

**June 30, 2006**

**BCTF/BCPSEA SETTLEMENT AS AGREED JUNE 30, 2006**

**DOCUMENTS:**

Framework for settlement

1. Article A.1 Term, Continuation and Renegotiation
2. Article B.1 – Salary
3. Article B.\_ – Salary Indemnity Plan Allowance & Letter of Understanding re Rehabilitation Committee
4. LOU Salary Harmonization
5. LOU Early Settlement Incentive and Professional Resource Payment
6. LOU Fiscal Dividend
7. LOU One-Time Payment to Teachers’ Pension Plan Inflation Adjustment Account
8. LOU Teacher Supply & Demand Initiatives
9. Article B.9 – Pay Periods
10. Article B.10 – Reimbursement for Mileage and Insurance
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agreed package June 30  
CAPS\Bargaining Info System\06-11  
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## ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, “**Previous Collective Agreement**” means the Collective Agreement constituted under the ~~Public Education Collective Agreement Act, S.B.C. 1998, c. 41,~~ **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, 1998 to June 30, 2001~~ **July 1, 2001 to June 30, 2006** including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective ~~July 1, 2001 to June 30, 2004~~ **July 1, 2006 to June 30, 2011**. 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, 2004~~ **June 30, 2011** 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 ~~by or under the Education Services Collective Agreement Act or~~ 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 union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
  - b. A local union 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*.

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**ARTICLE B.1 SALARY**

1. Effective July 1, 2006
  - a. General wage increase of 2.5%
2. Effective July 1, 2007
  - a. General wage increase of 2.5%
3. Effective July 1, 2008
  - a. General wage increase of 2.5%
4. Effective July 1, 2009
  - a. General wage increase of 2.5%
5. Effective June 30, 2010
  - a. General wage increase of 2.0%
6. The following allowances shall be adjusted in accordance with the above increases:  
  
Department head  
Positions of Special Responsibility  
First Aid  
One Room School  
Isolation and Related Allowances  
Moving/Relocation  
Recruitment & Retention
7. The following allowances shall not be adjusted by the above increases:  
  
Mileage/Auto  
Per Diems  
Housing  
ProD (unless formula-linked to the grid)  
Clothing  
Classroom Supplies
8. Teacher on Call daily rates shall be adjusted in accordance with the above increases.

CAPS/BIS/06-11 Settlement\B1 Salary – Agreed 063006  
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**ARTICLE B.\_ SALARY INDEMNITY PLAN ALLOWANCE**

1. Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

**LETTER OF UNDERSTANDING  
BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND:  
BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

The parties agree to form a Rehabilitation Committee comprised of three (3) representatives of BCPSEA and three (3) representatives of the BCTF.

The parties agree to discuss and review the BCTF Rehabilitation Program. The Committee may make recommendations to the parties on the following matters:

- a) The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
- b) Employees' participation;
- c) Status of the employee in the BCTF Rehabilitation Program;
- d) Information provided to the employer when an accommodation is sought;
- e) Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
- f) Expansion of the BCTF Rehabilitation Program to 60 School Districts;
- g) The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
- h) Any other matters the Committee deems appropriate.

The Committee shall meet in good faith and shall complete its work by no later than June 30, 2008.

**LETTER OF UNDERSTANDING**

**2008 SALARY HARMONIZATION**

**Revised July 5, 2006**

- 1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding Re: Teacher Supply and Demand Initiatives.
- 2. Effective July 1, 2008, all salary grid maximums which are less than those set out below\* will be adjusted to the following levels:

	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942

- 3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by the Letter of Understanding shall be increased by no less than 2.5%.
- 4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

*Note: this grid has been arrived at through the following:*

- 1. *Implement the initial maximums based on weighted average figures identified in BCTF letter of July 4, 2006 to BCPSEA Chairperson:*

	<b>Category 4</b>	<b>Category 5</b>	<b>Category 5+</b>	<b>Category 6</b>
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269

- 2. *Add 2.5% effective July 1, 2006*
- 3. *Add 2.5% effective July 1, 2007*
- 4. *Add 2.5% effective July 1, 2008*
- 5. *Add an additional 3.0% effective July 1, 2008*

## LETTER OF UNDERSTANDING

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND:

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### Re: Early Incentive Payment

Should the parties reach a tentative collective agreement by June 30, 2006 which is subsequently ratified by the parties, each bargaining unit member who is an employee of the School District on June 30, 2006 shall be eligible to receive a one-time lump sum incentive payment.

The incentive payment shall be equal to a maximum of \$3,700 dollars for each full-time equivalent employee and shall be pro-rated for employees working less than full-time. For the purpose of determining the amount of the incentive payment, a full-time equivalent employee (continuing or temporary) is an employee who worked on a full-time basis (183 days) during the period of September 1, 2005 – June 30, 2006. For the purpose of determining the amount of the incentive payment for teachers on call, a full-time equivalent teacher on call is a teacher on call who worked on a full-time basis (177 days) during the period of September 1, 2005 – June 30, 2006. The incentive payment for employees who worked less than full-time over this period of time shall be pro-rated based on the actual time worked as a percentage of full-time. No employee shall be eligible for a payment in excess of \$3,700. Time spent on 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, 2005 and June 30, 2006.

The one-time lump sum 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 incentive payment 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.

In addition to the above, each full-time equivalent employee shall receive a one-time payment of \$300 in recognition of past purchases of professional resources, to be paid in the same manner as above.

CAPS\Bargaining Info System\06-11 Settlement\LOU – Early Incentive Payment – Agreed 063006.Doc  
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**LETTER OF UNDERSTANDING NO. \_**

**FISCAL DIVIDEND**

Having agreed to a collective agreement term of July 1, 2006 to June 30, 2011, a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province’s audited financial statements, for the fiscal year 2009-10.

- a. If fiscal dividend funds are determined to be available, upon receipt of funding from the BC government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate individual payment amounts and distribute the funds.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers’ Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- b. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA**

**AND:**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**RE: ONE TIME PAYMENT TO TEACHER INFLATION ADJUSTMENT ACCOUNT**

1. The parties to this LOU have agreed that Government will make a one-time payment to the Inflation Adjustment Account of the Teacher Pension Plan in the following amount:  

July 15, 2006	\$20,000,000
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2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replace or amend the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

## LETTER OF UNDERSTANDING

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**RE: TEACHER SUPPLY AND DEMAND INITIATIVES**

The BC Teachers' Federation and the BC Public School Employer's Association agree to undertake the following initiatives to support the recruitment and retention of a qualified teaching force in British Columbia. The parties further agree to establish a joint Public Education Recruitment and Retention Support Committee comprised of two representatives of the BCTF and two representatives of BCPSEA to develop and administer the initiatives.

### **Remote Recruitment & Retention Allowance:**

- a. Effective July 1, 2008, a 3% increase shall be applied to the category 4, 5, 5+ and 6 maximums in the districts listed below:

SD 49 Central Coast  
SD 50 Haida Gwaii/Queen Charlotte  
SD 52 Prince Rupert  
SD 59 Peace River South  
SD 60 Peace River North  
SD 81 Fort Nelson  
SD 82 Coast Mountain  
SD 85 Vancouver Island North  
SD 87 Stikine  
SD 91 Nechako Lakes  
SD 92 Nisga'a

No grid steps other than the maximums identified above shall be adjusted as a result of the implementation of this increase.

- b. All employees in the school districts above to receive a recruitment allowance of \$2,200 upon commencing employment.

All employees identified above, upon the completion of a second continuous year of employment and each continuous year thereafter, to receive the recruitment allowance above as a retention allowance.

- c. The parties agree that the joint Public Education Recruitment and Retention Support Committee will review demographic and other data to establish criteria for the designation of other school districts or schools within a district, if any, deemed appropriate for eligibility of the Recruitment & Retention Allowance. Effective July 1, 2008, the Committee will receive funding of \$3.5 million per year for this purpose.

## **ARTICLE B.9**

## **PAY PERIODS**

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where options exist for payment over twelve (12) months and an employee elects that option, an employee shall be paid her/his annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of the monthly salary shall be paid to each employee.

## ARTICLE B.10

## REIMBURSEMENT FOR MILEAGE AND INSURANCE

3. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive the following reimbursement:
  - Effective July 1, 2006 – 47 cents/kilometer
  - Effective July 1, 2007 – 48 cents/kilometer
  - Effective July 1, 2008 – 49 cents/kilometer
  - Effective July 1, 2009 – 50 cents/kilometer
4. The mileage reimbursement rate established in B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
5. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
6. Employees shall be reimbursed for travel costs as outlined below:
  - a. School District No. 45 (West Vancouver)

Employees on the staff of Bowen Island Community School commuting from West Vancouver to Bowen Island shall be reimbursed for their automobile and ferry expenses in accordance with travel and car-pooling arrangements agreed to by the staff and approved by the Principal and Assistant Superintendent.
  - b. School District No. 64 (Gulf Islands)

Employees who are authorized to use their personal vehicles in the course of regularly assigned duties or other Board business shall be reimbursed ferry costs where applicable.
  - c. School District No. 68 (Nanaimo)

A non-resident teacher of Gabriola Island assigned to teach on Gabriola Island shall be reimbursed an amount equal to his/her Gabriola ferry costs.
  - d. School District No. 71 (Comox)
    - (i) Employee lives on Vancouver Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island

- (ii) Employee lives on Vancouver Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island, and Denman Island and Hornby Island
  - (iii) Employee lives on Denman Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Denman Island and Hornby Island
  - (iv) Employee lives on Hornby Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Hornby Island and Denman Island
  - (v) For teachers assigned less than full time, the allowance will be prorated on the basis of the number of ferry trips required to meet the assignment.
7. The parties agree that there may be other situations analogous to those set out in 4(a) through (d) above, in which non-resident employees are assigned to schools which require them to use ferries or water taxis to travel to work. By no later than September 30, 2006, the parties will identify any additional Districts and locations where employees may require reimbursement for ferry/water taxi charges. These additional areas will be recorded in a Letter of Understanding.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement*

**ARTICLE B.11**

**BENEFITS**

8. The Extended Health Care Benefit shall be amended to provide an unlimited lifetime maximum.

CAPS\Bargaining Info System\06-11 Settlement\B11 Benefits – Agreed 063006.Doc  
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**ARTICLE B.\_ REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

4. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. Personally Owned Professional Material

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement*

**June 25, 2006 – Change is to # 8 – 2007 is now 2008 and interest is retained by the employer is now April through August --Corresponding changes in 7 and 6)**

BCTF COUNTER May 8, 2006 (responding to E# 28 of May 3, 2006).

**OPTIONAL TWELVE-MONTH PAY PLAN**

**~~PAYROLL SAVINGS PLAN: OPTIONAL TWELVE-MONTH PAY PLAN:~~**

9. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement, **until such time as the parties to this agreement agree to modify its terms.**
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in **an Payroll Savings Plan (the “Plan”) Optional Twelve-Month Pay Plan (the Plan)** administered by the ~~district~~ **employer.**
3. An employee electing to participate in the **Plan** in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the **Plan** by September 30<sup>th</sup>. **It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.**
4. An employee electing to withdraw from the **Plan** must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the **Plan** shall receive their annual salary over ten (10) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the **Plan** by the employer.
6. Interest to **March 31** is calculated on the **Plan** and added to the individual employee’s accumulation in the **Plan.**
7. An employee’s accumulation in the **Plan** including her/his interest accumulation to **March 31<sup>st</sup>** shall be paid in equal installments on July 15 and August 15.
8. **Notwithstanding clause 8 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.**
9. The employer shall inform employees of the **Plan** at the time of hire.

10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular work year.

CAPS\Bargaining Info System\06-11 Settlement\B9 Optional Twelve-Month Pay Plan – Agreed 063006.Doc  
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## ARTICLE C.2:

## SENIORITY

1. Except as provided in this article, “seniority” means an employee’s aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Effective September 1, 2006 and despite paragraph 1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
3. Teacher-on-Call
  - a. Effective April 1, 2006, a Teacher on Call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a Teacher on Call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to paragraph 3.a and 3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
4. Effective July 1, 2006, a teacher on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

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

Agreed in principle pending satisfactory outcome of framework discussions.

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**Revised Proposal BCTF June 25, 2006 (over U #53)**

**ARTICLE D\_**

**ALTERNATE SCHOOL CALENDARS**

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 ~~sixty (60)~~ **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 4. to 7. applies only to 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 6 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.
6. 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.
7. 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: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

## ARTICLE D.8

## ELEMENTARY PREPARATION TIME

- D.4.1 **Effective September 1, 2006**, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive an average of 90 minutes of preparation time per week.
- D.4.2 **Effective September 1, 2007**, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive 90 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
- D.4.3 Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

ARTICLE D.11

MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in the district, the employer and the local shall meet, no later than **ten (10) working days from a decision of the employer to implement a middle school program, in order to** negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to 5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. 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 fifteen (15) working days of the arbitration concluding.

6. Where a middle school program has been established on or prior to the ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

## **LETTER OF INTENT**

**Between**

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

**and**

**British Columbia Public School Employers' Association**

### **Re: Formalization of Middle School Provisions**

Where a middle school program has been operating in a district without a formal agreement, the ~~parties~~ **local and the employer** shall modify the Collective Agreement, **in a Letter of Understanding signed by the provincial and local parties**, to incorporate the terms under which the middle school program has been operating.

Should the ~~parties~~ **employer and the local** be unable to agree, by March 01, 2007, on the terms under which the middle school program has been operating, either party may refer the outstanding issues to expedited arbitration as set out in article D.11.5.c.

In such a case, the jurisdiction of the arbitrator shall be confined to a determination of the terms that most accurately reflect the practice in the district with respect to the operation of the middle school program in a school or schools.

**Revised Proposal BCTF June 19, 2006 (over revised proposal from June 5, 2006)**

**(June 25, 2006 – Change is to add the Note)**

**ARTICLE G.1**

**PORTABILITY OF SICK LEAVE**

- 1. Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.**
- 2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the collective agreement as it applies in that district.**

***(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)***

**Revised Proposal June 19, 2006 – BCTF – (Over Union proposal U#22 – April 24, 2006)**

(June 25<sup>th</sup> – Only changes over June 19<sup>th</sup> proposal – Deleted reference to “agreement of the parties” in the note)

**ARTICLE G\_**

**COMPASSIONATE CARE LEAVE**

1. For the purposes of this article, “**immediate** family member” means a spouse, including a same sex partner, child, parent, spouse’s parent, guardian, sibling, grandchild or grandparent of the employee and any person who lives with an employee as a member of the employee’s family.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks **or such other period as provided by the Act**. Such leave shall be taken in units of one or more weeks.
3. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
4. ~~When an employee takes compassionate care leave pursuant to the Employment Standards Act and this article, and is entitled to Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, the employer shall pay the employee:~~
  - a. ~~one hundred percent (100%) of her/his current salary for the first two (2) weeks of the leave; and~~
  - b. ~~for up to an additional six (6) weeks, one hundred percent (100%) of her/his current salary less any amount received as Employment Insurance benefits, where the employee is in receipt of benefits pursuant to Section 22 of the Employment Insurance Act.~~
5. The employee’s benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. ~~The employer shall continue to pay the employer’s share of pension contributions for the duration of the leave.~~ **The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.**
7. Seniority shall continue to accrue during the period of compassionate care leave.
8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

9. ~~When an employee takes compassionate care leave pursuant to the Employment Standards Act and this article and is not eligible for EI benefits, the employer shall pay the employee one hundred percent (100%) of her/his current salary for the period of leave.~~

*(Note: The definition of “immediate family” in clause 1 above, shall incorporate any expanded definition of “immediate family” that may occur through legislative enactment.) ~~or the agreement of the parties~~.*



**LETTER OF UNDERSTANDING**

**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 district, and continuing until 3 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 in this letter permits the local parties to make amendments to common provincial language.
3. Finally, we confirm that 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 for facilitation and resolution.

## **PROVINCIAL ARTICLES HOUSEKEEPING COMMITTEE**

4. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.
5. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.
6. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND:**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

7. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of \$200,000 to utilize outside actuarial or other required consulting services.
8. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit.
9. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

**Letter Of Understanding**

**Between:**

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

**And:**

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

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.