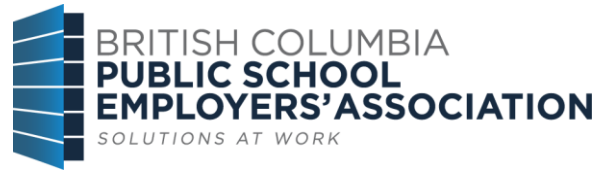


<b>BCPSEA Proposal E 66</b>
Date: _____ Time: _____



**BCPSEA provides the following package as an offer for settlement of a July 1, 2011 – June 30, 2013 Collective Agreement. The package contains the following items for consideration:**

1. Posting and Filling, Employee Assignment and Transfer
2. Layoff / Recall
3. Performance Review Program, Professional Growth Plans and Mentorship
4. Hours of Work
  - Incl. Preparation Time
5. Harmonization of Benefits
6. Sick Leave
7. Pregnancy/Parental Leave
8. Grievance Procedure
9. Alternate School Calendar
10. Letter of Understanding No. 1 Designation of Provincial and Local Matters
11. Term, Continuation and Renegotiation
12. Committee Membership
13. Letter of Understanding No. 7 Provincial Collective Agreement Housekeeping and Interfacing/Melding Committee
14. Letter of Understanding No. 8 Updating the Provincial Collective Agreement Mid-Contract Modification Process
15. Items previously agreed to
16. All other matters are considered withdrawn.

The parties agree to appoint Irene Holden to assist them with the effective implementation of items 1-8 and to facilitate a productive working relationship between the parties. In the event that the parties fail to reach agreement regarding the implementation of items 1-8, the parties agree that Irene Holden will provide a final and binding resolution.

## POSTING AND FILLING, EMPLOYEE ASSIGNMENT AND TRANSFER

### 1. Appointments

- a. A vacant position is a continuing position which the Board intends to fill through the annual staffing process.
- b. Postings for vacant positions shall be made available in a manner that makes them accessible to the union and employees. Postings shall include descriptions of the position and other information the employer deems relevant.
- c. Vacant positions shall be filled in the following priority:
  - i. continuing contract employees,
  - ii. employees with re-employment rights,
  - iii. other employees and outside candidates.
- d. In the filling the vacant positions, appointments shall be made based on assessment of the following four (4) factors:
  - i. employee experiences related to the position,
  - ii. performance,
  - iii. qualifications,
  - iv. suitability to the position and school as determined by the principal or designate.

In the event of a tie, seniority shall be the determining factor.

- e. Interim positions are positions that become available during the school year or positions that are temporary in nature. All interim positions may be reallocated or filled directly by the employer without posting.
- f. The employer shall also consider the four (4) factors listed in 1.d when filling interim positions.

## 2. **Assignments**

- a. In timetabling and preparing employee assignments, the employer shall consider:
  - i. the needs of students,
  - ii. district and school initiatives,
  - iii. the number of course preparations,
  - iv. school staff qualifications, suitability, and experience
  - v. employee preferences
  - vi. the number of classroom locations.
- b. There shall be a group consultation session between the principal or designate and the teachers at the school prior to implementation of each year's individual employee assignments and site timetable/schedule.
- c. If a change in assignment after the final assignments are announced is necessary, the principal or designate shall reasonably attempt to consult with the employee prior to this change. In any case, the employee shall be notified as soon as the change is known.

## 3. **Employer-Initiated Transfers**

- a. When the employer transfers a surplus employee for reasons of school or program enrolment decline, the employer shall consider experience, performance, qualifications, suitability to the position and school, and seniority.
- b. The employer may also transfer an employee from a school or program for educational, financial or other administrative reasons by providing notice to the employee one calendar month before the end of the current school year. In extenuating circumstances, the employer may transfer an employee during the school year with fourteen (14) calendar days notice.
- c. An employee transferred under this Article shall be informed of the nature of the transfer and the reasons for it.
- d. Where a transfer occurs during the school year, and where the assignment is different than the current assignment, the employer shall consult with the employee to determine the support and release time required to facilitate the relocation.

4. **Employee-Initiated Transfers**

- a. The employer and the local endorse the concept of voluntary employee transfers to facilitate professional growth. The employer shall attempt to accommodate such transfer requests.
- b. Employees may apply for a transfer in writing to the District in accordance with district practices. The employer shall provide advance general notification of the date.
- c. Transfers initiated by an employee shall be completed no later than fourteen (14) calendar days prior to the end of the school year.
- d. If the request for transfer is fulfilled, the employee shall be notified.

5. **Posting and Filling, Employee Assignment and Transfer Dispute Resolution Procedure**

All posting, filling, employee assignment and transfer disputes shall be submitted to this procedure for resolution and are not subject to Article A.6 Grievance Procedure. Where a dispute arises from the application of this article, it shall be submitted to the following dispute resolution procedure:

- a. Within ten (10) working days of a posting, filling, employee assignment and transfer decision, the local parties shall meet to resolve the dispute.
- b. Where the parties are unable to resolve the dispute, within five (5) working days, it shall be referred to Irene Holden, Elaine Doyle or another mutually agreed upon adjudicator for resolution.
- c. The adjudicator shall hear the dispute as soon as is reasonably possible and shall render a final and binding decision within ten (10) calendar days of the hearing. No written reasons for the decision shall be provided beyond that which the adjudicator deems appropriate to convey a decision.
- d. All decisions of the adjudicator are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- e. Prior to rendering a decision, subject to the mutual agreement of the parties, the adjudicator may assist the parties in mediating a resolution to the dispute. Any settlement arising out of mediation shall be without prejudice and precedent.
- f. Where mediation fails, a decision shall be rendered as contemplated herein.
- g. Legal counsel shall not be used during the hearing.
- h. Prior to the commencement of the hearing the parties shall attempt to agree on a Statement of Facts.

- i. All presentations to the adjudicator are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities.
- j. It is understood that decisions of the adjudicator are final and there shall not be an appeal of the decision by either party.
- k. The parties shall share equally the costs of fees and expenses of the adjudicator.

*Note: The provisions of this Article supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*

## **LAYOFF AND RECALL**

### **1. Principle of Security**

Where the Board considers that for educational or budgetary reasons it is necessary to layoff employees in the bargaining unit, it shall be done in accordance with the provisions of this agreement.

### **2. Procedures for Reducing Staff Positions**

- a. When a layoff in the number of employees in the bargaining unit is necessary, the employees to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. Necessary qualifications for this article shall be based on the assessment of the following four (4) factors: employee experiences related to the position, performance, qualifications, and suitability to the position and school as determined by the principal or designate. In the event of a tie, seniority shall be the determining factor.
- c. If the layoff of an employee would result in the elimination of a school program or course, then this employee may be exempted from the layoff process.

### **3. Notice of Layoff**

The Board shall notify a continuing employee who is to be laid off a minimum of thirty (30) calendar days' written notice prior to the effective date of the layoff. This notice shall contain the reasons for the layoff and a copy shall be sent to the local.

### **4. Process of Recall**

- a. When a continuing position becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer the position to the employee with recall rights who has the most seniority among those laid off pursuant to this agreement, provided that the employee possesses the necessary qualifications for the available position.
- b. If that employee declines the offer, or does not respond within twenty-four (24) hours of the offer of recall, the position shall be offered to the employee with recall rights with the next greatest seniority and the necessary qualifications for the available position, and the process shall be repeated until the position is filled. All

positions which become available shall be filled in this manner while there are remaining employees with recall rights pursuant to this agreement.

- c. An employee on recall may accept an interim assignment or a teacher on call assignment, without affecting their right to recall whether the offer is accepted or not.

## 5. **Loss of Recall Rights**

An employee's right of recall to employment is lost if:

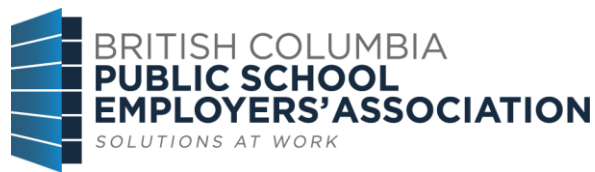
- a. the employee elects to receive severance pay (where applicable);
- b. the employee refuses two (2) recall offers to continuing positions, for which the employee possesses the necessary qualifications, equal to or greater than the percentage of full-time equivalent position held by the employee at the effective date of lay off;
- c. A continuing employee who is laid off shall have the right to recall to a continuing position for eighteen (18) months from the effective date of the layoff. The eighteen (18) months shall be extended by any time spent in an interim position.
- d. the employee accepts continuing employment with another district;
- e. the employee notifies in writing that he/she is no longer available.

*Note: The provisions of this Article supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*



BCPSEA Proposal E 66 c

Date: \_\_\_\_\_ Time: \_\_\_\_\_



## **Performance Review Program, Professional Growth Plans and Mentorship**

1. The Performance Review, Professional Growth and Mentorship Program (“program”) is a program that integrates professional growth and development initiatives and evaluation processes to facilitate professional currency, development and engagement. The purpose of the program is to assist employees to accomplish both personal professional development and organizational goals.

The parties agree to jointly develop the program in accordance with this article and to design the program such that:

- a. Expectations of employees are clear and measurable.
- b. Employees have access to integrated growth and development systems, programs and processes that foster professional currency, development and engagement.
- c. Employees have access to a professional growth program that is the basis for the development of annual individual professional growth plans.
- d. School and district organizational goals and objectives as well as individual employee professional development goals are the foundations of the professional growth program.
- e. Employers have the ability to evaluate employees on a regular basis and to direct individual employee growth plans and continuing development activities.
- f. Employees have access to processes for regular feedback and support including initiatives such as mentorship.
- g. Employee discipline and dismissal is subject to just and reasonable cause.

2. The program developed pursuant to this section shall be developed and implemented by September 1<sup>st</sup>, 2012. The parties will develop a schedule of provisions that are replaced by this program.
3. In the event the parties are unable to reach an agreement on the program by April 30<sup>th</sup>, 2012, the following provisions shall replace any and all Collective Agreement provisions relating to Evaluation, Discipline and Dismissal.
4. The parties will develop a schedule of provisions that are replaced by the following provisions.

## **Performance Review Program, Professional Growth Plans and Mentorship**

### **Performance Review and Assessment**

1. All continuing or temporary, full time or part time employees shall receive a Performance Review and Assessment (“PRA”) at least once every three (3) years.
2. The following criteria, along with the duties and responsibilities of teachers outlined in the School Act and Regulations, shall form the basis for a PRA:
  - a. Seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the students who he/she teaches with the objective of furthering their educational growth.
  - b. Plans with definite purposes and clear objectives; communicates these purposes and objectives to the students; and establishes appropriate procedures for assessing, recording student performance and reporting this performance to parents.
  - c. Works to involve students in experiences and activities designed to develop skills and stimulate thought with due consideration for individual differences.
  - d. Uses instructional techniques that promote questioning, speculation and originality.
  - e. Works at keeping his/her knowledge current and his/her instructional techniques effective.
  - f. Practices classroom management suitable to the growth and development of students.
  - g. As a member of a staff, participates in the development and implementation of the philosophy and practices of the school, and works in cooperative ways with colleagues to promote the welfare of students.
  - h. Incorporates School District and Ministry of Education initiatives into their teaching practices when and where appropriate.
  - i. Fosters a climate of mutual respect between himself/herself and his/her students.
  - j. Cooperates with colleagues and associated personnel in utilizing educational services and resources for the benefit of students.

3. PRA reports may include expectations, directives, and requirements for an employee's continued development.
4. PRA reports shall be retained in an employee's personnel file.
5. The employer may, at its discretion and in consultation with the employee, postpone an employee's PRA.
6. An Individual Growth Plan ("IGP") may be used as an alternative to the PRA process for individual employees at the discretion of the employer. This will satisfy the requirement for the PRA.
7. Subject to just and reasonable cause, an employee may be dismissed for failure to demonstrate competence.

### **Professional Growth Program**

8. The employer, in consultation with the union, shall develop a Professional Growth Program ("PGP"). The PGP will be based on contemporary human resource practices, taking into account the policies and practices of the school district.
  - a. "Professional Growth Program" means a program designed to support and facilitate ongoing employee growth and development through the creation, implementation and ongoing review of annual Individual Growth Plans ("IGP").
  - b. "Individual Growth Plan" means a plan developed by an employee in consultation with a school or district administrator and is related to improvement of instruction, curriculum implementation, more effective teaching practice and effective learning strategies. In developing the IGP, the needs of the school/district, interests of the employee and areas of growth identified by the employer shall be taken into account.
  - c. IGP's are intended to be developmental and evaluative in nature and shall include a feedback process facilitated by a school or district administrator.
9. IGP's may include expectations, directives, and requirements for an employee's continued development.
10. IGP reports shall be retained in an employee's personnel file.

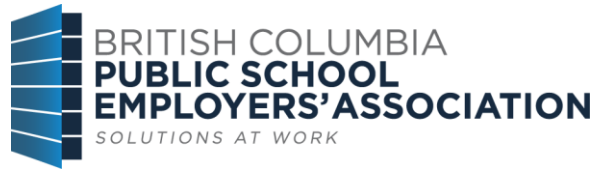
## Professional Mentorship Program

The Professional Mentorship Program (“PMP”) provides a framework for new teachers (mentees) to be matched, according to specific needs and goals, with teaching practice leaders (mentors) for the purpose of enhancing professional currency and development in a meaningful and supportive way. The mentor and mentee have the following roles:

11. The mentor's role is to be a guide, coach and professional learning facilitator. This learning partnership forms the guiding principle of the program. A mentor is an experienced teacher who:
  - a. voluntarily, with the agreement of the employer, agrees to formally support and assist a mentee in his/her instructional assignment and professional growth;
  - b. facilitates the self-directed learning, goals and objective of their mentee by advising, coaching, and providing feedback, guidance, expertise and knowledge. The mentor, while helping the mentee to achieve goals, does not set the goals; and
  - c. ensures the mentee has clear goals established and is motivated to learn such that the mentor/mentee relationship is successful.
12. A mentee is:
  - a. an active partner who receives advice, coaching, assistance and feedback from a designated mentor, resulting in the enhancement of the mentee's professional career, and who
  - b. directs the learning by taking the responsibility for setting priorities and goals and being self-directed.
13. The initiation and duration of the mentoring relationship shall be by agreement of the mentor, mentee and the school or school district administrator leading the program.

*Note: The provisions of this Article supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*

<b>BCPSEA Proposal E 66 d</b>
Date: _____ Time:_____



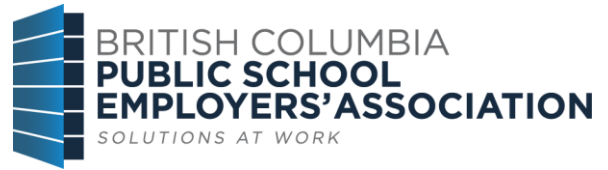
Hours of Work

- Incl. Preparation Time

This proposal is pending determination of appropriate venue for discussion.

**BCPSEA Proposal E 66 e**

Date: \_\_\_\_\_ Time: \_\_\_\_\_



LETTER OF UNDERSTANDING No. x

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Extended Health and Dental Benefits Standardization and Improvements**

1. The parties agree to the implementation of a standardized extended health and dental benefit plan with the same carrier for all school districts (the "Standardized Plan").
2. The plan shall include premiums being shared on a 90% employer paid and 10% employee paid basis.
3. The Standardized Plan must achieve overall cost-neutrality and will include the following features:
  - a. Extended Health reimbursement will be 80% until \$2,000, then 100%; annual deductible will be \$0; lifetime maximum will be unlimited.
  - b. Prescription Drugs per prescription deductible will be \$0; smoking cessation products (lifetime maximum) will be \$200; oral contraceptives will be covered.
  - c. Medical Services and Supplies will be as follows: Medi-Assist - included; Out-of-province emergency medical - covered; ambulance - covered; hospital - semi-private; in-home nursing care - \$10,000 per year; hearing aids - \$400 every 60 months; miscellaneous services and supplies

(subject to reasonable and customary limits as defined by Pacific Blue Cross) - covered; orthopedic shoes - \$300 per year; orthotics \$200 per year.

- d. Vision Care will have a maximum limit of \$250 per 24 months; eye exams will be included in Vision Max.
- e. Paramedical services will provide \$400 per year limits for each of naturopath, chiropractor, massage therapist, physiotherapist, psychologist, speech therapist, acupuncturist and podiatrist/chiropracist.
- f. Dental reimbursement will be 100% for basic services; 60% for major services and 50% for orthodontic services. The annual maximums will be unlimited per year for basic and major services combined; unlimited per year for dental implants as anchors and \$1,500 lifetime for orthodontics.

*Note: The provisions of this Article supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*



### ARTICLE G.3 SICK LEAVE

1. Sick leave means the period of time an employee is permitted to be absent from work due to sickness, unavoidable quarantine, or an injury for which wage loss benefits are not payable under the *Workers' Compensation Act*.
2. **Accrual**
  - a. Full-time continuing employees shall accrue sick leave at the rate of one and one half (1.5) days for each month in which the employee works a minimum of 10 days and salary is paid by the employer to the employee. Employees shall accrue a maximum of fifteen (15) days in any school year.
  - b. Employees on a continuing part-time appointment and employees on a term appointment shall accrue sick leave on a proportionate basis to that of a full-time appointment.
  - c. In addition to the criteria set in Articles G.3.2.a and G.3.2.b, should an employee be at work on a partial leave, the employee shall not accrue sick leave for the portion of their appointment for which they have been granted leave.
  - d. The unused portion of accrued sick leave shall accumulate from year to year to a maximum of 200 days.
  - e. Notwithstanding Article G.3.2.d, employees with accumulated sick leave credits in excess of 200 days as of the date of signing of this Collective Agreement shall retain the accumulated balance to their credit. No further credits shall be earned until the accumulated balance is reduced below 200 days, at which time the accumulation of sick leave shall commence again in accordance to Article G.3.2 but the accumulated balance shall not again exceed 200 days.
3. **Usage**
  - a. Absences for sick leave shall be deducted from accumulated sick leave credits for all days or portion of days the employee was scheduled to work but could not work due to sickness, unavoidable quarantine, or an injury for which wage loss benefits are not payable under the *Workers' Compensation Act*.

- b. No more than one hundred and twenty (120) days of sick leave may be utilized in any one (1) school year. A day includes any day when sick leave is taken for a portion of a day.
  - c. Should an employee receive compensation for SIP/LTD, the employee will remain on SIP/LTD until such time the employee is deemed fit to return to work.
  - d. Subject to the approval of the employer, employees may use sick leave credits for attendance at necessary medical and dental appointments where such appointments cannot be scheduled outside of the school day due to the unavailability of such services and/or the geography of the school district.
4. When requested by the employer, an employee shall produce a doctor's certificate from a qualified medical practitioner in order to substantiate an entitlement to use sick leave credits.
5. If the employer pays or is obliged to pay to an employee an amount of salary:
- a. during a leave of absence where the leave of absence arises out of illness, unavoidable quarantine or injury; or
  - b. during any illness or disability pursuant to the provisions of this Collective Agreement; then

the employer shall have the right to be subrogated to the rights, powers, privileges and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties to the extent of the amount paid or obliged to be paid by the employer to the employee.

6. Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any compensation for lost income recovered from an insurer or court award shall be repaid by the employee to the employer. The employer shall thereupon reinstate the number of days of sick leave credit represented by the repayment.
7. **Partial Sick/Partial Leave**
- a. Notwithstanding any other provisions of this Collective Agreement, where an employee on sick leave produces a medical certificate stating that the employee, while medically unable to work their full appointment is capable of working part of the appointment, the employer may grant partial sick leave to the employee. The employee may also be reassigned or transferred to another position. The decision shall balance the needs of the district with the needs of the employee and shall take into account budgetary considerations, the educational impact on students, the experience and qualifications of the employee, and other factors as appropriate.
  - b. An employee who has returned to part-time work from SIP or LTD shall continue on SIP or LTD for the remaining portion of the employee's FTE appointment.

- c. An employee who returns to employment from SIP or LTD shall revert back to SIP or LTD if the employee is absent from work for the same illness.

*Note: The provisions of this Article supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*

## ARTICLE G.4 PREGNANCY/PARENTAL LEAVE

### 1. Pregnancy Leave

- a. Upon request the employer shall grant a Pregnancy Leave of absence without pay to an employee pursuant to the *Employment Standards Act [ESA]*.
- b. Such leave shall be granted for the periods provided under the *ESA*.
- c. The request for leave shall be given in writing to the employer at least four (4) weeks prior to the expected birth date unless circumstances do not permit such notice.
- d. An employee who wishes to return to work earlier than provided under the *ESA* must request such return in writing at least one (1) calendar month prior to the proposed early return to work date.
- e. If requested by the employer, an employee shall provide a medical practitioner's certificate to confirm:
  - i. the expected or actual birth date; or
  - ii. the date the pregnancy terminated; or
  - iii. reasons why additional leave is required; or
  - iv. that the employee is fit to resume work when returning early under G.4.1.d.

### 2. Parental Leave

- a. Upon request the employer shall grant a Parental Leave of absence without pay to an employee pursuant to the *ESA*
- b. Such leave shall be granted to birth mothers, birth fathers and adoptive parents in accordance with the time periods provided under the *ESA*.
- c. The request for leave shall be given in writing to the employer at least four (4) weeks prior to the date the employee proposes to take such leave.
- d. If requested by the employer, an employee shall provide a medical practitioner's certificate or other evidence of the employee's entitlement to such leave.

### **3. Benefit Entitlement**

The employer shall continue to make payments to a pension, medical or other plan for the employee on leave pursuant to G.4.1 or G.4.2 above, where:

- a. The employer normally pays the full cost of the plan; or
- b. The employee continues to pay his/her share of the cost where it is jointly paid.

### **4. Return from Leave**

- a. An employee who has been granted leave pursuant to G.4.1 or G.4.2 above shall return to a comparable position.
- b. An employee may request an extension to permit her/his return to coincide with the beginning of the next term or semester and such leave shall not be unreasonably withheld.
- c. In the case of an incomplete pregnancy, death of the child, or other special circumstances, an employee may request an early return to duty and if granted the employee shall return to the first available vacancy for which s/he is qualified.

### **5. Supplemental Employment Benefits**

- a. Supplemental Employment Benefits shall be provided pursuant to the Previous Collective Agreement.

*Note: The provisions of this Article supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*

*Note: A schedule addressing the Supplemental Employment Benefits provided pursuant to the Previous Collective Agreement shall be developed by the parties.*

**Transition:** *Employees whose leaves commenced pursuant to the provisions in the Previous Collective Agreement shall be governed by those provisions for the duration of their leave.*

## ARTICLE A.6: GRIEVANCE PROCEDURE

### 1. Preamble

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

### Steps in Grievance Procedure

#### 2. Step One

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

#### 3. Step Two

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

#### 4. Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the

grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
  - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

## **6. Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

## **7. Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.
- d. **Where the BCTF and BCPSEA mutually agree, a provincial matters grievance may be referred to expedited arbitration pursuant to Article A.6.10 below.**

## 8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.



- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

**9. General**

- ~~a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.<sup>1</sup>~~
- ~~a. b.~~ The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- ~~b. e.~~
  - i. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance **except as provided in Article A.6.9.b.ii below.**
  - ii. **If the local or the BCTF withdraws a grievance within thirty (30) calendar days of the commencement of an arbitration hearing set under Article A.6, such withdrawal shall be with prejudice to any future grievance on the same or similar matters.**
- ~~c. d.~~ No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- ~~d. e.~~
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
  - iii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

---

<sup>1</sup> This deletion proposed for clarification purposes only – to reflect the employer's existing procedural right to have discussions with members of the bargaining unit in order to respond to the grievance and prepare for arbitration.

**10. Expedited Arbitration**

- l. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF and BCPSEA may mutually agree to refer a “provincial matters grievance,” as defined in Appendix 1 and Addenda, to expedited arbitration within a further fifteen (15) working days.**
- m. Where either the BCTF or BCPSEA request a review meeting pursuant to Article A.6.7.c, if the grievance is not resolved within ten (10) working days of the review meeting, the parties may mutually agree to refer the grievance to expedited arbitration under Article A.6.10 within a further fifteen (15) working days.**
- n. Grievances relating to the following matters may be considered suitable for expedited arbitration:  
  
[Discuss]**
- o. Where the grievance is referred to expedited arbitration pursuant to Article A.6, within five (5) working days of the referral, the parties shall agree on a single arbitrator selected from the list of arbitrators pursuant to Article A.6.10.m.**
- p. The arbitrator shall hear the grievance as soon as is reasonably possible and shall render a final and binding decision within ten (10) calendar days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.**
- q. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.**
- r. Prior to rendering a decision, subject to the mutual agreement of the parties, the arbitrator may assist the parties in mediating a resolution to the grievance. Any settlement arising out of mediation shall be without prejudice and precedent.**
- s. Where mediation fails, a decision shall be rendered as contemplated herein.**
- t. Legal representation shall not be used at expedited arbitration hearings.**
- u. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations. The parties will attempt to agree on a Statement of Facts prior to the expedited arbitration hearing.**

- v. **It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.**
- w. **The parties shall share equally the costs of fees and expenses of the arbitrator.**
- x. **The list of arbitrators to be selected shall be:**
  - i. **Emily Burke**
  - ii. **Robert Deibolt**
  - iii. **John Hall**
  - iv. **John Kinzie**
  - v. **Wayne Moore**
  - vi. **Bob Pekeles**
  - vii. **John Steeves**
  - viii. **Christopher Sullivan**
  - ix. **Colin Taylor**

*Note: The provisions of this Article, related to A.6.10 Expedited Arbitration, supersede and replace all previous provisions which addressed the same or similar matters. The parties will develop a schedule of articles that are replaced by this article.*

**Note: This proposal is subject to modification based on public policy and related employment considerations arising from or related to consultation regarding the Public Education Flexibility and Choice Act and the Education Services Collective Agreement Act and Amendment.**

### ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). ~~The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.~~
3. The process outlined below in Article D.3.4 thru Article D.3.10 applies ~~only to all~~ **only to all** modifications to the school calendar. ~~that include a four-day school week, a nine-day fortnight, or a year-round calendar.~~
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.65 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar. **In exercising this jurisdiction, an arbitrator may substitute new provisions in the collective agreement which enable the introduction of the alternate school calendar in a manner which is educationally sound and which does not result in additional cost. To the extent possible, the benefits and conditions for employees shall be equivalent in value to the previous conditions.**
6. **Legal counsel shall not be used during the hearing.**

7. **Prior to the commencement of the hearing the parties shall attempt to agree on a Statement of Facts.**
8. **All presentations to the adjudicator are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities.**
9. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
10. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

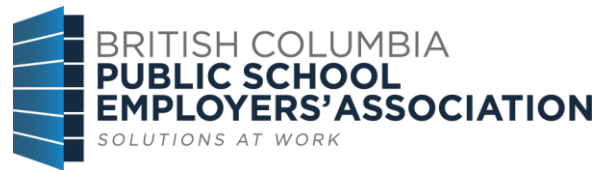
~~8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.~~

~~Note: The BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.~~

*Note: Any and all modifications resulting from this Article are subject to review and approval by the provincial parties.*

BCPSEA Proposal E 66 j

Date: \_\_\_\_\_ Time: \_\_\_\_\_



Counter of BCTF Proposal U57

## DESIGNATION OF LOCAL AND PROVINCIAL MATTERS

1. The following changes shall amend Letter of Understanding Number 1 (LoU No. 1) from the 2006–2011 Collective Agreement.
2. These changes to this Letter of Understanding become effective immediately.
3. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
  - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
  - b. Those matters contained within Appendix 2 shall be designated as local matters.
4. **Any item not currently identified in LoU No. 1 shall be designated by the provincial parties as Appendix 1 (provincial matter) or Appendix 2 (local matter) subject to the following process:** ~~Subject to PELRA and consistent with Arbitrator Jackson's interpretation:~~
  - a. Any **"cost provision" as set out by PELRA** ~~new item~~ shall be deemed an **Appendix 1 (provincial matter)**. ~~if it meets Arbitrator Jackson's "two part" test.~~
  - b. Any items not deemed provincial in **a. above shall will** be designated by the provincial parties as Appendix 1 (provincial **matter**) or Appendix 2 (local **matter**).
  - c. If the provincial parties are unable **to reach agreement** on ~~an designation under~~ item **in either a. or b. above**, either party may refer the matter to expedited arbitration for final determination.
5. Provincial parties' roles including ratification **shall will** be pursuant to PELRA
6. Referral of impasse items to the provincial table **shall will** be pursuant to PELRA.
7. **Timing and conclusion of local matters negotiations:**
  - a. **Local matters negotiations shall conclude at a time determined by mutual agreement of the provincial parties. These discussions shall conclude prior to the commencement of provincial bargaining in accordance with the**

## Labour Relations Code.

- b. In the event the provincial parties do not agree on a time to conclude local matters negotiations, the matter may be referred by either party to expedited arbitration for final determination.

78. Effective date of local matters items:

Agreements concluded by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
--

### Appendix 1 – Provincial Matters

#### Housekeeping — Form Issues

1. 3.10 *Glossary for terms*
2. 3.17 *Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act*
3. 3.4 *Cover Page of Agreement - Memorandum*

#### Section A — The Collective Bargaining Relationship

1. Term and Renegotiation
  - 1.71 *Negotiations - Provision for Re-Opening During Term, Re-Opening Agreement During Present Term of Contract*
  - 1.99 *Bridging, Strikes, Term of Agreement, Renewal of Agreement*
  - 3.29 *Retroactivity*
2. Legislative Change
  - 3.18 *Legislative Change*
3. Recognition of the Union
  - 3.28 *Recognition of Union*
4. Membership Requirement
  - 3.49 *Membership Requirements*
5. Exclusions from the Bargaining Unit
  - 3.8 *Bargaining Unit - Exclusion From Inter-Union Liaison*
6. No Contracting Out
  - 1.32 *Contracting Out, Job Security*
7. ~~Local~~ **BCTF Dues** Deduction
  - 3.48 *Dues Deduction - BCTF ~~and Association~~, College Fees*
8. President's /Officer Release

- 1.61 *President's/Officer Release, Other Officers*
- 9. Management Rights
  - 3.21 *Management Rights / Responsibilities*
- 10. Pro-D Chairperson Release
  - 1.79 *Coordinators of Professional Development - Leave & 1.10 - Role into 10*
- 11. Release for Local, BCTF, CTF, College of Teachers and Education International Business
  - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
  - 1.66 *Leave - BCTF, CTF, COT, Union Business; Short Term*
- 12. Leave for Contract Negotiations
  - 1.57 *Contract Negotiations Leave*
- ~~13. Staff Representatives
 
  - 3.51 *Representatives, School Staff*
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*~~

**Due Process Right to Representation**

- ~~13. Right to Representation
 
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*
  - 1.37 *Suspension, Dismissal and Discipline*~~
- 14. School Staff Committees
  - 3.22 *Committee-School Staff, District Committees*
- 15. Access to Information
  - 4.40 *Access to Information*
- ~~17. Staff Orientation
 
  - 1.72 *Orientation, Teacher, Employee*~~
- 16. Copy of Agreement
  - 1.26 *Copy of Collective Agreement (as it relates to interfacing provincial and local language)*
- 17. Grievance Procedure
  - 3.2 *Arbitration (sometimes included with grievance procedure)*
  - 3.11 *Grievance Procedure - Board Policy*
  - 3.12 *Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process*
- 18. Expedited Arbitration
  - 3.7 *Expedited - Arbitration*
- 19. Troubleshooter
  - 3.13 *Grievance - Troubleshooter*

**Section B — Salary and Economic Benefits**

- 1. Placement on Scale
  - 1.75 *Salary Review,*
  - 1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*



- 1.75 *Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule*
  - 1.85 *Bonus for Upgrading, Course Bonuses*
  - 1.90 *New Positions, Reclassification - Salary*
  - 3.45 *Error in Salary - Adjustments*
2. Category Addition
  3. Category Elimination
  4. Experience Recognition
    - a. 1.40 *Recognition of Experience - Salary Purposes*

### **Special Placement**

5. Salary Scale
6. Trade, Technical and Work Experience
7. Increment Date
  - 1.43 *Salary - Increments, Withholding, Dates of Extra Increments for Long Service*
8. Part-time Employees' Pay and Benefits
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers*
9. Teachers' on Call Pay and Benefits
  - 1.94 *Salary and Sick Leave of Substitute Teachers -Benefits*
10. Summer School and Night School Payment
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days*
11. Associated Professionals
  - 1.23 *Speech Pathologists, Associated Professionals, Other Non-Teaching Employees*
12. Positions of Special Responsibility
  - 1.89 *Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
13. Teacher in Charge
  - 1.2 *Acting Administrators (Filling Temporarily Vacant Position)*
  - 1.89 *Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
14. Automobile/Travel Allowance
  - 2.1 *Automobile Expenses*
  - 2.2 *Travel Allowance*
15. First Aid Allowance
  - 1.41 *First Aid, First Aid Allowances, Training*

16. Isolation Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
17. Moving/Relocation Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
18. One Room School Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
19. 1.96 *Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*
20. Housing Assistance
  - 2.5 *Housing*
21. Part Month Payments and Deductions
  - 1.87 *Part Month Payments and Deductions - Schedule*
22. No Cuts in Salary and Benefits
  - 1.69 *No Cuts in Salary*
23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
24. Payment For Work Beyond Regular Work Year
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
27. Death Benefits
  - 1.8 *Death*

- 28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 30. Retirement Bonuses
  - 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
  - 2.3 *EAP/EFAP*
- 32. Personal Property Insurance
  - 1.102 *Loss of Personal Effects, Theft, Vandalism*
- 33. Group RRSP
  - 3.38 *Benefits - RRSP*

### **Section C — Employment Rights**

- 1. Employment on Continuing Contract
  - 1.31 *Employment/Appointment on Continuing Contract*
  - 1.98 *Employment Rights - Temporary Teachers*
  - 3.1 *Appointment - Probationary*
- 2. Dismissal and Discipline for Misconduct
  - 1.37 *Suspension, Dismissal and Discipline*
  - 3.40 *Conduct of a Teacher (Outside School)*
- 3. Dismissal Based on Performance
  - 3.5 *Dismissal for Non-Performance*
- 3.1 The Processes of Evaluation of Teachers' Teaching Performance
- 4. Part-Time Teachers' Employment Rights
  - 1.45 *Job Sharing*
  - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
  - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Layoff-Recall-Severance Pay
  - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*
  - 3.24 *Seniority (not associated with termination/severance)*

7. Retraining
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

**Section D — Working Conditions**

1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
- ~~12. Space and Facilities~~
  - ~~1.110 *space and facilities*~~

- 12.** Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
- 13.** Correspondence Courses
  - 1.33 *Correspondence School*
- 14.** Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
- 15.** Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
- ~~17. Services to Teachers~~
  - ~~1.107 *School Services to Teachers, Like Translation*~~
- ~~18. Inner City Schools~~
  - ~~2.9 *Use of Inner City School Funds*~~

**Section E — Personnel Practices**

- 1. Definitions
  - 1.36 *Definition of Teachers, Itinerant Teachers*
- 2. Posting Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.25 *General Provisions for Transfer*
  - 3.34 *Teacher Initiated Transfer - Voluntary*
- 3. Filling Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.33 *Staff Reductions - Transfers (may impact Section C.?)*
  - 3.43 *Job Description*
- 3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.
- 4. Offer of Appointment to the District
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
- 5. Positions and Assignments - referenced to Definition
- 6. Non-sexist Environment
  - 3.16 *Non Sexist Environment*

- 7. Sexual Harassment
  - 3.15 *Harassment - Sexual; Personal Harassment*
- 8. Harassment
  - 3.14 *Harassment of Teachers*
- 9. Falsely Accused Employee Assistance
  - 2.4 *Falsely Accused Employee*
- ~~10. Parental Complaints~~
  - ~~3.39 *Complaints - Public*~~
- 10.** Violence Prevention in Schools
  - 3.47 *Acts of Violence Against Teachers*
- 11.** Criminal Record Checks
  - 1.111 *criminal record checks*
- 13.** Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

- 1. Educational Change
  - 1.34 *Curriculum Implementation; Field Services*
  - 1.76 *Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*
  - 3.41 *Future Education Directions Committee*
- 2. Professional Development: Funding (~~NOTE: See also Addendum C~~)
  - 1.19 *Tuition Costs*
  - 1.78 *Professional Development Committee —as related to funding*
  - 1.81 *Funds - Professional Development*
- 3. Professional Days (Non-Instructional)
  - 1.70 *Non-Instructional Days*
- ~~4. School Accreditation~~
  - ~~1.1 *Assessment, Accreditation (Elementary & Secondary)*~~
- 4.** Professional Autonomy
  - 3.26 *Autonomy - Professional; Method of Instruction*
  - 3.27 *Responsibilities - Duties of Teachers*
  - 1.44 *Copyright Infringement; Indemnification; Save Harmless*
  - ~~3.42 *Use of PCs - Video*~~

**Section G — Leaves of Absence**

- 1. Sick Leave
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 2. Maternity and Parental Leave and S.U.B. Plan
  - 1.18 *Maternity Supplemental Unemployment*
  - 1.108 *Maternity Leave*

- 1.109 *Parental Leave - Short Term*
- 3. Short Term Paternity Leave and Adoption Leave
  - 1.46 *Adoption Leave*
  - 1.60 *Paternity Leave*
- 4. Jury Duty and Appearances in Legal Proceedings
  - 1.56 *Jury Duty Leave, Witness*
- 5. Educational Leave
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed*
  - 1.103 *Study Leave - Year End*
- 6. Bereavement/Compassionate Leave
  - 1.48 *Bereavement Leave*
  - 1.53 *Funeral Leave*
- 7. Leave for Family Illness
  - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
- 8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*
- 9. Leave for Elected Office and Community Service
  - 1.49 *Community Service; Search and Rescue Leave*
  - 1.51 *Election Leave, Political Leave*
- 10. WCB Leave With Pay
  - 1.21 *WCB*
  - 1.67 *Worker's Compensation - Leave*
- 11. Early Retirement Incentive Plan - separate from B
- 12. Leave of Absence Incentive Plan
  - 1.47 *Absence Incentive Plan - Leave*
- 13. Religious Holidays
  - 1.62 *Religious Holiday - Leave*
- 14. Leave to Attend Retirement Seminars
  - 1.112 *Leave to Attend Retirement Seminars*
- 15. Leave for Communicable Disease
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 16. Leave for Conference Participation
  - 1.113 *Leave for Conference Participation*
- 17. Leave for Competitions
  - 1.55 *International Amateur Competition, Sports Competition Leave*
- 18. Leave for Visiting Exchange Teachers (needs broader title)

- 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
19. Leave for University Convocations (needs broader title)  
1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations  
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams  
1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
22. Miscellaneous Leaves with cost  
1.58 *Other - Leave*  
1.106 *Committee - Detached Duty*

~~May 31, 1995~~ **October 6, 2011** - Provincial



**Appendix 2**

**LOCAL MATTERS**

**Appendix 2 – Local Matters**

Housekeeping - Form

- 4.37 *Glossary for Terms*
- 4.17 *Cover Page of Agreement - Memorandum*
- 4.21 *Preamble, Introduction, Objects, Statement of Purpose*
- 4.22 *Purpose of Contract*

**Section A — The Collective Bargaining Relationship**

1. Local Negotiation Procedures
  - 4.1 *Abeyance of Contract*
2. Recognition of Union
  - 4.39 *Recognition of Union*
3. Access to Worksite
  - 4.2 *Access to Worksite*
4. Use of School Facilities
  - 4.30 *Use of Facilities*
5. Bulletin Board
  - 4.6 *Bulletin Board*
6. Internal Mail
  - 4.15 *Internal Mail*
7. Access to Information
  - 4.40 *Access to Information*
8. Teachers' Assistants (NOTE: See also Addendum C)
  - 4.29 *Aides, Volunteers, Teacher Assistants*
9. Picket Line Protection
  - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*
- 10. Local Dues Deduction**
  - 3.48 *Dues Deduction - Association***
- 11. Staff Representatives**
  - 3.51 *Representatives, School Staff***
- 12. Right to Representation**
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation***
  - 1.37 *Suspension, Dismissal and Discipline***
- 13. Staff Orientation**
  - 1.72 *Orientation, Teacher, Employee***

**14. Copy of Agreement**  
**1.26 Copy of Collective Agreement (as it relates to distribution)**

**Section B — Salary and Economic Benefits**

1. Purchase Plans for Equipment  
4.27 Computer Purchase
2. Payroll Deductions  
4.24 Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions;  
Investment of Payroll -Choice of Bank Account
3. Employee Donations for Income Tax Purposes

**Section D — Working Conditions**

1. Extra-curricular Activities  
3.11 Extra-curricular
2. Staff Meetings  
4.28 Meetings - Staff
3. Health and Safety  
4.26 No Smoking - Smoke Free Environment
4. Health and Safety Committee  
4.14 Accident Prevention Committee; Health and Safety Committee
5. Hazardous Materials
6. Student Medication and Medical Procedures  
1.68 Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures
7. Local Involvement in Board Budget Process  
4.5 Committee - Finance Board Budget - Union Involvement, School Funds
8. Teacher Involvement in Planning New Schools  
4.27 Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies

**9. Space and Facilities**  
**1.110 space and facilities**

**10. Services to Teachers**  
**1.107 School Services to Teachers, Like Translation**

**11. Inner City Schools**  
**2.9 Use of Inner City School Funds**

## **Section E — Personnel Practices**

1. Personnel Files  
4.20 *Personnel Files*
2. School Act Appeals  
4.25 *Appeal by Students/Parents Under School Act*
3. Board Policy  
4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*
4. No Discrimination  
4.35 *Discrimination*
5. Race Relations  
4.33 *Multiculturalism; Race Relations*
6. Gender Equity  
4.36 *Gender Equity*
- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.
7. **Parental Complaints**  
3.39 *Complaints - Public*

## **Section F — Professional Rights**

- ~~1. Professional Development Committee (NOTE: See also Addendum C)  
1.78 *Professional Development Committee as related to control*~~
1. First Nations Curriculum  
4.12 *First Nations - Indian Studies Curriculum*
2. Women's Studies  
4.31 *Women's Studies*
3. Committees  
4.8 *Committee - Professional Relations*  
4.19 *Parent Advisory Council*  
4.48 *Joint Studies, Liaison, Employment Relations Committee*
4. Fund raising  
4.13 *Fund Raising*
5. Classroom Expenses  
4.23 *Reimbursement for Classroom Materials Paid by Teachers*

## **Section G — Leaves of Absence**

- 4.3 *Banked Time Plan*
- 4.7 *Committee - Leave of Absence*
- 4.18 *Non-Contractual Items, Without Prejudice*
- 4.11 *Energy Awareness*
- 4.16 *Leave - notice*

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans

Other unpaid leaves from Previous Local Agreements not otherwise contained in Appendix 1 are deemed to be part of Appendix 2 (Local Matters).

NOTE: See also Addendum A and Addendum D re unpaid leaves.

**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Unpaid Leave In The Designation Of Provincial and Local Matters**

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

"D. Hogg"  
Negotiation Team For  
British Columbia Teachers' Federation

"K. Halliday"  
Negotiation Team For  
British Columbia Public School  
Employers' Association

October 25/95

---

**Addendum B To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Concerning Selection of Administrative Officers**

"Selection of Administrative Officers" shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, "Selection of Administrative Officers" shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of "Selection of Administrative Officers" or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, "Selection of Administrative Officers" or its equivalent shall be deemed a local matter for negotiations.

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

"K. Halliday"  
Chief Negotiator  
BC Public School Employers' Association

**Addendum C To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Professional Development**

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Professional Development:

~~Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher on-call time following a transfer shall be designated as local matters.~~

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

~~Date: Original April 23, 1997  
Amended by *Education Services Collective Agreement Amendment Act, 2004*~~

---

**Addendum D To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised**

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

## ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement constituted under the ~~Education Services Collective Agreement Act, S.B.C. 2002, c. 1 and extended by the Teachers' Collective Agreement Act, S.B.C. 2005, c. 27~~ that was in effect between the parties for the period ~~July 1, 2001 to June 30, 2006~~ **July 1, 2006 to June 30, 2011** including any amendments agreed to by the parties during that period.

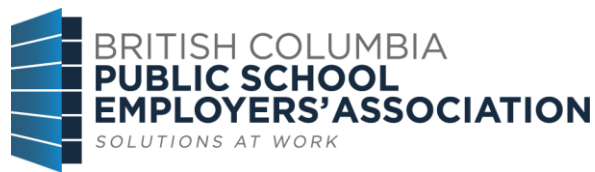
1. Except as otherwise specifically provided, this Collective Agreement is effective ~~July 1, 2006 to June 30, 2011~~ **July 1, 2011 to June 30, 2013**. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by ~~June 30, 2011~~ **June 30, 2013** the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

- c.
  - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
  - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.



BCPSEA Proposal E 66 I

Date: \_\_\_\_\_ Time: \_\_\_\_\_

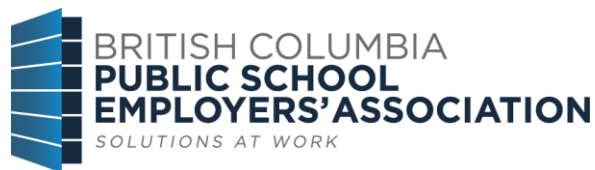


## ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives **members the employer intends to appoint to the committee.**
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

BCPSEA Proposal E 66 m

Date \_\_\_\_\_ Time: \_\_\_\_\_



**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

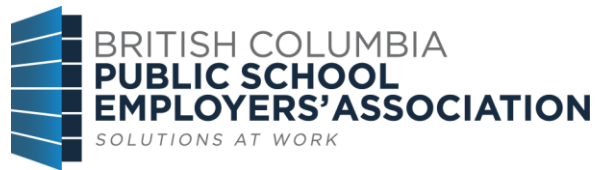
**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: ~~Provincial Articles Housekeeping Committee~~  
Provincial Collective Agreement Housekeeping and Interfacing / Melding Committee**

1. The parties agree to establish a ~~housekeeping~~ committee to address **the following:**
  - a. the updating and consistency of terms in existing common Provincial Articles;  
**and**
  - b. **the interfacing / melding of new Provincial Collective Agreement Articles and Letters of Understanding with the 2006-2011 Provincial Collective Agreement and working documents.**
2. The committee shall meet as soon as possible and shall conclude its work ~~no later than September 30, 2006~~ **within 4 (four) months of the renewal of the 2006-2011 Provincial Collective Agreement.**
3. The agreed housekeeping **and interfacing / melding** changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

BCPSEA Proposal E 66 n

Date \_\_\_\_\_ Time: \_\_\_\_\_



**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

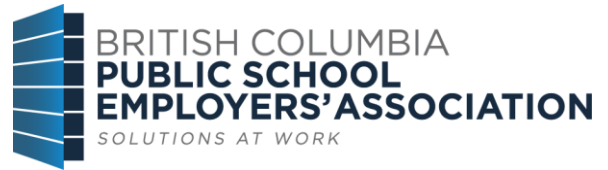
**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process**

1. ~~Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer,~~ **Upon the conclusion of the work of the Provincial Collective Agreement Housekeeping and Interfacing / Melding Committee pursuant to LOU No. 7,** and continuing until four (4) months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, ~~we have agreed that~~ neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):
  - a. The elimination of out-of-date references to terms, dates or other matters;
  - b. The updating of collective agreement language that is either no longer relevant or functional; or
  - c. The resolution of internal inconsistencies and incongruities within individual agreements.
2. ~~As discussed, nothing~~ **Nothing** in this letter permits the local parties to make amendments to common provincial language.
3. ~~Finally, we confirm that any~~ **Any** disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to ~~Irene Holden~~ **a mutually agreeable arbitrator** for facilitation and resolution.

**BCPSEA Proposal E 66 o**

Date: \_\_\_\_\_ Time: \_\_\_\_\_



**ITEMS PREVIOUSLY AGREED TO**

1. LoU No. 3.b Section 27.4 Education Services Collective Agreement Act
  - a. Maintenance of Amalgamated Salary Grids
2. LoU Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School
  - a. Applies to SD No. 51 (Boundary)
3. B.6 Salary Indemnity Plan Allowance
  - a. Housekeeping – Date
4. B.12 Category 5+
  - a. Housekeeping – Dates and completed transition language
5. D.5 Middle Schools
  - a. Housekeeping – Reference to correct Collective Agreement
6. Agree to Delete the following Provincial LoU's:
  - a. LoU No.4 Early Incentive Payment
  - b. LoU No.5 One Time Payment to Teacher Inflation Adjustment Account
  - c. LoU No.9 Rehabilitation Committee
  - d. LoU No.10 Benefits Review Committee
  - e. LoU No.11 2008 Salary Harmonization
  - f. LoU No.13 Fiscal Dividend
  - g. LoU No.14 Article B.12 Category 5+ Transitional Provisions
7. Agree to Renew the following Provincial LoU's:
  - a. LoU No.6 Employment Equity – Aboriginal Employees
  - b. LoU No.15 Article C.2. – Porting of Seniority – Separate Seniority Lists
  - c. LoU No.16 Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts