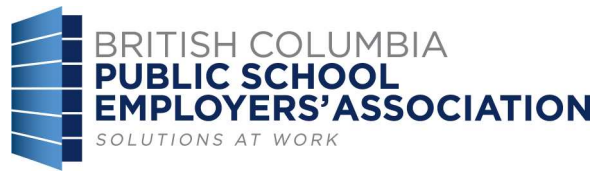


**Teacher Bargaining Framework 2013
and the Current Teacher–Public School
Employer Bargaining Model**
Discussion Resource



The BC Public School Employers' Association (BCPSEA) supports public education through innovative human resource practices, partnerships, and services. As the multi-employers' association, accredited bargaining agent, and human resource service agency for the province's 60 public boards of education, we provide a full range of human resource services with a focus on the development, coordination, and facilitation of human resources best practices.



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Introduction

In late January, *The Pursuit of a Long-term Agreement: Teacher Bargaining Framework 2013* was released as a BCPSEA resource/discussion paper on the provincial initiative referred to as Working Together for Students: A Framework for Long-Term Stability in Education (Toward a 10-Year Agreement with Public School Teachers. Following the May 2013 provincial election the Ministry of Education began working toward the development and implementation of the concepts contained in the Framework. This paper provides the basis for discussion on matters related to the Framework and the current teacher-public school employer collective bargaining model.

The key elements of the proposed Framework are:

- 10-year agreement
- Creation of a new Priority Education Investment Fund (“PEIF”) to include:
 - Annual funding from PEIF for education priorities, such as class size and composition and other investment needs;
 - Direct input from BCTF and trustees regarding how funding is used, through a new Education Policy Council; and
 - Avenues to address funding issues frequently raised in bargaining not necessarily linked to working conditions or terms of employment
- Creation of an Education Policy Council
 - Teacher input to funding for priority issues;
 - Education policy table to assist in government decision making
 - Formal role for teachers as “a partners with government, ideally meaning these issues no longer need to be addressed at the bargaining table”.
- Indexing teacher compensation to the index of other major public sector labour groups (nurses, college faculty, and BC government employees). Indexing to be based on a “consultative process between the government and the BCTF” and negotiations regarding the distribution of the indexed amount.
- Bargaining process (changes below described in the paper as allowing teachers “full right to strike”; government negotiating directly with BCTF on provincial matters; and clear timelines and structures providing “a balance between certainty and the potential for a voluntary agreement”) with the following elements:
 - Bargaining starts between March 1 and April 1
 - If no agreement by June 15, Minister of Labour to appoint special mediator
 - If no agreement by June 30, mediator reports out publicly

- If no agreement by July 15, mediator issues recommendations
- Recommendations become agreement if not rejected by either party by July 25
- If Govt. rejects recommendations, alternative offer by August 7
- If BCTF rejects, must issue strike notice by August 31. If not, mediator's recommendations or government's alternate offer deemed to be accepted.
- Schools do not open if strike notice issued, unless BCTF agrees not to disrupt school operations until settlement reached.

The Current Statutory Framework

1. BCPSEA is established pursuant to section 6 of the *Public Sector Employers Act*, RSBC 1996, c. 384 (“*PSEA*”).
2. Sections 6(1) and (4) of the *PSEA* require that an employers’ association be established for each of several sectors and that employers within those sectors become and remain members of those employer organizations. BCPSEA is the employers’ organization for a sector that includes all employers covered by the following definition:

a board of school trustees as defined in the *School Act* or a francophone education authority as defined in that Act. (*PSEA*, section 1(c))
3. Section 4 of the *PSEA* continues the Public Sector Employers’ Council with functions that include “to set and coordinate strategic directions in human resource management and labour relations... consistent with cost efficient and effective delivery of services in the public sector”.
4. The 60 member boards of education are corporations governed by elected trustees created and governed by the *School Act* and are employers of all school board personnel including unionized teachers.
5. The *Public Education Labour Relations Act*, RSBC 1996, c. 382 (“*PELRA*”) established a provincial bargaining structure for the K-12 public education sector in 1994. Among other things, *PELRA* established BCPSEA and BCTF as the respective bargaining agents in the sector as follows:

Employer bargaining agent

4 For the purpose of bargaining collectively with a teachers' teachers' association or a support staff teachers' association, the employers' association

(a) is deemed to be the accredited bargaining agent for every school board in British Columbia, and

(b) has exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement.

Teacher bargaining unit

5 (1) For the purpose of teacher collective bargaining, the bargaining unit is deemed to consist of all teachers and all francophone teachers, as defined in the *School Act*, and includes those employees of a school board referred to in Schedule 1 or included in the bargaining unit under subsection (2).

(2) The Labour Relations Board may include additional employees in the bargaining unit or exclude employees from the bargaining unit if it considers that the inclusion or exclusion of the employees would be consistent with the purposes of this Act.

Employee bargaining agent

6 (1) For the purpose of teacher collective bargaining, the British Columbia Teachers' Federation

(a) is deemed to be the certified bargaining agent for the employees in the bargaining unit, and

(b) has exclusive authority to bargain collectively for the bargaining unit and to bind it by a collective agreement.

(2) Despite subsection (1), sections 18, 19 and 33 of the *Labour Relations Code* with respect to the change of bargaining agents and revocation of bargaining rights apply to teachers' association representation of the bargaining unit. (emphasis added)

6. In addition to subsection 6(2) quoted above, *PELRA* confirms that the *Labour Relations Code* (the "Code") continues to apply to teacher bargaining except to the extent that the Code conflicts with *PELRA*. The Code requires that certified unions and employers bargain in good faith and make every reasonable effort to conclude a collective agreement (section 11).
7. The Labour Relations Board certified BCTF as the exclusive bargaining agent for the provincial bargaining unit of teachers created by *PELRA* and cancelled the previously held certifications of Local Associations of the BCTF: BCPSEA, BCLRB No. B270/95.
8. *PELRA* and the Code together then require that BCTF and BCPSEA must bargain in good faith to reach a teachers' collective agreement.
9. *PELRA* also includes the following requirements for the organization of provincial collective bargaining:
 - a. BCPSEA and BCTF must designate provincial matters (including all cost provisions) and local matters (s. 7(2) and (3)); See Appendix 2 for the current matters may be bargained at local teacher union- individual school board bargaining table and those that may be bargained at the provincial BCTF-BCPSEA bargaining table.
 - b. BCPSEA must establish policies and procedures for delegation of authority to school districts to enter into local agreements with local teachers' associations on local matters (s. 8(1));

- c. BCTF must establish policies and procedures with respect to delegation of authority to teachers' associations to enter into local agreements with school districts on local matters (s. 8(2));
 - d. Delegated local matters on which a school district and local teachers' association are unable to agree may be referred to Provincial bargaining (s. 8(3)); and
 - e. BCTF and BCPSEA may not delegate authority to declare or authorize a strike or lockout (s. 8(4)).
10. Appendices 1 and 2 to the provincial collective agreement designate provincial and local matters for collective bargaining purposes pursuant to *PELRA* sections 7(2) and (3). In 1995 the first order of business was for provincial parties to negotiate which matters would be dealt with at each local bargaining table and which matters would be negotiated provincially in accordance with the Act:

7 (1) The collective agreement entered into under this Act with respect to teachers must include all Provincial matters and local matters that have been agreed on by the parties.

(2) Subject to subsection (3), the employers' association and the Provincial union must designate the Provincial matters and local matters to be determined by collective bargaining.

(3) All cost provisions, within the meaning set out in subsection (4), are deemed to be Provincial matters.

(4) In subsection (3), "cost provisions" includes all provisions relating to

- (a) salaries and benefits,
- (b) workload, including, without limitation, class size restrictions, and
- (c) time worked and paid leave,

that affect the cost of the collective agreement.

(5) If the employers' association and the Provincial union are unable to agree on a designation under subsection (2) in the negotiations for the first Provincial agreement only, on the request of both parties or on his or her own motion, the Minister of Skills, Training and Labour may appoint a person to arbitrate a dispute with respect to the designation.

In April 1995, the BCTF and BCPSEA completed the provincial–local “split of issues.” All substantive issues, including monetary provisions, were placed at the provincial table. Both parties interpreted cost provisions broadly, with the result that local matters were those with limited importance in terms of working conditions and those with no monetary impact.

Only one matter was submitted to arbitration in accordance with section 7(5). The matter that went before Arbitrator Allan Hope on June 26, 1995 was whether the evaluation of teachers' teaching performance should be considered a provincial or a local matter; that is, whether or not evaluation provisions should be negotiated provincially or locally. Arbitrator Hope issued his decision on August 21, 1995, stating that he agreed “with the submission of

the PSEA that evaluation standards constitute a basic policy issue that should be negotiated at the provincial level,” as local parties have no means of resolving a bargaining impasse other than to refer the issue to the provincial table. There is a strong possibility, if not a likelihood, that this issue, having emerged as a policy issue in the eyes of the parties, would continue to elude satisfactory resolution at the local level and would thus be propelled haphazardly to the provincial table in the form of a series of local bargaining issues” (Hope, 1995).

The split of issues would remain unchanged until December 2012 when the parties, through the Agreement in Committee (AiC), amended the original split of issues to include a select number of provincial matters within the local bargaining scope (see Appendix 1 for the split of issues).

11. BCPSEA’s approved bylaws require its Directors to follow certain principles with respect to delegation of authority to school boards for local matters involving teachers’ associations, consistent with its section 8(2) *PELRA* obligation.
12. The BCPSEA bylaws address conflict of interest with respect to the work of the association and BCPSEA Trustee Representatives:

2.3 Each member school board shall appoint one representative to the Association, who must be a trustee of the member school board. Each school board member shall notify the Association in writing of the name and address of its representative.

2.4 No person with a direct or indirect pecuniary interest, within the meaning of the School Act, in teacher or support staff collective bargaining, is eligible:

- a. to be elected to the Board of Directors of the Association*
- b. to represent a member at any general meeting of the Association*
- c. to represent a member at any other function of the Association*

13. With respect to the development of bargaining objectives and the conduct of teacher bargaining, the BCPSEA Board of Directors seeks guidance from the Representative Council(s) designated for that purpose:

5.1 In addition to the annual general meeting, a special general meeting, known as the Representative Council, shall be held at least once every year and more frequently if the Board of Directors so determines.

5.2 During years when collective bargaining is scheduled with teachers, at least one Representative Council meeting shall be held to discuss bargaining objectives.

14. The BCPSEA Bylaws require that a provincial collective agreement be ratified through a weighted voting method. The agreement is comprised of the provincially negotiated items and the 60 local matters agreements. Local matters are first ratified by each local district and then by the BCPSEA Board of Directors. Both the provincial matters and the local agreements form the provincial collective agreement.

1.3 The Bylaws provide for three situations in which the weighted voting method is used:

- a. amendments to the Constitution and Bylaws (Bylaw 6.15)

- b. election of Directors at the Annual General Meeting (Bylaw 7.8)
- c. ratification of a province-wide collective agreement for teachers (Schedule 2).

1.4 A member school board that has the total student enrolment in its school district referred to in Column 1 shall, on a resolution referred to in section 3 in this Schedule, have the number of votes referred to in Column 2:

Column 1	Column 2
Fewer than 400 student full-time equivalents	1 vote
400 to 999 student full-time equivalents	2 votes
1,000 to 1,999 student full-time equivalents	3 votes
2,000 to 5,999 student full-time equivalents	4 votes
6,000 to 11,999 student full-time equivalents	6 votes
12,000 to 17,999 student full-time equivalent	8 votes
18,000 to 23,999 student full-time equivalent	10 votes
24,000 to 29,999 student full-time equivalent	12 votes
30,000 and over student full-time equivalents	14 votes

Considerations and Discussion

Provincial and Local Matters

Consider:

- The origin of the current split of issues — the matters that can be the subject of collective bargaining at local tables and those that can be the subject of provincial bargaining — dates back to the mid-1990s with the advent of PELRA.
- Provincial items (referred to as Appendix One matters) are currently negotiated by BCPSEA and the BCTF. Since 1995, the parties have incrementally achieved a higher degree of standardization on these items. This started with provisions common in any collective agreement such as grievance procedures, union membership, bargaining authority etc., and moved to the standardization of compensation provisions.
- Although the BCTF had previously maintained a strong position regarding a return to local bargaining on most matters, this ceased to be the case in 2011 when the BCTF tabled their proposals for a change to the split of issues. Although this was a contentious issue in the last round of bargaining, it was resolved with the conclusion of the collective agreement in 2012 as the modest change to the split of issues through the AiC. The current bargaining mandate of the BCTF places no priority on further changes to the split of issues.

- With BCPSEA as the accredited bargaining agent, all disputes are subject to BCPSEA oversight. Districts have access to staff resources/expertise and dispute management/resolution is coordinated. BCPSEA takes carriage of all provincial matters. Local matters are coordinated by the association and BCPSEA takes carriage of those matters that have provincial implications. Strictly local or district-specific matters are the district's responsibility.

For Discussion

If the authority to bargain is transferred does this transfer of authority also apply to the resolution of grievances and the carriage of litigation?

Creation of a Bargaining Mandate

Consider:

- Generally speaking the bargaining mandate for K-12 public education employers comes from three sources. Those three sources, when taken together, represent a general agreement on what needs to be achieved in a particular round of bargaining and is the source of the mandate to BCPSEA, the basis of the bargaining plan and the foundation of what is ratified when an agreement is achieved.
 - Employer matters
 - PSEC compensation mandate
 - Subjects of public policy that have employment implications (Ministry of Education)

It is the responsibility of BCPSEA to balance the interests of school districts as employers with those of government as the makers of public policy and primary funder.

- The BCPSEA bargaining mandate is established through technical/strategic analysis, extensive district consultation, and liaison with government representatives. This work culminates with a Representative Council and a general agreement on the bargaining direction. In the interest of true co-governance, both the mandate and the ultimate direction in bargaining represent the collective interests and tolerance for pressure by both parties. By virtue of the Representative Council, all employers are party to the bargaining process. This reality increases the level of support from employers and reduces the likelihood of non-ratification or a lack of support by this group.

For Discussion

If the bargaining forum changes, how is the bargaining agenda created and is there a formal agreement ratification process? For the purpose of this exercise, who is the bargaining agent?

Bargaining Authority

Consider:

- *PELRA* expressly establishes BCPSEA as the accredited bargaining agent for the boards of education that employ teachers with the "exclusive authority" to bargain and bind boards to collective agreements. "Exclusive authority" to bargain means that BCPSEA represents all

the school district members of BCPSEA and has the legal authority and exclusive right to negotiate with the union bargaining agent in collective bargaining matters.

- BCPSEA has the authority to delegate its bargaining authority, but only to its member boards of education that employ teachers and only respecting local matters. BCPSEA has no statutory authority to delegate its bargaining authority to other parties, including government.
- BCPSEA is subject to the oversight of PSEC to set and coordinate strategic directions in labour relations as noted above, which typically occurs through bargaining mandate and directions along with PSEC /ministry involvement in bargaining.

For Discussion

Can another agency, entity, or group assume or be delegated the bargaining agency that arises out of PELRA?

While BCPSEA may be properly considered or treated as one of several “stakeholders” in the public education sector for various purposes, that is not an accurate depiction of its status in the context of collective bargaining with the BCTF. Collective bargaining must, by virtue of *PELRA* and the BCTF certification issued pursuant to the same, be conducted by the two exclusive bargaining agents.

It is, of course, permissible for government to, through PSEC or otherwise, exercise considerable influence over BCPSEA’s bargaining mandate and approach. Government may, for example, attend at and participate in bargaining, and may require BCPSEA to report to certain government representatives about certain matters at certain times.

Further, *PELRA* does not dictate how BCPSEA will conduct bargaining (other than bifurcating provincial and local matters and addressing delegation of authority for the latter). In particular, BCPSEA is free to appoint whomever it wishes to act as spokesperson in bargaining and that spokesperson need not be an employee of BCPSEA. That spokesperson is, however, required to take direction for the conduct of bargaining in accordance with directions from the BCPSEA Board.

Absent statutory amendment, *PELRA* does not permit government to assume conduct of collective bargaining by appointing its own negotiator to act as chief spokesperson with BCTF in place of BCPSEA. It is BCPSEA, not government or any other party, which is authorized to appoint the negotiator or spokesperson tasked to conduct collective bargaining by virtue of its status as exclusive statutory bargaining agent.

Appendix 1: Designation of Provincial and Local Matters

The BCTF and BCPSEA agreed to what matters could be the subject of local bargaining and those that could be the subject to provincial bargaining designation on May 31, 1995. The split of issues would remain unchanged until December 2012 when the parties, through the Agreement in Committee (AiC), amended the original split of issues to include the following as local matters:

- Local Dues Deductions
- Staff Representatives
- Right to Representation
- Staff Orientation
- Copy of Agreement
- Layoff-Recall
- Space and Facilities
- Services to Teachers
- Inner City Schools
- Posting Vacant Positions
- Filling Vacant Positions
- Offer of Appointment to the District
- Parental Complaints
- Transfers.

The split of issues was clarified and formalized with the signing of an amended Letter of Understanding No.1 on March 8, 2013 to incorporate the changes contemplated by the AiC.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

I. Re: Designation of Provincial and Local Matters

1. 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.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA
4. Timing and conclusion of local matters negotiations:
 - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.
 - b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.
 - c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
 - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
 - b. Agreements on provincial matters shall be ratified by the provincial parties.
6. Effective date of local matters items:
 - a. Agreements ratified 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.

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 - 1.36 *Definition of Teachers, Itinerant Teachers*
- 2. NOTE: Re: Selection of Administrative Officers, See Addendum B.
- 3. Non-sexist Environment
 - 3.16 *Non Sexist Environment*
- 4. Sexual Harassment
 - 3.15 *Harassment - Sexual; Personal Harassment*
- 5. Harassment
 - 3.14 *Harassment of Teachers*
- 6. Falsely Accused Employee Assistance
 - 2.4 *Falsely Accused Employee*
- 7. Violence Prevention in Schools
 - 3.47 *Acts of Violence Against Teachers*
- 8. Criminal Record Checks
 - 1.111 *Criminal record checks*
- 9. 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*

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- 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)*
- 5. 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*

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- 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*

March 5, 2013 – Provincial

III. 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

Teacher Bargaining Framework 2013 and the Current Teacher-Public School Employer Bargaining Model
Discussion Resource

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
3.52 Chief Delegates, Union Staff Representatives, Representation,
- IV. Due Process Right to Representation
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

Section B — Salary and Economic Benefits

1. Purchase Plans for Equipment
4.27 Computer Purchase
2. Payroll Deductions

Teacher Bargaining Framework 2013 and the Current Teacher-Public School Employer Bargaining Model
Discussion Resource

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 C— Employment Rights

1. Layoff-Recall

1.100 *Layoff, Termination, Re-Engagement*

2. 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*

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. Posting Vacant Positions

1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting
& Filling Vacant Positions*

Teacher Bargaining Framework 2013 and the Current Teacher-Public School Employer Bargaining Model
Discussion Resource

- 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*

- 2. 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. Offer of Appointment to the District
 - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*

- 4. Positions and Assignments - referenced to Definition

- 5. Personnel Files
 - 4.20 *Personnel Files*

- 6. School Act Appeals
 - 4.25 *Appeal by Students/Parents Under School Act*

- 7. Board Policy
 - 4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*

- 8. No Discrimination
 - 4.35 *Discrimination*

- 9. Race Relations
 - 4.33 *Multiculturalism; Race Relations*

- 10. Gender Equity
 - 4.36 *Gender Equity*

- 10.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

- 11. 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*

- 2. First Nations Curriculum
 - 4.12 *First Nations - Indian Studies Curriculum*

- 3. Women's Studies
 - 4.31 *Women's Studies*

Teacher Bargaining Framework 2013 and the Current Teacher-Public School Employer Bargaining Model
Discussion Resource

4. Committees
 - 4.8 *Committee - Professional Relations*
 - 4.19 *Parent Advisory Council*
 - 4.48 *Joint Studies, Liaison, Employment Relations Committee*
5. Fund Raising
 - 4.13 *Fund Raising*
6. 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 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”