacher being declared surplus to a school, a teacher shall be offered, wherever possible, another position within the school and that change of position need not be posted. The teacher who is offered a change in position shall be the least senior teacher in that department or grade level.
11. If a proposed assignment change involves an increase in appointment, only the increase constitutes a vacancy subject to Article E.22.

Surplus in a School

12.
 - a) In the event that there is no other position available in the school that the teacher is qualified to fill, the teacher will be declared surplus to the school.
 - b) The teacher who is declared surplus pursuant to this Article shall be the teacher in that school who has the least seniority, provided that the teachers retained on the active teaching staff of the school possess the necessary qualifications for the positions available.
13. The principal will verbally advise any teacher in jeopardy of being surplus.

PHASE 2 & 4: POST AND FILL

Awarding Postings

14. If a teacher who has a part-time continuing contract:
 - a) is awarded a term certain posting, a supplemental temporary contract will be issued for the specified term
 - b) is awarded a posting that is not term certain, a replacement continuing contract will be issued to include the additional amount.

15. If a teacher with a continuing contract:
 - a) is awarded a term-certain position that is less than their F.T.E., they will automatically be designated on leave from the remainder of their original appointment for the duration of the term-certain position.
 - b) is awarded a position that is less than their F.T.E., and the position is not term-certain, they will be awarded a replacement contract for the new F.T.E. The Human Resources Department will notify the president of the S.C.T.A. before a contract is issued. The union will ensure the teacher is aware of the implications of accepting a reduction in their contract.

16. A teacher who has a continuing appointment and is awarded a term-certain posting will:
 - a) work in the term-certain for the year and return to their regular assignment in the new school year. If the term-certain posting is tied to a teacher who may return during the year (medical, etc.) and the absent teacher does return, the continuing teacher will be placed on leave of absence for the balance of the year and return to their regular assignment in the new school year. The teacher may also choose to be placed on the TTOC List.
 - b) have his/her position posted as term-certain in their home school.

17. If a teacher applies for a position in another school that is not term certain, his/her transfer will be permanent.

18. Term-Certain continuing teachers who work less than full-time will be awarded a continuing contract for the F.T.E. to which they are actually assigned.

19. Temporary contracts will be rolled over to continuing as per Article C.23 of the working document.

Leaves and Deferrals

20. Normally, deferrals of positions will only be granted after August 15th each year.

21. A teacher who has a continuing appointment and is awarded a new term-certain posting and is granted permission to defer the continuing position for a year, must take the continuing position the following year; it will not be held for them more than one year unless the deferral is due to maternity or medical.

22. A teacher must actually work in a posted position for 2 years prior to requesting a part-time leave (G.29) from it.
23. A teacher approaching retirement may apply to the Superintendent or designate for a part-time leave of absence for pre-retirement purposes (Article C.26 or G.29).
24. The Board may limit the approval of personal leaves for a teacher to a maximum of two years in a row and this will not be considered unreasonable.

PHASE 3: LAYOFF AND RECALL

Teachers on Layoff

25. Teachers who have been laid-off are expected to apply for any posted positions they are qualified for.
26. If a posting is not filled by a teacher with seniority, any teachers on layoff will be offered the position prior to awarding it to any applicants with temporary or TTOC status, even if they did not apply for the position. This offering will be as per Article C.20.3. The teacher must advise the Human Resources Manager or designate in writing of their decision to accept or decline the position within two (2) working days of receiving the offer. If the teacher declines the offer, a second position, if available, will be offered. If the teacher again declines the offer, their right to recall (and seniority) is lost, as per Article C.20.3.b.

OTHER INFORMATION

Teacher-on-call List

27. Teachers are placed on the Temporary Teacher-on-Call list in the following groupings and are called out in this order:

Group	Description	Details
A List	Teachers who have priority call-out due to situations such as medical accommodation	
B List	Teachers with valid BCCT teaching certificates	Must be available at least 3 days a week
C List	Teachers with BCCT certification pending and teachers who have retired	Can be available less than 3 days a week
D List	Teachers who do not hold a valid BC teaching certificate	

28. Dispatch will always try to maintain continuity in the classrooms by calling the TTOC who replaced the teacher the previous day.

This document describes a process and guidelines to facilitate the post and fill process in School District No. 46. These guidelines are for use by the Sunshine Coast Teachers' Association and School District No. 46 and do not replace any article in the working document. This is a living document subject to change by mutual agreement and will be reviewed in one year.

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Sunshine Coast Teachers' Association

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School District No. 46 (Sunshine Coast)

Dated: _____

COLLECTIVE AGREEMENT LANGUAGE

Article C.2: Seniority

1. Except as provided in this article, “seniority” means an employee’s aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Temporary-Teacher-on-Call
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
 - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.

LOCAL PROVISIONS

Note: Refer to Appendix "A"

7. Principle of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles employees covered by this agreement to commensurate increase in security of employment. Where the Board finds it necessary to lay off a teacher for reasons other than those specified in Section 110 of the School Act, such layoff shall be in accordance with the provisions of this article. The application of this article is to the district as a whole.

8. Definition of Seniority

- a. In this agreement, seniority means a continuing employee's aggregate length of service in the employment of the Board, inclusive of service under temporary and/or part-time appointment. For purposes of calculating length of service, part-time teaching shall not be prorated.
- b. In addition to the provisions of C.2.8.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher-on-call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. For the purpose of establishing seniority, Board approved leaves of absence or secondment up to and including three (3) years shall count towards aggregate lengths of service.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a and b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority. Continuous employment includes leaves of absence.
- e. When seniority of two (2) or more employees is equal pursuant to Article C.2.8.d, the employee having served the school district as a teacher-on-call prior to having received a contract shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.e, the employee with the greatest aggregate length of service with another school

authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

- g. When the seniority of two (2) or more employees is equal after considering Articles C.2.8.a through C.2.8.f, the employee with the earliest date of acceptance of an offer of employment with the Board, as recorded on the teacher's personnel file kept by the Board, shall be deemed to have the greatest seniority.
- h.
 - i. For the purposes of this agreement, continuity of service shall be deemed not to have been broken by resignation followed by re-engagement within a period of three (3) years, or by layoff and recall pursuant to this article provided, however, that time spent on the recall list does not itself count to the length of that continuous service.
 - ii. For the purposes of Article C.2.8.h above, seniority that was ported from SD No. 46 to another school district pursuant to Article C.2.2 shall not be recognized, unless such seniority is subsequently ported back to SD No. 46 pursuant to Article C.2.2

9. Seniority List

The Board shall, by October 15th each year, forward to the Association a list of all teachers on continuing appointment employed by the Board in order of seniority, calculated according to Article C.2.8 setting out the length of seniority as of September 1st of that year. Any errors in the list must be brought to the attention of the Superintendent of Schools on or before November 15th.

Article C.20: Layoff, Recall and Severance Pay

1. Definition of Necessary Qualifications

- a. In this agreement, necessary qualifications as they apply to a teaching assignment means a reasonable expectation that the teacher will be able to perform the duties of the assignment based on all of the following: evidence of the successful application of instructional and professional skills; level of certification; relevant pre- and in-service training and/or education; relevant teaching and/or work experience.
- b. Concerns shall be resolved quickly and corrective measures taken within ten (10) working days. In the event that an acceptable solution has not been found within this time frame, the teacher or the Association may initiate a grievance at Step 3 (Joint Grievance Committee) of the grievance procedure.

2. Security of Employment

- a. When for educational, budgetary or other valid reasons the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment 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 assignments available.

- b. Nothing in Article C.20.2.a shall be taken to require the Board to transfer a teacher for the purpose of retaining on staff a teacher with less seniority than that teacher.
- c. The Board shall give each teacher it intends to lay off pursuant to this article a minimum of thirty (30) calendar days' notice in writing, such notice to be effective at the end of the school term, or, where applicable, school semester, and to contain a reason for the layoff. Information on assignments held by less senior teachers shall be available to teachers in receipt of layoff notices, and to the Association, through the Office of the Superintendent of Schools.

3. Rights of Recall/Reinstatement

- a. When an assignment on a teaching staff of the district becomes available, the Board shall, notwithstanding any other provisions of this Article except C.20.3.b, first offer recall to the teacher who has held a continuing contract at the time of layoff and who has the most seniority amongst those laid off pursuant to this Article, provided that the teacher possesses the necessary qualifications, as defined in Article C.20.1, for the available assignment. If the teacher declines the offer, the assignment shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the assignment is filled, or the recall list has been fully exhausted. All assignments shall be offered in this manner while there are teachers who have been laid off pursuant to this article. A teacher who is offered recall pursuant to this paragraph shall inform the Board whether or not the offer is accepted within seven (7) calendar days of the date of registered mailing of such offer. The Board shall allow ten (10) days from the acceptance of an offer under this paragraph for the teacher to report for duty, provided that when the teacher is required to give a longer period of notice to another employer such longer period shall be allowed but not to exceed thirty (30) days.
- b. The teacher's right to recall under this article is lost:
 - i. if the teacher elects to receive severance pay under Article C.20.7;
 - ii. if the teacher refuses to accept two (2) assignments for which he/she has the necessary qualifications;
 - iii. if three (3) years elapse from the date of layoff under this article and the teacher has not been recalled.
- c. A teacher on the recall list is responsible for keeping the Office of the Superintendent of Schools informed of changes of name, address and phone number, and of any pertinent increase in certification, qualifications, training and experience.
- d. A teacher on the recall list who is re-engaged shall receive a continuing contract.

4. Recall List

The Board shall maintain and forward to the Association, by October 15th and February 15th each year, a current list of teachers laid off under this Article in order of seniority as of September 1st. The list shall indicate the date that the teacher's name was placed on the list.

5. Sick Leave

A teacher re-engaged pursuant to this article shall be entitled to all sick leave credits accumulated at the date of layoff.

6. Benefits

A teacher who retains his/her right to recall pursuant to Article C.20.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board.

7. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, save and except a teacher who is laid off or dismissed pursuant to Section 15 of the School Act, shall receive severance pay.
- b. Severance pay shall be calculated as follows:
 - i. The full-time equivalent service with the Board shall be calculated.
 - ii. That number shall be multiplied by five percent (5%) of the current fulltime salary rate of the teacher to yield the amount of severance pay, provided that the maximum amount of severance pay shall not exceed two (2) years' full-time salary.
- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.20.3.b, is subsequently rehired by the Board shall retain any payments made under the terms of the Article and, in such case, for purposes only of Article C.20.7.b the calculation of years of service shall commence with the date of such rehiring.

Article C.4: Retraining (L)

1. Teachers' Right to Retraining

- a. A teacher who receives notice of layoff under Article C.2, and who would otherwise have retained a position except for the lack of necessary qualifications, shall be entitled to receive a leave of absence for the purpose of retraining to qualify for another position

with the Board, as approved by the Superintendent. In the event that the teacher elects to take leave of absence for such purpose pursuant to this article, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.

- b. The teacher shall be entitled to a leave of absence for a term of one (1) year or less at the teacher's option. An extension of the leave, with or without pay, may be arranged by mutual agreement between the teacher and the Board.
 - c. The Board shall pay to the teacher twenty-five per cent (25%) of the salary the teacher would have received in the year in which the leave is taken, provided that such amount, taken together with any amounts that may be available from other sources for such retraining, shall not exceed one hundred per cent (100%) of the salary the teacher would have received.
 - d. At the commencement of the school term next following the completion of the leave pursuant to this article, the teacher shall be entitled to be assigned to a position which is vacant and for which he/she possesses the necessary qualifications, or to a position in which the incumbent has the least seniority in the district. In such event the layoff notice shall be rescinded.
 - e. In the event that the operation of Article C.21.1.d results in a notice of layoff being issued to the incumbent, such incumbent is entitled to all rights pursuant to this article.
2. Full-time teachers granted leave under this Section shall undertake to return and to stay in the service of the Board for a period of not less than the full-time equivalent of two (2) school years. Part-time teachers granted leave under this Section shall undertake to return and to stay in the service of the Board for a period of not less than the part-time equivalent of two (2) school years. Should a teacher not successfully complete retraining or return to the employ of the district following retraining, he/she shall have the option of recall/reinstatement or of receiving severance pay pursuant to Article C.27. If the teacher elects severance pay, he/she shall be responsible for refunding in whole or in part the funds received while on leave.
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Article E.22: Posting and Filling Vacant Positions

1. Definitions (L)

a. Appointment

An appointment is the full-time or specified part-time employment by a school district of a teacher on a continuing, temporary or on-call basis.

b. Position

A teaching position shall be the full-time or specified part-time work at a designated school(s) or work location(s); for example, primary, intermediate, senior science, etc.

c. Assignment

An assignment is the specific work undertaken by a teacher within a given teaching position.

d. Term Certain

A term certain position is a position with a fixed start and a fixed or anticipated ending date.

e. Vacancy

Vacancy means a newly created position or an existing position vacated by the incumbent.

2. Posting Vacant Positions (L)

a. All teachers in the district may apply for all vacancies.

b. All vacancies of thirty (30) working days' duration or longer shall be posted on bulletin boards in all schools and centers of the school district as soon as they become known, for a period of five (5) working days. Copies of all postings shall be forwarded to the Association at least one (1) day in advance.

c. In the case of an extension of a teacher's maternity or medical leave of absence, the temporary appointment of the incumbent replacing the teacher on leave may be extended without reposting.

d. If at the end of the posting period no qualified internal applicant has applied, vacancies may be advertised outside the district.

e. Notwithstanding E.22.2.d, where it is reasonably held that there is no qualified internal

applicant, vacancies may be advertised outside the district at the same time as they are posted internally.

- f. During July and August, vacancies shall be posted at the Board Office with a copy faxed to the Association.
- g. Every posting shall contain the following information:
 - i. identification of the teaching position and current assignment to be filled;
 - ii. start date and, if applicable, end date;
 - iii. required qualifications, which shall be reasonable, bona fide requirements for the position.
- h. An offer of an appointment shall be confirmed in writing and shall include the nature and location of the position.
- i. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

3. Filling Vacant Positions (L)

- a. If one or more continuing contract teachers apply for a vacant position or positions, other than positions of special responsibility, the Board shall fill the vacancy on the basis of seniority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position as defined in Article C.20.1.
- b. In the event a position is not filled internally by a continuing contract teacher and prior to filling by an outside applicant, consideration will be given to other internal applicants.
- c. Positions shall be filled within five (5) working days at the end of the posting period, provided there are qualified internal applicants.
- d. In filling any position, qualifications shall be those stated in the posting.
- e. Successful applicants may, with the approval of the Superintendent, fill the position either immediately, or at the conclusion of the next natural break in the school year, or at the beginning of the next school year. Such approval shall not unreasonably be denied. In the event that the assumption of the position is deferred until the next natural break or school year, the position shall be reposted and filled on a term-certain basis. If the intervening period is less than thirty (30) days, the position may be filled without reposting. For the purpose of this article, “next natural break” means the winter, or term, or semester break.

- f. The name of the successful applicant shall be forwarded to the Association President within three (3) working days of the position being filled.
- g. Concerns shall be resolved quickly and corrective measures taken within ten (10) working days. In the event that an acceptable solution has not been found within this time frame, the teacher or the Association may initiate a grievance at Step 3 of the grievance procedure.

Article E.23: Offer of Appointment to the District (L)

1. A successful applicant shall be entitled to rely on a representation of the Superintendent or designate that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
2. The Board shall confirm such offers of appointment in writing within forty-eight (48) hours.
3. An offer of appointment to the district shall be deemed to have been accepted when written acceptance has been received by the Board.

Article E.24: Transfers (L)

Teacher initiated transfers are effected through the posting process.

Article E.25: Board Initiated Transfers (L)

1. Transfers will not be initiated for arbitrary or capricious reasons and shall be in consideration of the teacher's expertise and ability to teach in the new position.
2. The official intending to recommend the transfer of a teacher shall meet with the teacher 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. The teacher may be accompanied by a representative of the Association at such a meeting. The teacher shall have the right to consider the matter and reply before the recommendation is approved by the Board.
3. Notifications of transfers will normally be made in writing three (3) months before the effective date of the transfer.
4. In the event that the transfer is for reasons of projected enrolment decline and/or budgetary considerations, and the projections do not materialize, the teacher shall have the opportunity of returning to the position held.
5. In the event that such a transfer is to a school more than 50 kms from the teacher's existing position, and the teacher relocates his/her residence to that community, the Board shall reimburse the teacher the sum of one thousand dollars (\$1,000) to compensate for the cost of moving.

6. The Board may transfer a teacher to a position involving a significantly different grade level or significantly different subject area only if:
 - a. there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications;
 - b. the teacher has the least district-wide seniority among teachers in his/her existing grade level or subject area.
7. In the case of a transfer referred to in Article E.25.6, appropriate in-service will be provided.