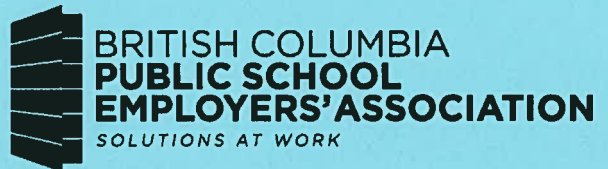


**BCPSEA Proposal E74**

Date: June 15, 2014 Time: \_\_\_\_\_



## **FRAMEWORK FOR SETTLEMENT**

**Between:**

**British Columbia Public School Employers' Association  
("BCPSEA")**

**and**

**British Columbia Teachers' Federation  
("BCTF")**

**1. Term:**

a. 6 year collective agreement term – July 1, 2013 – June 30, 2019

OR

b. 7 year collective agreement term – July 1, 2013 – June 30, 2020.

**2. Wages:**

As per E.75 Article B.1 attached:

- a. Date of Ratification: \$1,200 settlement bonus if agreement reached by June 30, 2014
- b. 2014/15 – 3.0% payable as set out in E75
- c. 2016/17 – 1.0%
- d. 2017/18 – 1.5%
- e. 2018/19 – 1.5%
- f. If a 7 year term is agreed to: 2019/2020 – 1.5%

E.76: LOU Re: Settlement Bonus

**3. Class Size / Composition / Specialist Teachers:**

a. Learning and Working Conditions: E.80 & E.81 attached.

**4. Other Monetary Provisions:**

a. Residual Total Compensation Allocation Discussion: E.82 attached.

**5. Other Matters:**

- a. C.3 Evaluation – see E.77 attached
- b. D.3 Calendar – see E.78 attached
- c. TTOC – see E.79 attached

The provisions in this Framework, unless specified otherwise, will become effective on the date of final ratification by both parties.

Agreed this \_\_ day of June, 2014.

Original signed by:

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Peter Cameron  
For BCPSEA

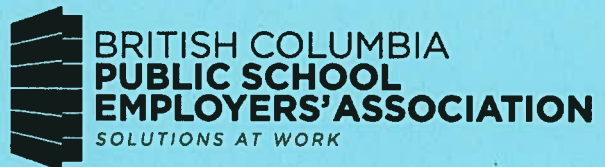
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Jim Iker  
For BCTF

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**BCPSEA Proposal E.75**

Date: June 15, 2014 Time: \_\_\_\_\_



**ARTICLE B.1      SALARY**

**Option 1:**

1. A settlement bonus of \$1,200 payable pursuant to LOU No. \_\_\_\_ Re: Settlement Bonus
2. The salary grids in the Local Agreement have been amended to reflect the following general increases to salary:
  - a. July 1, 2014 – June 30, 2015:
    - i. Effective the latter of the Date of Ratification or July 1, 2014: 1.0% increase
    - ii. Effective February 1, 2015: 2.0% increase
  - b. July 1, 2015 – June 30, 2016:
    - i. Effective May 1, 2016: Economic Stability Dividend, if available
  - c. July 1, 2016 – June 30, 2017:
    - i. Effective July 1, 2016: 1.0% increase
    - ii. Effective May 1, 2017: Economic Stability Dividend, if available
  - d. July 1, 2017 – June 30, 2018:
    - i. Effective July 1, 2017: 0.5% increase
    - ii. Effective May 1, 2018: 1.0% increase plus Economic Stability Dividend, if available
  - e. July 1, 2018 – June 30, 2019:
    - i. Effective July 1, 2018: 0.5% increase
    - ii. Effective May 1, 2019: 1.0% increase plus Economic Stability Dividend, if available

**Option 2:**

Option 2 includes Option 1 with the addition of a seventh year including the increases below for the seventh year.

- f. July 1, 2019 – June 30, 2020:
  - i. Effective July 1, 2019: 0.5% increase
  - ii. Effective May 1, 2020: 1.0% increase

3. The following allowances shall be adjusted in accordance with the increases in Article B.1.2 above:

- a. Department head
- b. Positions of Special Responsibility
- c. First Aid
- d. One Room School
- e. Isolation and Related Allowances
- f. Moving/Relocation
- g. Recruitment & Retention

4. The following allowances shall not be adjusted by the increases in Article B.1.2 above:

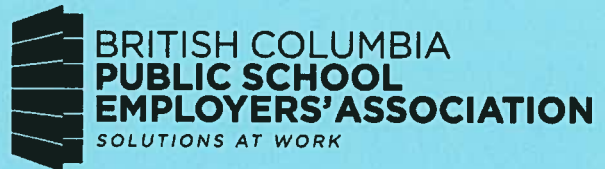
- a. Mileage/Auto
- b. Per Diems
- c. Housing
- d. Pro D (unless formula-linked to the grid)
- e. Clothing
- f. Classroom Supplies

5. Teacher Teaching on Call daily rates shall be adjusted in accordance with the increases in Article B.1.2 above.



**BCPSEA Proposal E76**

Date: June 15, 2014 Time: \_\_\_\_



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Settlement Bonus**

Should the parties reach a tentative collective agreement by June 30, 2014 which is subsequently ratified by the parties, a settlement bonus will be paid to each person who is an employee as of the date of ratification **the tentative collective agreement was reached.**

The bonus will be calculated as follows: for full-time employees who were employed for the full **2013/2014** school year, the bonus will be \$1,200. For those who work less than full-time and/or started during the school year, the bonus will be prorated accordingly. TTOCs are eligible and their pay will be calculated on the proportion of ~~time~~ **days** actually worked relative to a full-time, full year employee **exclusive of non-instructional days and days lost due to the strike and lock out.**

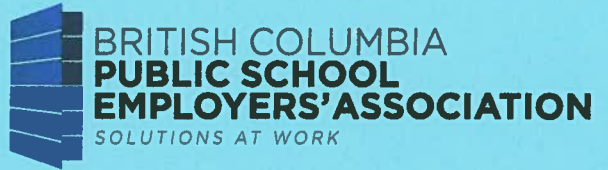
Time spent on ~~certain leaves [to be defined]~~ **the following leaves** shall not be deducted for the purposes of this calculation.

- **All leaves with pay**
- **Maternity or parental leave**
- **Days on approved WCB and Salary Indemnity Plan that commenced between July 1, 2013 and June 30, 2014.**
- **Union leave**

The one-time incentive payment is subject to the legal and statutory deductions. This payment is not included as pensionable earnings nor is it included for calculations of benefits.

**The settlement bonus shall be paid to employees upon receipt of funding from the government and as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.**

<b>BCPSEA Proposal E77</b>
Date: June 15, 2014 Time: _____



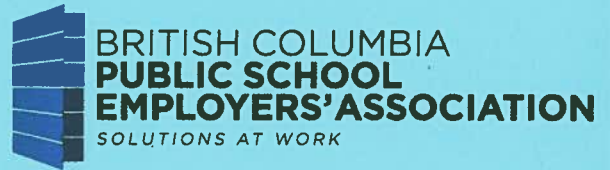
Note: This proposal replaces E55

**Article C.3 EVALUATION**

- 1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.**

**BCPSEA Proposal E78**

Date: June 15, 2014 Time: \_\_\_\_\_



Note: This proposal replaces E54

**ARTICLE D.3          SCHOOL CALENDAR (TO REPLACE D.3 IN ITS ENTIRETY)**

1. A Board must adopt a school calendar for each school in its district for each school year.
2. The Board must provide the local union with an opportunity for consultation ~~regarding the~~ **in the development of a proposed school calendar.**
3. A Board may implement a school calendar that is inconsistent with the current terms in the collective agreement related to hours of work, work day and work year, provided the local is given written notification no later than forty (40) working days prior to its implementation.
4. The employer and the local shall meet within ten (10) working days following receipt of such notice to negotiate any consequential changes to the collective agreement necessary to accommodate the school calendar. The parties may also amend any collective agreement terms that have been indirectly affected by the changes, but only to maintain an equivalent value.
5. If the parties cannot agree on the consequential changes, or amendments to the terms in the agreement indirectly affected by the changes, the matter(s) in dispute may be referred to arbitration pursuant to the process below for final and binding resolution.
6. The jurisdiction of the arbitrator shall be limited to:
  - a. making the consequential changes to the collective agreement necessary to accommodate the school calendar;
  - b. amending the collective agreement terms that have been indirectly affected by the changes, to maintain an equivalent value.

Despite D.3.6.b, if a term in the agreement is indirectly affected and would result in a change in value of less than 5.0%, it will not be amended.



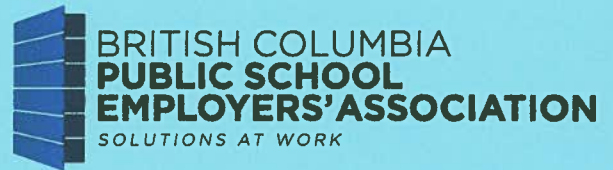
7. With respect to the arbitration process:
  - a. legal counsel shall not be used during the arbitration hearing;
  - b. prior to the commencement of the hearing, the parties shall attempt to agree on a Statement of Facts;
  - c. all presentations to the arbitrator are to be concise and are to include a comprehensive opening statement;
  - d. the parties agree to make limited use of authorities;
8. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
9. In the event the arbitration is not concluded prior to the implementation of the school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
10. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.
11. The parties shall share equally the costs of fees and expenses of the arbitrator.

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



**BCPSEA Proposal E79**

Date: June 15, 2014 Time: \_\_\_\_\_



**ARTICLE B.2.6 TEACHER TEACHING ON CALL PAY AND BENEFITS**

**6. Rate of Pay:**

- a. ~~An Employees who is are~~ employed as a teachers teaching on call shall be paid ~~\$213.90~~ 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step-5 Step 6, for each full day worked. For the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
- b. ~~On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher teaching on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, whichever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.~~

## **ARTICLE C.3**

## **TEACHER TEACHING ON CALL EMPLOYMENT**

### **1. Experience credit**

- a. For the purpose of this article, a teacher teaching on call shall be credited with one (1) day of experience for each full time equivalent day worked.**
- b. One hundred eighty (180) full time equivalent days credited shall equal one (1) year of experience.**
- c. No more than one hundred eighty (180) days shall be credited in any one school year.**

### **2. Increment Date for Salary Grid Placement**

**Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation is earned.**

## ARTICLE G.6 LEAVE FOR UNION BUSINESS

1. a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.
- b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.
2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement **except as provided in 2.a, b and c below:**
  - a. Where a TTOC replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be **100% of salary, benefits, pension contributions and all other contribution costs of the TTOC. Where there is agreement, the local parties can implement an average cost of a TTOC.**
  - b. **Where there is no replacement for a member on union leave, the reimbursement costs paid by the local or the BCTF shall be 100% of the average salary, benefits, pension contributions and all other contribution costs of a TTOC.**
  - c. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be **100% of salary, benefits, pension contributions and all other contribution costs of the salary amount paid to the replacement.**
5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

### Short-term leave (leave of 10 consecutive school days or less)

6. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

### Long-term leave (leave of more than 10 consecutive school days)

7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
8. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.



#### Elected union officer release

9. Such leaves will be granted upon request.
10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

#### ~~Superior provisions~~

- ~~11. Any and all superior provisions contained in the previous collective agreement shall remain parts of the collective agreement.~~
- ~~12. For the purposes of this article, TTOC has the same meaning as TOC elsewhere in the collective agreement.~~

~~Note: This proposal is intended to replace all articles related to leave for union business except leave for president and vice president of the local.~~

#### **Note:**

- 1. The effective date of this proposal is the date of ratification of this agreement.**
- 2. The union agrees to withdraw its grievances related to G.6 on both the effective date of the G.6 provision negotiated in the 2011-2013 collective agreement and the replacement cost of a member on union leave where there is no replacement.**

## **LEARNING AND WORKING CONDITIONS**

This document deals with the cluster of bargaining issues that has been described as "class size, class composition, and specialist teachers". (BCPSEA believes that "class composition" is better described as the characteristics of individual students in a class.) Both parties have proposals to address these issues.

### **The Impact of the Court Case**

BCPSEA acknowledges that class size, class composition and specialist teacher staffing ratios are appropriate matters for collective bargaining. However, BCPSEA does not agree with the BCTF's assertion that a judicial decision can or will determine the content of the new (2013 to 2019) collective agreement with respect to those matters.

In order to avoid protracting the present dispute because of a difference of opinion about the possible consequences of future court decisions, BCPSEA is addressing the matter in Proposal E.81.

### **BCPSEA's Position**

On the basis of available evidence, the public school system in BC is performing well compared to past performance, and compared with other jurisdictions. As we seek to improve our system, we should be careful not to lose the characteristics that are associated with its success.

It is essential to involve the professional judgment of teachers and other educators in allocating resources to achieve the best learning environments and outcomes. While focused on learning, the same approach will have a positive effect on working conditions.

### **BCPSEA Proposes the Following Provisions:**

The following provisions constitute the entire provisions of the collective agreement with respect to "class size, class composition, and non-enrolling (specialist) teachers" and remain in effect for the duration of the agreement, subject to potential amendment in accordance with the provisions of E.81.

#### **1. Class Size**

The *School Act* and the *Class Size and Compensation Regulation* both address class size. As of the current date, the class-size limits are:

- kindergarten: 22 students
- grades 1 to 3: 24 students
- grades 4 to 12: 30 students (subject to defined exceptions).



If the statute or regulation is amended with respect to class size in a manner the union believes would have a detrimental effect on teacher workload, the union may raise the matter for collective bargaining at any time and seek to negotiate a provision to address the detrimental effect. Failing agreement, the issue may be referred to an arbitrator. The arbitrator will have the authority to issue an interim and binding order, pending negotiations of the next agreement.

(Note: this proposal revises BCPSEA proposal E53 clause A.)

## **2. The Learning Improvement Fund ("LIF")**

The Government has confirmed the increase to the Learning Improvement Fund by \$15 million (to \$75 million) for the 2014 –15 school year.

The LIF process ensures that the allocation of the fund will involve the professional judgment of teachers. The process is set out in the *School Act* and the *Learning Improvement Fund Regulation*. Under the *Regulation*, the employer must involve the union in at least three critical steps. The union is consulted at the provincial level about the distribution of the fund as between school districts (section 115.2 of the *School Act*); and the local president is consulted twice, once with respect to the tentative spending plan and once with respect to the final plan (section 2 (1) (b) and (d) of the *Regulation*). In addition, the union staff committee or staff representative may be consulted twice at the school level (section 2 (1) (a) and (c) of the *Regulation*).

The processes set out in section 115.2 of the *School Act* and in the *Learning Improvement Fund Regulation* will be followed, and are hereby incorporated into the collective agreement. However, with respect to section 2 (1) (a) and (c) of the *Regulation*, BCPSEA agrees to direct its members to ensure that the principal or vice-principal will consult with *at least two* of (i) the school's teaching staff, (ii) the staff committee, and (iii) the staff representative. (Note: the *Regulation* requires consultation with only one of the three.) In that way, the LIF process will ensure that the union is involved in each of the provincial, district and school levels.

The parties agree, with respect to section 2 (6) (a) of the *Regulation*, that the purpose of LIF is to address issues of class size and composition in the way that best improves the learning environment and the working conditions of teachers. Staffing recommendations should not be limited to members of the bargaining unit or certified teachers. It is the commitment of the parties that 70% of the planned expenditures under LIF will go to specialist and other certified teachers. The BCTF acknowledges that the Framework Agreement between the K-12 Presidents' Council & Support Staff Unions and BCPSEA affects the distribution of 20% of LIF.

Government has committed to maintain LIF funding of at least \$75 million annually during the life of this agreement.

(Note: the explicit inclusion of LIF in the agreement replaces the previous proposal E. 53 clause B.)



### **3. Fact-Finding Regarding Non-enrolling Teachers and Other Specialists**

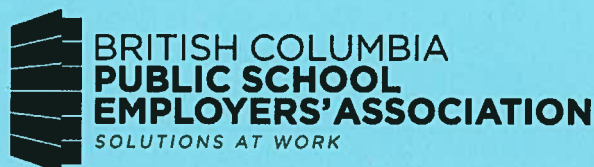
Specialist teachers play an important role in the school system. There is a lack of solid evidence on the current numbers of many categories of specialists, and on their current roles in the system. Moreover, there is a lack of evidence about the impact of changes in the designations of children with special needs (resulting, in the case of autism, to an increase in designations since 2001 from 1,312 to 6,750 – while public school enrolment dropped by over 70,000).

The parties agree to establish a fact-finding committee (details of composition, specific mandate, time-frames etc. to be negotiated) to establish an improved base of information to better inform decisions in the allocation of the LIF. The committee may make recommendations to the school districts with respect to general principles for allocation.

(Note: These provisions supersede and replace all previous Articles that addressed class size, composition and staffing levels.)

**BCPSEA Proposal E 81**

Date: June 15, 2014 Time: \_\_\_\_\_



1. The following is without prejudice to the position of either the Provincial Government or the BC Teachers' Federation in any current or future litigation. The exact language below is subject to revision for purposes of legal clarity and precision.

2. **Definitions**

The term "CA decision" means the decision of the BC Court of Appeal (ref).

The term "ultimate judicial decision" is defined in paragraphs (a), (b) and (c):

- (a) If neither the Province of British Columbia (the Province) nor the British Columbia Teachers Federation (the BCTF) applies for leave to appeal the CA decision, the term "ultimate judicial decision" means the CA decision on the day after the date on which the right to apply for leave expired.
  - (b) If either or both of the Province and the BCTF applies/apply for leave to appeal the CA decision, but leave is denied to both the Province and the BCTF, then the term "ultimate judicial decision" means the CA decision effective the day following the date on which leave is denied.
  - (c) If the Province and/or the BCTF applies/apply for leave to appeal the CA decision, and leave in any respect is granted to the Province, the BCTF or both, then "ultimate judicial decision" means the decision of the Supreme Court of Canada on the merits of the appeal(s) on which leave was granted, effective the day following the date when judgment was rendered on the appeal (or the last date if there is more than one judgment rendered).
3. The provisions set out in E.80 remain in full force and effect, comprising the collective agreement in relation to the matters set out in those provisions, except as provided hereinafter.
4. Subject to paragraph 5 below, if the ultimate judicial decision specifically directs that the class size, class composition and non-enrolling provisions from the 1998-2001 Collective Agreement are restored to the current (2013 - 2019) provincial collective agreement, the parties will amend the collective agreement accordingly, and the amended provisions will be effective at the beginning of the school year after the date of the ultimate judicial decision (or, if the decision is published after the end of February, effective at the beginning of the school year in the year following). The amendments will then prospectively replace the provisions set out in E.80.
5. The following applies, despite paragraph 4, if either party is dissatisfied with the outcome otherwise required by paragraph 4. Within 60 days of the ultimate judicial decision, either party may give written notice to the other of termination of the collective

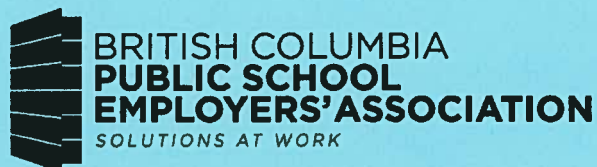
agreement. If notice is given, the collective agreement terminates at the end of that school year, unless the ultimate judicial decision occurs after the end of February, in which case the termination takes place at the end of the following school year. Until a new agreement is concluded, the provisions set out in E.80 continue in force.

6. If the parties disagree about whether or what amendments to the collective agreement are required by paragraph 4 above, either party may refer the matter to a mutually acceptable arbitrator. In that event, the 60-day time limit described in paragraph 4 above is postponed, and begins to run from the date of publication of the arbitrator's award.



**BCPSEA Proposal E82**

Date: June 15, 2014 Time: \_\_\_\_\_

**RESIDUAL TOTAL COMPENSATION ALLOCATION DISCUSSION**

The parties agree to enter into discussions to collaborate around the allocation of the residual total compensation funds

Year	Year 4	Year 5	Year 6	Year 7*
	2016/17	2017/18	2018/19	2019/20
	\$2,000,000			
		\$3,000,000		
			\$3,000,000	
				\$3,000,000
Ongoing \$	\$2,000,000	\$5,000,000	\$8,000,000	\$11,000,000

\* Year 7 is dependent upon acceptance of a 7 year agreement