REPORT AND RECOMMENDATIONS FOR SETTLEMENT

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOLS EMPLOYERS' ASSOCIATION [BCPSEA]

[THE "EMPLOYER"]

AND

BRITISH COLUMBIA TEACHERS' FEDERATION [BCTF]

[THE "UNION"]

SUBMISSIONS:

BCPSEA	OCTOBER 11, 2019 AND OCTOBER 18, 2019
BCTF	OCTOBER 12, 2019 AND OCTOBER 18, 2019

REPORT BY:

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MEDIATOR
LABOUR RELATIONS BOARD OF B.C.

SUBMITTED TO THE PARTIES ON NOVEMBER 1, 2019

This report is made pursuant to Section 74(5) of the *Labour Relations Code (the "Code").* The parties to this dispute are the British Columbia Public School Employers' Association (BCPSEA) and the British Columbia Teachers' Federation (BCTF).

INTRODUCTION

The Union is certified to represent all teachers as defined in the *School Act,* employed by all School Boards as defined in the *School Act* in the province of British Columbia which include employees set forth in the certifications granted by the Labour Relations Board of British Columbia.

Following fifty-one (51) days of bargaining, three (3) non-monetary proposals, a Protocol Process, Notice of Estoppel of Issues and Facilitated Local Impasse Process were resolved. As a result the Employer applied for mediation on June 18, 2019 under Section 74 of *the Labour Relations Code* (the "*Code*"). I was appointed the same day to assist the parties in reaching a renewed Collective Agreement.

I met with the parties in mediation for sixteen (16) days between July 2, 2019 and September 27, 2019. The parties exchanged several proposals on the outstanding issues but no agreement could be reached.

On September 27, 2019, BCPSEA requested I provide a report to the Associate Chair and the parties under Section 74(5) of the "*Code*".

This report contains three sections:

a) Background, Glossary of terms and Chronology of Relevant Events;
b) Submissions by the Parties;
c) Recommendations for a renewed collective agreement between the parties;

I feel that it is important to review the background of the relationship between the parties to gain a better understanding of the current state of collective bargaining relationship between them.

I would like to acknowledge the very useful information contained in "Conflict without Compromise: The Case of Public Sector Teacher Bargaining in British Columbia" by Sara Slinn as a reference document used in the development of the background information

BACKGROUND

1987 saw significant changes with the BCTF being recognized as a trade union, a limited right to strike or lockout, and a wider scope of matters that could be bargained were introduced into the labour legislation in the province of B.C.

These changes resulted from the BCTF's challenge to the existing statutory exclusion of teachers from full collective bargaining rights as a violation of teachers' *Charter* rights of free association and to liberty and security of the person.

As the Social Credit government of the day under Premier Vander Zalm grew concerned that the challenge would be successful, it pre-empted the court decision with the introduction of new legislation. Under Bills 19 and 20, the legislation saw the inclusion of teachers under the *Industrial Relations Reform Act* with the right of teachers to unionize and engage in collective bargaining with their employers, the school boards. With this change came the exclusion of Principals and Vice-Principals from the bargaining process that they were previously part of.

The bargaining mandate was increased to include salary and working conditions. However, under Bill 20 the negotiation of teacher appointments, appointments of education support workers, and the assignment of teaching duties to Principals and Vice-Principals were all prohibited. It also removed mandatory membership in the BCTF. The BCTF responded with an organizing campaign which saw successful certification in every school district.

From 1988 to 1994, the school districts and BCTF Local Unions negotiated district by district, provisions governing class size, class composition, the ratios of non-enrolling teachers (teacher librarians, counsellors, learning assistance teachers, special education resource teachers and ESL teachers) and other workload issues.

In 1990, school districts lost their funding through the taxing authority and became subject to the government's provincial education equalization funding program (*School Amendment Act 1990*).

In 1994, the structure of public sector labour relations in British Columbia was changed when the Provincial Government imposed a centralized and coordinated two-tier bargaining structure on each segment of the public sector [*Public Education Labour Relations Act 1994 (PELRA)* and *Public Sector Employers Act (PSEA)*] and in the K-12 Education system, *BC Public Schools Employers' Association (BCPSEA*) with oversight from *Public Sector Employers' Council (PSEC*).

These changes were partially motivated by concern over the past experience with local bargaining in K-12 education and the perception local bargaining resulted in school boards being forced to accept unaffordable collective agreements.

PELRA created a single province wide teachers bargaining unit, and established BCTF and BCPSEA as bargaining agents for all K–12 public school teachers and school boards in the province. All provisions that affected the cost of the collective agreement [wages and working conditions, time worked and paid leave are examples] were statutorily required to be bargained at the Provincial table. Provisions relating to working conditions with no cost implications were to be bargained at Local tables with the bargaining agents designating which bargaining issues would be provincial or local.

With most of the collective agreements expiring June 30, 1994, the new bargaining process came into effect.

However, *PELRA* did not provide any guidance on how the seventy-five (75) collective agreements between BCTF and the school districts would be merged into one master agreement. This distinguished education from healthcare. *PELRA* also did not require the 1995 bargaining process to reach agreement on that issue. This created situations in the future where collective bargaining would result in impasse rather than the conclusion of a bargained collective agreement.

From the commencement of the new bargaining process, the parties put forward proposals that resulted in BCPSEA taking a "blank slate" starting position and the BCTF taking a "no concessions" starting position.

In April 1995, the parties reached agreement on the provincial – local split of issues which are currently contained in Letter of Understanding No. 1 [*Appendix 1 – Provincial Matters and Appendix 2 – Local Matters attached to the 2013 – 2019 collective agreement*] which would result was only matters of limited importance to working conditions and no-cost implications would be bargained locally. One outstanding issue on Teacher Evaluation was submitted to Arbitrator Hope, who determined that this matter would be negotiated at the provincial table.

As predicted, the parties were unable to reach agreement and with the threat of an imposed collective agreement looming the Provincial Government intervened by engaging the BCTF in direct discussions. As a result of those actions compelled the BCTF and BCPSEA to reach, agreement on a Transitional Collective Agreement in May 1996 which rolled over the pre-existing local agreements, except for a two percent (2%) salary increase and other agreed-upon provisions. The TCA had an effective date of June 17, 1996 and expired June1998 with a requirement to restart negotiations in March 1997. While many school boards opposed the proposal due to its cost implications, in the end both parties ratified the TCA.

On December 1, 1996, the provincial government amalgamated several school districts reducing the number from seventy-five to sixty. However, the Local unions remained under the certifications that were in place prior to the amalgamation.

Through discussions between the School Districts and Local Unions some Local Unions amalgamated and adopted one version of the collective agreement while others did not.

The next round of bargaining commenced in 1997 with each party maintaining their "blank slate" and "no concessions" positions. Following the intervention of government negotiating directly with the BCTF (without the knowledge of BCPSEA), PSEC and BCTF reached an *Agreement in Committee (AIC)* for a term of three years expiring in 2001 which contained all the provisions of the *AIC* except for wage increases, improved staffing ratios, class size reduction, a Memorandum of Agreement on K-3 class size and funding for reduced class sizes. It should be noted that the ratification of the *AIC* was a result of the BCTF members voting in favour of the agreement, while the school districts objected to the *AIC* due to the uncertainty of regulation of costs and subsequently rejected it. When BCTF refused to return to the bargaining table the government introduced Bill 39 imposing the terms and conditions contained in the *AIC*.

The round of bargaining commencing in 2001 soon ran into difficulties. The BCTF characterized BCPSEA's proposals as "concessionary" and "contract stripping". This led to a work stoppage in October. The following month, the BCTF began the withdrawal of non-essential services, the first of three phases of job action. The threat of withdrawal of teachers from classroom instruction was next with an early 2002 withdrawal of supervision for extracurricular activities. This resulted in the first implementation of an Essential Services Order by the Labour Relations Board in a teachers' dispute.

The following quote sums up the collective bargaining process:

> "In summary, the past sixteen years of teacher collective bargaining have not resulted in a happy legacy. One individual who had participated in several rounds of collective bargaining put a point on this by stating "nobody does it as badly as we

do." No party seems to believe that the existing structure, unchanged, can lead to successful collective bargaining.

The appointment of two highly experienced labour relations experts, Richard Longpre and Stephen Kelleher, failed to resolve the issues. In early 2002, the provincial government introduced legislation "that represented a new agenda for dealing with public sector workers in the fields of education and health services by way of Bills 27, 28 and 29. These were unionized workers and the legislation dealt with matters that were the subject of collective agreements": *British Columbia Teachers Federation v. British Columbia 2011 BCSC 469 ("BCTF 2011").* Bills 27 and 28 related to education, while Bill 29 related to the health sector. *Bill 27 was enacted and became the Education Services Collective Agreement Act 2002 ("ESCAA") and Bill 28 was enacted and became the Public Education Flexibility and Choice Act 2002 ("PEFCA").*

I note at this point that the BCTF filed constitutional challenges to both pieces of legislation which were held in abeyance while a similar challenge to Bill 29 in the health sector proceeded through the courts. In *BCTF 2011,* the court described the 2002 government legislature agenda as follows:

> In this case the legislation dealing with teachers was modelled on the same provincial government theory as in *Health Services*, namely, that the government had the right to impose legislation which unilaterally overrode provisions of existing collective agreements, and which prohibited collective bargaining on the same subject matters in the future. The legislation was enacted without any prior consultation with the teachers' union (para. 8)

Bill 28 substantially reduced the scope of teacher bargaining. It provided the right of School Boards to establish matters such as class size and composition, course assignment, length of the school day, workload and staffing ratios, voiding of overriding collective agreement provisions that were inconsistent. It also provided for the appointment of an arbitrator, who, in August 2002, issued a decision deleting extensive provisions in the collective agreement that he concluded were in contradiction to the legislation. As a result , many learning conditions that had been central to teacher bargaining were now excluded from bargaining and subject to unilateral decisions by government and / or employer policy.

In January 2004, the arbitrator's decision was quashed by the B.C. Supreme Court in British Columbia Teachers' Federation v. British Columbia Public School Employers' Association, 2004BCSC86. However, in response, government enacted the *Education Services Collective Agreement Amendment Act 2004 (the "Amendment Act")* which restored the arbitrator's decision and deleted provisions of the agreement dealing with working conditions.

The "stripping" of the collective agreement provisions through legislation created a situation where no collective agreement would be freely negotiated without government or third party intervention. The next round of bargaining in 2004 demonstrated the limits of bargaining in an environment of amplified government oversight and legislative intervention. There was a lengthy illegal strike province wide by teachers.

BCTF tabled proposals for the restoration of the working and learning condition provisions, restoring full collective bargaining and increased salaries while PSEC had set a "net zero" mandate. A report to government identified what was known already to be the key issues for the BCTF and coupled with PSEC's mandate, concluded that there was no possibility for a voluntary collective agreement to be reached. Rather government passed Bill 19 to quash the arbitral award, declared that the report confirmed that the system was broken, and the province would not see a negotiated settlement until the system was fixed. Shortly thereafter, government passed Bill 12 renewing the expired collective agreement until June 30, 2006.

With the passing of Bill 12, government appointed an Industrial Inquiry Commissioner (IIC) to develop a new bargaining process to be instituted for the resumption of negotiations. Vince Ready, a well-respected Mediator/Arbitrator was appointed. The Commissioner concluded that discussions had reached an impasse and issued a report with recommendations conditional on prompt votes being conducted and an expeditious return to work by the teachers. His report and non-binding recommendations included harmonizing salary grids, benefits, teachers on call, and class size and composition. Also contained in the recommendations was a provision that the government and BCTF engage in ongoing discussion on teaching issues. Both parties accepted the recommendations and the teachers returning to work the next day.

In 2006, several factors added pressure to the government. The 2009 upcoming provincial election, 2010 Vancouver Winter Games and the 150 public sector collective agreements that were set to expire in 2006. The passage of Bill 33 established class size limits for grades 4 – 12, limits on the number of special needs students in classrooms and requirements for consultation with parents and teachers on class size and composition. This was coupled with an unexpected surplus that allowed PSEC to establish a new, flexible Negotiations Framework that included several incentives and signing bonuses for agreements reached prior to the expiry of their collective agreements.

Negotiations between BCPSEA and BCTF were closely managed by Commissioner Ready and Irene Holden. For the first time government appointed a representative from *Public Service Agency* to present the government position on its mandates and policy in negotiations. Just prior to the expiry of their collective agreement, BCPSEA and BCTF reached a tentative agreement based on a term of five (5) years.

In his report issued in 2007, Commissioner Ready considered the bargaining process and whether there were alternatives that could improve upon or amend the existing one. He concluded it was not the format or process for bargaining but rather the ability of the parties to commit it to and that the support of a mediator/facilitator resulted in the mandate being understood and accepted.

He stated that he was reluctant to recommend changes to the process or structure and cautioned treating teacher bargaining as distinct from other sectors.

In 2007, the Supreme Court of Canada issued its decision in *Health Services and Support – Facilities Subsector Bargaining Assn. v. British Columbia 2007 SCC ("Heath Services").* In *Health Services,* the Supreme Court of Canada struck down a number of provisions in the *Health and Social Services Delivery Improvement Act (Bill 29)* as unconstitutional because it interfered with the workers' freedom of association guaranteed by Section 2(d) of the *Charter.* The Court found that good faith negotiations and consultation were protected under Section 2(d)and that certain parts of that legislation substantially interfered with those rights.

In BCTF 2011, the B.C. Supreme Court found that most, but not all, of Bills 27 and 28 were unconstitutional as they violated the right to associate and engage in collective bargaining under Section 2(d) of the *Charter.* The BCSC suspended its declaration of invalidity for twelve months to give the parties time to address the repercussions of the decision. The government did not appeal the decision. After the twelve months expired, the government enacted virtually identical legislation in Bill 22, the *Education Improvement Act* (the "*EIA*") which came into force on April 14, 2012. The BCTF successfully challenged the legislation in the B.C. Supreme Court: *BCTF v. British Columbia 2013 BCSC 121 ("BCTF 2014").* That decision was overturned by the Court of Appeal in 2015 BCCA 184 with dissenting reasons given by I.T. Donald, J.A. The Supreme Court of Canada allowed the BCTF's appeal "substantially for the reasons given by Justice Donald: 2016 S.C.J. 49.

The Supreme Court did find that the merging of local collective agreement schedules following a merger of School Districts did not violate the freedom of association.

Briefly, in January 2014 Justice Griffin found that sections of the *EIA* were contrary to the *Charter* in that they infringed upon the teachers' freedom of association and the provisions be struck down and the Working Conditions clauses in the collective agreement be reinserted retro –active to 2002.

With a majority of the BC Court of Appeal overturning the decision of Justice Griffin in January 2014, Mr. Justice Donald wrote dissenting reasons, concluding that he agreed with Justice Griffins reasons that the EIA was unconstitutional and that he would issue a remedy under s.24

(1) of the *Charter* directing the "public administrator for BCPSEA appointed under s9.1 of the *PSEA* to reinstate the working conditions into the collective agreement.

BCTF proceeded with an appeal of that decision to the Supreme Court of Canada and on November 10, 2016 reversed the decision of the BC Court of Appeal.

During the period from 2002 to 2017 School Districts staffed schools throughout the province based on terms and conditions of employment dictated by legislation.

Letter of Understanding No. 17 between the parties required the re-opening of the 2013 – 2019 Collective Agreement to negotiate the implementation and / or changes due to the restored language.

In March 2017 the parties agreed to a Memorandum of Agreement dealing with impact of the restored language on Working Conditions. With this Memorandum the parties agreed that it would fully and finally resolve all matters related to the re-implementation of the restored language.

The implementation of Letter of Understanding No. 17 - *Education Fund and Impact of Court Cases – Final Agreement* and the Memorandum of Agreement resulted in funds being created for the restoration of language and its implications as well as the hiring of teachers required to fill vacancies created.

The parties also recognized that while the MOA was an avenue to restore the language to the collective agreement in an expeditious manner, it also created a baseline from where bargaining for the renewal of the 2013 – 2019 collective agreement.

BARGAINING RENEWAL OF THE 2013 -2019 COLLECTIVE AGREEMENT

This round of collective bargaining is complex for a number of reasons. The key factors being:

- the November 10, 2016 Supreme Court of Canada decision; and,
- restoration of the collective agreement language; and,
- the ability to adopt the Sustainable Services Negotiating mandate, and,
- the ability to differentiate between bargaining mandate and budgetary issues.

The Supreme Court decision to restore the language that was removed from the collective agreements was significant. The result is that if either party now desires changes to be made to the collective agreement language, it should happen through the collective bargaining process.

Following that philosophy the development of the Memorandum of Agreement and Letter of Understanding No. 17 to reach agreement on the full and final settlement of the restored language was achieved.

At the onset of the collective bargaining process, bargaining proposals were exchanged to amend various Articles and / or sections of the 2013 – 2019 collective agreement with class size, class composition, non-enrolling teacher ratios and salary improvements being several of the key issues.

The attempt to redefine the agreed –upon split of issues continues to be a significant point of discussion between the parties, with the BCTF attempting to refer issues to the local bargaining tables and BCPSEA attempting to seek standardization of issues at the provincial table.

Through the fifty-eight days of bargaining and sixteen days of mediation, only three agenda issues were resolved. It is evident there is a disconnect between the parties that will not allow them to reach a collective agreement. This has been a consistent theme over many rounds of negotiations. Only one collective agreement since 1987 has been reached without the assistance of a third party or government intervention.

It is clear that the overall state of the relationships in the K-12 system has been negatively impacted by the history of collective bargaining in British Columbia. It would not be particularly beneficial to determine who is to blame for this state. The actions of and decisions made by the parties, BCTF, BCPSEA and governments throughout the period of this report were reasonable in the context in which they occurred. All of the parties have been motivated by an understandable mixture of commitment to the public education system, self-interest and differing views of how the work does and should work.

Rather than look backwards to determine what and why it didn't work, the parties should be looking forward to see if there is a pathway forward where a negotiated settlement is the norm. There must be a pathway created through third party facilitation / mediator assistance to assist the parties.

There remains one major source of tension – the level of funding provided for K-12 with the question of funding running between all K -12 parties. Teachers, school boards, students, parents and the provincial government all have an interest in how the funding is applied. The focus of the K-12 parties should be on the success of the system and the standard of living of those employed in it. The focus of provincial government is to balance the consideration of the K-12 parties against its other considerations such as adequate funding for health care, highways and transportation, income support for those unable to support themselves, putting in place a competitive tax and business climate that will allow British Columbians to sustain a high standard of living, ensuring that the level of taxes paid by the residents of the province is

consistent with their preferences as to the distribution of their tax dollars and how much is left for them to spend on themselves.

The BCTF has stated that all changes to the collective agreement must be made at the bargaining table as is the case in labour relations. Generally collective agreements can be and are modified where the parties agree to and this best reflects the interest of their respective members/ principals.

I feel that there is the ability to address several of the outstanding issues during the term of the renewed collective agreement that would benefit both parties once this process has been completed.

Given the history between the parties, as important as it is to conclude a collective agreement, it is equally important to create an environment where an agreement can be reached. As put forward by the employer, it is their hope that the parties can have assistance to resolve the barriers experienced in this and past rounds of bargaining. It is felt that if they are able to do so, the resulting environment will provide a foundation which will increase the likelihood of the parties being able to reach freely negotiated settlements without continued resort to third party assistance or intervention.

A failure to do so would be a missed opportunity to address the issues such as class size, class composition, teacher salary grids and attraction and retention of teachers from inside and outside the province to meet the needs of the students, parents and communities.

It is with this in mind that I have developed the recommendations attached to this report.

GLOSSARY OF TERMS

1998-2001 Collective Agreement	The collective agreement imposed by *the Public Education Collective Agreement Act*, establishing the AIC as a collective agreement for the term July 1, 1998 to June 30, 2001, including the K-3 Memorandum, and including subsequent amendments agreed to by the parties, including Article A.1, LOU#3, LOU#5, and the 2001 K-3 Memorandum
2001 K-3 Memorandum	An amended *Memorandum of Agreement* governing classes from kindergarten to Grade 3, negotiated between BCTF and BCPSEA on February 7, 2001. It was incorporated into the 1998-2001 Collective Agreement as Article D.2.
AIC	April 17, 1998 Agreement in Committee reached between BCTF and the government but rejected by BCPSEA. It included the K-3 Memorandum. This agreement was implemented by the *Public Education Collective Agreement Act*, for a three year term (1998-2001).
Amendment Act	The *Education Service Collective Agreement Amendment Act, 2004,S.C.C 2004, c.16,* enacted April 2004
BCPSEA	British Columbia Public School Employers' Association
BCTF	British Columbia Teachers' Federation
Bill 27	*The Education Services Collective Agreement Act, S.B.C. 2002c,3 [ESCAA]*, enacted January 2002
Bill 28	*the Public Education Flexibility and Choice Act, S.B.C.2002 c.3 (PEFCA)*, enacted 2002
ESCAA	*Education Services Collective Agreement Act, S.C.C.2002,c.1,* Bill 27
K-3 Memorandum	Memorandum of Agreement covering class sizes for kindergarten to Grande 3 class sizes originally negotiated between BCTF and the government, as part of the AIC in April 1988
LOU #3	Letter of Understanding #3, agreed to in June 1999 by BCPSEA and BCTF, amending the 1998-2001 Collective Agreement with respect to ESL ratios
LOU #5	Letter of Understanding #5, agreed to in June 2000 by BCPSEA and BCTF, amending the 1998-2001 Collective Agreement with repect to non-enrolling and ESL ratios.
PEFCA	*Public Education Flexibility and Choice Act*, S.B.C. 2002, c.3, Bill 28
PELRA	*Public Education Labour Relations Act, S.B.C. 1994, c.21* (now R.S.B.C. 1996, c.382) enacted on June 10, 2004, designating BCPSEA as the Employers' Association and BCTF as the teachers' bargaining agent.
PSEA	*Public Sector Employers' Act*, S.B.C., 1993, c.65 (now R.S.B.C. 1996, c.384) enacted on July 27, 2993
PSEC	Public Sector Employers' Council established under *PSEA*.
Transitional Collective Agreement	Collective Agreement agreed between BCPSEA and BCTF in May 1996, and expiring on June 30, 1998. It provided for a rollover of existing language in the previous local collective agreement.

CHRONOLOGY OF RELEVENT EVENTS AND LEGISLATION

DATE	SUMMARY
1987	Through amendments to *the Industrial Relations Act* and the *School Act*, teachers for the first time gained the right to engage in collective bargaining.
1987-1993	First period of collective bargaining between local teachers' unions (called associations) and school boards. Several collective agreement were reached during this time period.
1993	The Report of the Korbin commission was released recommending changes to the structure of the Public Sector
1993	The *PSEA* was enacted. It established the PSEC. It mandated that employers' associations be established for six public sector employers. Soon thereafter, BCPSEA was formed as the employers' association for public schools.
June 10, 1994	PELRA was enacted, designating BCPSEA as the employer' association for school boards and as bargaining agent. BCTF was designated as the bargaining agenda for public school teachers. PELRA required BCPSEA and BCTF to designate the Provincial matters and local matters to be determined by collective bargaining. Cost provisions, including salaries, benefits, workload and class size restrictions were deemed to be Provincial matters.
April 28, 1996	The Education and Health Collective Bargaining Assistance Act, S.B.C.1996,c.1, came into effect. This allowed for means by which a mediator could impose a collective agreement on the parties.
June 17, 1996	BCPSEA and BCTF concluded the Transitional Collective Agreement in May 1996 with an effective date of June 17, 1996, and expiring on June 30, 1998. It rolled over existing language in the 1993-1994 previous local collective agreements.
December 2, 1996	School districts were amalgamated. The total number of school districts was reduced from 75 to 59.
1998	At the invitation of the parties, the government became involved in collective bargaining between BCTF and BCPSEA. Ultimately the govern negotiated directly with the BCTF.
April 17, 1998	The government and BCTF reached an Agreement in Committee ("AIC") including a K-3 Memorandum of Agreement. It provided for a rollover of other terms of previous local agreements bargained during 988 – 1994. BCPSEA members voted to reject the AIC.
May 4, 1998	BCPSEA, BCTF and the government sign Article A.1 agreeing to continue all of the provisions of the Transitional collective Agreement, unless amended or modified.
June 30, 1998	The Transitional Collective expired.
July 1, 1998	The *Public Education Collective Agreement Act*, S.B.C.1998,c.41 was enacted, imposing a collective agreement on the parties. The collective agreement carried forward the terms of the Transitional collective Agreement as well as the terms of the AIC and K-3 Memorandum , for the term July1, 1998 to June20, 2001.
June 1999	BCPSEA and BCTF signed LOU #3 adding certain common provincial language in the 1998-2001 collective agreement dealing with non-enrolling/ESL ratios.
June 2000	BCPSE and BCTF signed LOU #5 revising the ESL ratios in the collective agreement.
February 2001	BCPSEA and BCTF signed the 2001 K-3 Memorandum of Agreement incorporating class size provisions for these grades into the 1998-2001 collective agreement.

May 10, 2001	A new provincial government was elected.
August 16, 2001	The Skills Development and Labour Statutes Amendment Act, 2001,S.B.C.2001, c.33 was enacted to amend the Labour Relations Code to include education as an essential service.
2001	Period of collective bargaining between BCTF and BCPSEA. BCPSEA was also consulting with new government on potential legislative changes that could reduce the scope of collective bargaining. BCTF was not consulted about the potential legislation.
January 27, 2002	Bill 27, *ESCAA* was enacted.
January 28, 2002	Bill 28, *PEFCA* was enacted.
May 30, 2002	BCTF filed the Charter challenge alleging that teachers' Charter protected rights had been violated with the passage of Bills 27 and 28.
August 30, 2002	Arbitrator issued his decision deleting extensive provisions in the collective agreement pursuant to s.27.1 of the School Act which was added by s.9 of *PEFCA*.
January 22, 2004	Shaw J. quashed the arbitrator's decision *in British Columbia Teachers' Federation v. British Columbia Public School Employers' Association*, 2004 BCSC 86.
April 29, 2004	The *Amendment Act* was enacted. It effectively restored the arbitrator's decision by deleting all sections of the collective agreement that had been deleted by the arbitrator.

SUBMISSIONS BY THE PARTIES

This section contains excerpts from the parties submissions.

EMPLOYER SUBMISSION

BACKGROUND AND CONTEXT

BCPSEA has spent considerable time consulting with its members in preparation for the 2019 bargaining process. The response was clear direction to the bargaining committee that the employers' seek modification to the class size and class composition language in order to meet the currently learning and collaborative communication structures.

School Boards were clear that unchanged class size and class composition language impeded their ability to suitably organize classes to maximize student success. They say the language is incredibly challenging and sometimes impossible to implement and operationalize.

The key principles BCSPEA heard in its consultation process were:

- Changes to terms and conditions of employment must align with boards' goals for optimizing student learning;
- Changes to terms and conditions of employment must be freely negotiated between the parties;
- Any changes must be balanced between the need to support (and not impede) student learning as well as support (and not impede) employee engagement;
- Equity and efficiency are best achieved by standardizing provincial language (maintaining local language on provincial matters is to be avoided);
- It is important to improve the public's sense of confidence that BC's public education labour relations context and bargaining process work well.

EMPLOYER POSITION

These key principles resulted in the tabling of fourteen opening proposals that reflect the needs identified above.

With the enactment of the *Public Education Labour Relations Act (PELRA) (1994)* it altered the collective bargaining process from individual Boards of Education and Local Teachers' Unions to the provincial bodies of BCPSEA and BCTF and created two-tiered bargaining model that has had long standing ramifications to the Education Sector.

With this structure is an ongoing effort by the parties to move language in the opposite directions; the BCTF wanting to move more items to be bargained locally and BCPSEA seeking to standardize provincial language. This is seen at the bargaining table as an impediment to reaching agreement on issues.

A further complicating factor is the bargaining authority of each organization. BCPSEA, as the certified bargaining authority for the employers has the authority to standardize language on behalf of its members and to bind them to the changes. As the certified bargaining authority, the BCTF has internal structures to the point that each of the local unions expect to make a decision on whether to accept provincial language or maintain the current local language.

This round of collective bargaining, as with all public section bargaining , had to be consistent with the Sustainable Services Negotiating Mandate established by the *Public Sector Employer's Council Secretariat (PSEC)*.

The mandate provides that cost issues (wages, benefits, paid leaves, etc) must not exceed two percent (2%) in each year of a three year term with a conditional Service Improvement Allocation with funding up to 0.25% in each year.

It is important to note that BCSPEA has no access to – or authority to bargain, the Ministry of Education's K-12 Operating Budget. The K-12 Operating Budget is set by government in their budgeting process and is for the use of the Boards of Education in their operations.

BARRIERS TO A NEGOTIATED AGREEMENT

Throughout the many months of bargaining and mediation, BCPSEA notes that existence of several barriers that impede the ability of the parties to move forward and reach a negotiated settlement. The inability to constructively negotiate this round of bargaining – the difficulties over the past 25 years – is a symptom of underlying fundamental and structural barriers.

SETTLEMENTS WITHIN THE MANDATE

The bargaining mandate in the BC Public Service is set by the Public Sector Employers' Council Secretariat (PSEC). This bargaining mandate applies to all sections with the current mandate allowing a three year term, general wage increases of 2% in each year and the conditional Service Improvement Allocation with funding of up to .25 in each year. Many of the Public Sector Unions have already achieved settlements within the mandate or have addressed cost savings elsewhere in their agreements that allowed for further improvements in working conditions or benefits.

BCTF has clearly stated the mandate, from their perspective, is insufficient to successfully conclude a collective agreement and additional monies need to be made available. The proposals tabled by BCTF would not only exceed the bargaining mandate, but would have the effect of requiring an increase to the size of the K-12 operating budget that is provided to the Boards of Education from the Ministry of Education.

BCPSEA has no access to – or authority to bargain – the K-12 Ministry of Education budget. It is outside of the scope of the Sustainable Services Negotiating Mandate. The K-12 operating budget is set by government in their budgeting process and is for the use of the Boards of Education in their operations.

The inability to adhere to the bargaining mandate is a significant barrier to the parties moving towards a settlement.

UNDERSTANDING REGARDING LEGISLATIVE STRUCTURE (BARGAINING AUTHORITY)

With the introduction of the *Public Education Labour Relations Act* (*PELRA)*in 1994, the bargaining agency between the parties was altered with the establishment of BCTF being the recognized bargaining agent for teachers throughout the province and BCPSEA being created and recognized as the bargaining agent for all School Districts throughout the province. As well it established a two-tier bargaining model that has had long standing bargaining ramifications in the sector.

What has resulted is a repeated effort by the parties to move language in opposite directions, the BCTF wanting to move more issues to be bargained locally and BCPSEA seeking standardized provincial language. This has resulted in unproductive discussions at the bargaining table with little agreement being achieved.

A further complication to the process is the different understanding that the BCTF and BCPSEA have of their respective authority. As the certified bargaining agent for the employers, BCSPEA has the authority to standardize language on behalf of its members and to bind them to it.

BCTF has set up its internal structures and have built expectations in such a way that each of their locals expect to make a decision on whether to accept Provincial language or maintain their current language. BCTF explained during this round of bargaining that they do not see that they have the authority to require a local union to accept provincial language over their district's existing local language.

This is an impediment that prevents the parties from discussing substantive issues. This is a significant barrier that the parties will need assistance to overcome and will not solve itself.

PRECETPION OF CHANGE (IMPROVEMENT VERSUS CONCESSION)

There is certainly no one-size-fits-all approach to bargaining; bargaining is about give and take, but also involves discussion, compromise and attempts to influence the other party having confidence in our final positions.

The Supreme Court decision places an obligation on the employer to put forward proposals if it is seeking a change that impacts the collective agreement. BCPSEA put forward a series of proposals to engage in discussion on changes in hopes of finding solutions that preserve the workload for teachers and include the ability for the employer to effectively respond to the needs of students. It is very difficult to engage in these important discussions in a win/lose structure.

With the BCTF using language of winning and losing when it seeks a change, it is framed as an improvement. When the employer seeks a change, the BCTF labels it as a concession or attempt to strip the collective agreement. Change on the parties of both parties is an essential element to reaching a negotiated settlement.

This win/lose environment must move to one of collaboration and problem solving that addresses the needs of both parties and this can only happened with assistance of a facilitator.

PROPOSAL TO CONCLUDE A COLLECTIVE AGREEMENT

BCPSEA's preferred settlement proposal is set out in their submission under Proposed Resolution #1 with the comprehensive package being based the Sustainable Services Negotiating Mandate including the following :

- Term
- Class Size
- Non-enrolling ratios and transitional process
- Workload Review Committee and fund
- Salary and Retroactivity -
- Agreed to Items
- Melding
- Renewal or deletion of Letters of Understanding as identified

The proposed resolution attempts to address the BCTF's desire to protect teacher workload, is consistent with the objective provide to BCPSEA by Boards of Education, is consistent with the Sustainable Services Negotiating Mandate, and provides additional gird restructures to the top and bottom of the wage scale.

The proposal also includes transitional protections for non-enrolling teachers affected by the standardization of the language.

BCPSEA also suggests as a part of the proposal to conclude a Collective Agreement, that the Mediator recommend a process to assist the parties in addressing the barriers described in their submission that have impacted this round of bargaining and round of bargaining in the past.

In the alternative in the interest of wanting to achieve a Collective Agreement with the BCTF and minimize the chance of having an imposed agreement which might not address the concerns of either party, BCPSEA is prepared to consider an alternative that results in minimal change now provided a process to address the long-standing barriers is established. BCPSEA feels that only then will the parties build towards a structure that can facilitate a freely negotiated solution in future bargaining.

Although it is not BCPSEA's preferred option to have a recommended agreement that is not of the parties own making, it is with the understanding that both parties need to be satisfied for an agreement to be successful. The employer is prepared to adopt the provisions of it E44 proposal with minor housekeeping changes.

Resolution #2 is as with Resolution #1 based on the Sustainable Services Negotiating Mandate but includes the following:

- Term
- Wages
- Agreed to Issues
- Renewal or deletion of Letters of Understanding as identified
- Melding
- Housekeeping

As with proposal #1, as part of the resolution that the Mediator recommend a process to assist the parties in addressing the barriers described in their submission.

BCTF SUBMISSION

BACKGROUND AND CONTEXT

This round of bargaining is taking place within a larger historical and economic context. Priorities include improvements for the members of BCTF in terms of salary, working conditions (class size, composition, non-enrolling ratios) and a significant recruitment and retention crisis.

BCTF has organized the submission into three main areas:

- Workload
- Recruitment and Retention Including Salary
- Equity

The collective agreement includes such provisions that are both fundamental to our workload and students' learning conditions. The essential parts of the collective agreement were stripped through Bills 27 and 28 in 2002 and again by Bill 22 in 2012 were found to be unconstitutional contrary to section 2(d) of the *Canadian Charter of Rights and Freedoms.*

As a result, the workload language has been denied both implementation and improvement. This round of bargaining represents the first opportunity to address these issues. It is recognized that all of the improvements and levelling- up that could have been achieved during that time can be achieved in a single round of collective bargaining; achievement of improvements for members in priority areas remains the goal for this round.

WORKLOAD

Class size, class composition language and the provision of non-enrolling teachers are foundational in addressing the complexity of workload provisions.

Within the framework for settlement contained in this submission, the BCTF has made a significant shift from how the previously proposed improvements to the members' working conditions. In place of individual proposals on class size, class composition, provision of non-enrolling teachers and process language, a proposal of reduced integrated factors have been inserted into an updated Memorandum of Agreement (MOA) which would be melded into the collective agreements as an Letter of Understanding in the same manner as suggested by BCPSEA.

This approach maintains the status quo for primary teacher class size and ratios for non-enrolling teachers, with the addition of consistent yearly caseloads. It introduces class size limits for intermediate and secondary teachers that are slightly improved from those currently in the *School Act.*

BCTF has made a significant shift away from the formula for class composition contained in previous proposals to a simple click-down model that reduces class size when students with special needs designations are included in the class. This significant shift is predicated on the protection of the superior provisions currently in force within the MOA. This simple mechanism, already established through local language in many districts, ensures that teachers are protected from workload inequities, as evidenced between 2002 and 2014. These workload protections will also apply to teachers working in Adult Education an Distributed Learning settings.

This approach may be acceptable to BCPSEA because it builds upon an established framework and set of processes to ensure protections for teachers across the province. It further ensures the continue inclusion of the unique local language that was newly restored by the Supreme Court of Canada.

The MOA from 2017 also provided a set of exemptions that allowed the employer significant support to transition back to the restored language. The BCTF proposal is generally in agreement with the employer's suggestions to remove some of these exemptions that were specific to the transitional period.

RECRUITMENT AND RETENTION

There are two main factors responsible for the teacher shortage. Firstly, the stagnating salaries of BC teachers falling well behind the rate of inflation and secondly, while the BCTF *Charter* challenge was pursued, the fifteen years whereby no improvements in working conditions could be achieved.

It is well documented, and the parties agree, that BC teachers at the start of their careers are the lowest paid in Canada and face a long salary grid before achieving the top of the pay scale. Even at the top of the salary grid, BC teachers are the lowest paid of the five Western Provinces.

In British Columbia there exists a significant teacher shortage which is an active and acute concern in both rural and urban districts. Uncertified teacher replacements, with no teacher training, are working in teaching assignments, in many northern, rural and some urban districts, due to the inability to recruit teachers to those regions.

In urban areas, the teacher shortage has resulted in a different set of challenges. Non-enrolling specialist teachers such as teacher-librarians, counsellors and teachers of students with special needs or learning disabilities are being reassigned daily from their important work to cover teacher absences or unfilled vacancies. Many districts face additional challenges recruiting

Speech language Pathologist and Educational School Psychologists, which has an impact on the designation and provision of support for students needs.

The proposal of removing the initial steps on the grid as well as adding an additional step at the top to encourage retention of BC teachers addresses the recruitment and retention issue. The proposal is staged throughout the term of the collective agreement, thereby reducing cost to BCPSEA. This proposal does not bring B.C. teachers close to the current national average salary but with further work being required to address the issues of recruitment and retention, workload protections, BCTF feels that this would improve the ability of School Districts to attract and retain teachers in this province.

EQUITY

There are other factors that impact some teachers more significantly than others, and are addressed in our framework for settlement. They reflect two primary goals; to address geographical and regional challenges and to ensure that the collective agreement provides that address historical inequities.

These objectives are low cost improvements, and in some cases inclusion of those protections that already exist in the *Employment Standards Act.* The demographic of the teachers in B.C. see that 70% are women and 90% are in their first five (5) years are women, who continue to be primary caregivers of children and many also provide care to aging parents.

To address this section of our demographic structure in the BCTF we are seeking provisions for Family Care Giving – Critical Illness and modes Supplemental Employee Benefit top-up for Maternity / Parental Leave. These allow for teachers to access these existing leaves to care for family members with less disruption and financial loss.

Our proposals in the framework for settlement also include paid and unpaid leaves for members escaping intimate partner violence.

For more than two (2) decades the recruitment and retention of Aboriginal teachers in B.C. has been a shared goal of the Ministry of Education, the BCTF, all education stakeholders and rights groups. At only 2% of our membership, Aboriginal teachers are disproportionately under-represented. The lack of Aboriginal teachers has a negative impact on both Aboriginal and non-Aboriginal students. To support the Aboriginal teachers in B.C. schools provisions must be in place to allow them to participate in cultural events in their communities. Aboriginal teachers are expected to be a resource for the implementation of many programs including those related to reconciliation. The parties have agreed in this round of bargaining to improvements to Letter of Understanding #4, which we hope will a recruitment and retention impact on Leave for Aboriginal teachers language.

We continue to pursue the inclusion of provisions that would ensure continuance of wages in the event inclement weather conditions prevent them from safely reporting for work.

We continue to pursue a provision of preparation time for all teachers in B.C. receive preparation time. Currently one small local along with Adult Educators [a small subset of our membership] are currently without clear provision of preparation time.

One of the factors that the BCTF has identified as a challenge in the past and current rounds of bargaining in contained in the structure and timelines of bargaining as described in Letter of Understanding #1. The BCTF proposal on the split of issues has been significantly reduced in this framework for settlement. This non-cost proposal, consistent with the Public Education Labour Relations Act represents our effort to improve the chance to achieve negotiated settlements in the future by provided increases opportunities for locals and districts to develop processes to best serve the needs of their unique communities.

The BCTF is proposing a change to the timelines and ratification processes for collective agreements that remove unnecessarily short timelines as proposed by the employer. The removal of the timeline limitations reflects practice that the parties have largely agreed to , without prejudice, in the past several rounds of negotiations and small improvements resulting from removing the requirement for lock-step timelines for local bargaining tethered to progress at the provincial table.

The new appendices that we have proposed as replacement language largely reflects housekeeping changes already agreed upon by the parties within the existing format. With the reduction in the number of matters that the BCTF has proposed being reduced to three non-cost items, Teacher Evaluation, Seniority and Professional Autonomy, all which we feel would be better addressed by the locals and the Districts where the district organization, needs and policies can be addressed.

CONCLUSION

While the framework included does not fit neatly within the financial envelope the employer is bringing to the table, we believe that the existing inequities facing B.C. teachers must begin to be meaningfully addressed in the K – 12 system.

In conclusion, along with the housekeeping, updates to Letters of Understanding and signed proposals, the proposed framework for settlement features three primary aspects; significant reductions both in the size and cost of the overall package and within individual proposals, a new approach to implementing teacher workload provisions, and an effort to address the recruitment and retention and equity challenges faced by districts and locals across B.C.

PROCESS

As a result an application for Mediation under S. 74 of the "*Code*" was made on June 18, 2019, with mediation commencing on July 2; without providing specific details of the proposals exchanged, little progress in resolving the outstanding issues was made over the span of sixteen day of mediation.

On September 27, 2019, BCPSEA requested that as provided for under Section 74 (5) of the Labour Relations Code (the "*Code*") I provide a report to resolve the outstanding issues to the Associate Chair and the parties. I requested that the parties forward submissions on what they would see as the basis for a renewal of the 2013 – 2019 collective agreement. Those responses would then be forwarded to the other party for a rebuttal response.

Following the receipt of the reports, I met with the parties individually to clarify any issues that arose from my review and advised them I would make every effort to conclude this report as provided for under S.74(5) for distribution to the parties as soon as possible.

I have now been able to review the submissions and points raised during our clarification meetings and submit the following recommendations to the parties.

The mediator shall retain jurisdiction over the implementation of the attached recommendations.

I would thank the parties for the in-depth primary and rebuttal submissions on the proposed framework for settlement. Without them it would have been very difficult to arrive at the recommendations attached to this report.

Regards,

David Schaub
Mediator
Labour Relations Board of B.C.

RECOMMENDATIONS FOR SETTLEMENT FOR THE RENEWAL OF 2013 – 2019 COLLECTIVE AGREEMENT BETWEEN THE PARTIES

The parties to recommend acceptance of the amendments to the 2013 – 2019 Provincial Collective Agreement as contained in this Report and Recommendations for Settlement to their respective members.

The parties shall present the report / recommendations to their respective members and conduct and complete a ratification vote of their members.

The contents of the report and recommendations shall not be made public until the parties have presented them to their respective members for their consideration.

All bargaining issues agreed to are attached to this Report and Recommendations for Settlement as Appendix "*A*".

All bargaining issues not identified in this Report and Recommendations for Settlement are deemed to have been withdrawn on a without prejudice basis.

All terms and conditions set forth in this Report and Recommendations for Settlement shall become effective the date of ratification unless otherwise specified herein.

RECOMMENDATIONS

1. Amend Article A.1 – Term, Continuation and Renegotiation to reflect a term renewal of three (3) years – with an expiry date of June 30, 2022.

2. Amend Article A.6 – Grievance Process to read as follows:

The following Article A.6 is to replace all existing Article A.6 language with the exception of the Local Unions identified in **new** Letter of Understanding No.12

ARTICLE A.6 GRIEVANCE PROCEDURE

1. **Preamble**

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

Steps in Grievance Procedure

2. **Step One**

a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. **Step Two**

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

b. The grievance shall be presented in writing giving the general nature of the grievance.

4. **Step Three**

a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a, within a further ten (10) working days, **the president or designate and/or the superintendent or designate may refer the grievance in writing** to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

i. the number of representatives of each party at Step Three shall be three; and/or
ii. at least one of the employer representatives shall be a trustee.

b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. **Omitting Steps**

a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

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

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in **Letter of Understanding No. 1 (**Appendix 2 and Addenda**),** to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

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

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in **Letter of Understanding No. 1** (Appendix 1 and Addenda), to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

c. Review Meeting:

i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

iii. Each party shall determine who shall attend the meeting on its behalf.

8. **Arbitration (Conduct of)**

a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

d. Authority of the Arbitrator:

i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

iii. The provisions of this article do not override the provisions of the B.C. Labour Relations Code.

e. The decision of the arbitrator shall be final and binding.

f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. **General**

a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

e.

i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call is required, such costs shall be

borne by the employer.

ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and

iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher teaching on call that may be required.

3. Amend Article A.7 – Expedited Arbitration – Section 2. Process a. to read as follows:

Article A.7 – Section 2: Process

a. The grievance shall be referred to one of the following arbitrators:

i. Robert Pekeles
ii. Corinn Bell
iii. Arne Peltz
iv. Christopher Sullivan
v. John Hall
vi. Irene Holden
vii. Elaine Doyle
viii. Marguerite Jackson

4. Amend Article A.10 – Leave for Regulatory Business as per the *Teachers' Act* to read as follows:

ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT

1. Upon written request to the superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be

considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. Teachers teaching on call shall be paid in accordance with the collective agreement.

3. **Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.**

5. a) Amend B.1 – Salary – 1 – Local Salary Grids to provide for the following general wage increases:

   i. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
   ii. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
   iii. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

   b) All teachers employed on the date of ratification who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019. Teachers employed on the date of ratification and were hired after July 1, 2019 shall have their retro-active pay pro-rated from their date of employment to the date of ratification.

   c) The following allowances shall be adjusted in accordance with the increases in 5. a) I, ii and iii above:

      i. Department Head
      ii. Positions of Special Responsibility
      iii. First Aid
      iv. One Room School
      v. Isolation and Related Allowances
      vi. Moving / Relocation
      vii. Recruitment & Retention
      viii. Mileage/ Auto no to exceed the CRA maximum rate

   d) The following allowances shall not be adjusted by the increases in 5.a) i, ii and iii above:

      i. Per Diems
      ii. Housing
      iii. Pro D (unless formula linked to the grid)
      iv. Clothing
      v. Classroom supplies

6. Insert the following ***new*** Letter of Understanding – Section 53 – Joint Consultation and Adjustment Opportunities:

LETTER OF UNDERSTANDING
Section 53 – Joint Consultation and Adjustment Opportunities

1. The parties acknowledge that the collective bargaining process for the renewal of the current collective agreement fell short of achieving their goals and objectives for their respective members.

2. To assist the parties in this process, the Service Improvement Allocation of .25% which represents approximately $8.3 million per year and compounded approximately $25.6 million over the term of the three year renewed agreement remains available to the parties.

3. Further, there are opportunities to address workplace issues, such as standardizing/modernizing workload provisions and provide an opportunity to consider other changes, including adjustments to the current grid to benefit teachers or other issues that may arise within the structure of Section 53 of the *Labour Relations Code* over the term of the agreement with the assistance of a facilitator/mediator appointed under the Code.

4. Under this Letter of Understanding, in the event the parties are unable to agree through a process designed by the mediator, the mediator shall have binding power to allocate the funds as set out in #2.

Dated this ___ day of _____, 2019

_____	_____
Renzo Del Negro	Teri Mooring
For BCPSEA	For BCTF

7. Insert a ***new*** Article B – Board Payment of Speech Language Pathologists and School Psychologists Professional Fees as follows:

B __ Board Payment of Speech Language Pathologists and School Psychologists Professional Fees

Each School Board shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech language Pathologists.

Clarification – for Recommendations only not for placement in Collective Agreement

The payment of these does not alter any current practices in School Districts where contract services exist for these classifications.

8. Amend Article C.2 – Seniority to read as follows:

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

2. Porting Seniority

   a. **Effective July 1, 2020** and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to **twenty (20)** years of seniority accumulated in other school districts in BC.

   b. Seniority Verification Process

      i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.

      ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.

iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher Teaching on Call

a. A teacher teaching on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

b. For the purpose of calculating seniority credit:

i. Service as a teacher teaching on call shall be credited:

1. one half (0.5) day for up to one half (0.5) day worked;

2. one (1) day for greater than one half (0.5) day worked up to one (1) day worked.

ii. Nineteen (19) days worked shall be equivalent to one (1) month;

iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.

c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

Note: A list of any language covered by the deleted Article C.2.6 would be required to determine the language to replace.

9. **Amend and Renew** Letter of Understanding No.6 – Article C.2 – Porting of Seniority – Separate Seniority Lists to read as follows:

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

RE: ARTICLE C.2.—PORTING OF SENIORITY—SEPARATE SENIORITY LISTS

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with one (1) list ports to a district with one (1) list (1 to 1)
    - Both K–12 and adult education seniority are contained on a single list in both districts.
    - Normal rules of porting apply.
    - No more than one (1) year of seniority can be credited and ported for any single school year.
    - Maximum of **twenty (20)** years can be ported.

2. Teacher in a district with two (2) separate lists ports to a district with two (2) separate lists (2 to 2)
    - Both K–12 and adult education seniority are contained on two (2) separate lists in both districts.
    - Both lists remain separate when porting.
    - Up to **twenty (20)** years of K–12 and up to **twenty (20)** years of adult education can be ported to the corresponding lists.

- Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.

- For example, teacher A in District A currently has eight (8) years of K–12 seniority and six (6) years of adult education seniority. Teacher A secures a K–12 continuing appointment in District B. Teacher A can port eight (8) years of K–12 seniority and six (6) years of adult education seniority to District B. However, only the eight (8) years of K–12 seniority will be activated while the six (6) years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the six (6) years of adult education seniority shall be activated at that time.

3. Teacher in a district with two (2) separate lists ports to a district with one (1) seniority list (2 to 1)
   - A combined total of up to **twenty (20)** years of seniority can be ported.
   - No more than one (1) year of seniority can be credited for any single school year.

4. Teacher in a district with one (1) single seniority list ports to a district with two (2) separate seniority lists (1 to 2)
   - Up to **twenty (20)** years of Seniority could be ported to the seniority list to which the continuing appointment was received.
   - No seniority could be ported to the other seniority list.
   - For example, teacher A in District A currently has **twenty-three (23)** years of seniority and attains a K–12 position in District B which has two (2) separate seniority lists. Teacher A could port **twenty (20)** years of seniority to the K–12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Note: June 30, 2019—The references to Irene Holden's previous awards refer to her **January 16, 2007 award and** February 20, 2007 Letter **of Clarification**.

Dated this ___ day of _____, 2019

Renzo Del Negro	Teri Mooring
For BCPSEA	For BCTF

10. **Amend and Renew** Letter of Understanding No. 7 – Article C.2 – Porting of Seniority – Portability of Sick Leave – Simultaneously holding Part-time appointments in two different districts to read as follows:

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

RE: ARTICLE C.2—PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE—SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS

The following letter of understanding is meant to clarify the application of Article C.2.3 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two separate school districts, i.e., currently holds a part-time continuing appointment in one district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.3 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates **their** employment from the porting district or receives a full leave of absence from the porting district.

2. The requirement for the teacher to initiate the sick leave verification process (ninety (90) days from the initial date of hire) and the seniority verification process (within ninety (90) days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of one (1) year of seniority for each year.

4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this Letter of Understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has five (5) years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have ninety (90) days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of one (1) year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has five (5) years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for her full assignment in district A. The employee will have ninety (90) days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of one (1) year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Note: June 30, 2019—The references to Irene Holden's previous awards refer to her **January 16, 2007 award and** February 20, 2007 Letter **of Clarification.**

Dated this ____ day of _____, 2019

Renzo Del Negro	Teri Mooring
For BCPSEA	For BCTF

11. **Amend and Renew** Letter of Understanding No.8 – Article C.2 – Porting of Seniority – Laid off teachers currently on the Recall List – to read as follows:

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

RE: ARTICLE C.2 – PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST

The following letter of understanding is meant to clarify the application of Article C.2.3 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.3 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to **twenty (20)** years of seniority to a second school district when they secure a continuing appointment in that second school district.

2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in **their** previous district.

3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.

4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.

5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.

6. Consistent with Irene Holden's previous awards on porting, implementation of this Letter of Understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This Letter of Understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

A teacher has three (3) years of seniority in district A has been laid off with recall rights. While still holding recall rights in district A, the teacher secures a continuing appointment in district B. Once ported, this teacher would have three (3) years seniority in district B, three (3) years of seniority in district A for recall purposes only and 0 years of seniority in district A for any other purposes. This teacher after working one (1) year in district B accepts recall to a continuing appointment in district A. Only three (3) years of seniority would be ported back to district A and for record keeping purposes, the teacher's seniority record in district B would be reduced from four (4) years down to one (1) year.

Example 2

A teacher has three (3) years of seniority in district A has been laid off with recall rights. While still holding recall rights in district A, the teacher secures a continuing appointment in district B. Once ported, this teacher would have three (3) years seniority in district B, three (3) years of seniority in district A for recall purposes only and 0 years of seniority in district A for any other purposes. After working two (2) years in school district B this teacher's recall rights in school district A are lost. No further seniority can be ported from district A to district B and for record keeping purposes, the teacher's seniority record in district A would be zero for all purposes.

Note: June 30, 2019—The references to Irene Holden's previous awards refer to her **January 16, 2007 award and** February 20, 2007 Letter **of Clarification**.

Dated this ____ day of _____, 2019

Renzo Del Negro	Teri Mooring
For BCPSEA	For BCTF

12. Insert a **new** section G.9 Temporary Principal / Vice Principal Leave as follows:

G.9 – Temporary Principal / Vice Principal Leave

1. A teacher shall be granted leave upon request to accept a position if the teacher is:

   a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and ,

   b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).

2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.

4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).

5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:

   a. Teacher Evaluation
   b. Teacher Discipline

6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

13. Insert a **new** G.10 as follows:

G.10 – Teachers returning from Parenthood and Compassionate Leaves

Teachers granted the following leaves in accordance with the collective agreement:

a. Pregnancy leave *(Employment Standards Act [ESA]*)
b. Parental Leave (*Employment Standards Act [ESA]*)
c. Extended Parental / Parenthood Leave (beyond entitlement under *Employment Standards Act [ESA]*)
d. Adoption Leave (beyond entitlement under *Employment Standards Act [ESA*])
e. Compassionate Care Leave

Will be able to return to their former teaching position in the school that they were assigned to for a maximum of one (1) year (twelve months) from the time the leave of absence commenced. The teacher's position will be posted as a temporary vacancy. Upon return from leave, the employee will be assigned to the same position or, if the position is no longer available, a similar position.

14. Renew or delete the following Letters of Understanding **and renumber** to reflect changes prior to addition of new Letters of Understanding:

   a. **Renew** Letter of Understanding No. 1 – Designation of Provincial and Local Matters

   b. **Renew** Letter of Understanding No. 2 – Agreed Understanding of the Term Teacher Teaching on Call

c. **Renew** Letter of Understanding No. 3 a) – Section 4 of Bill 27 Educations Services Collective Agreement Act

d. **Renew** Letter of Understanding No.3 b) – Section 27.4 Education Services Collective Agreement Act

e. **Renew** Letter of Understanding No. 5 – Teacher Supply and Demand Initiatives

f. **Renew** Letter of Understanding No. 9 – Provincial Extended Benefit Plan

g. **Delete** Letter of Understanding No. 10 – Committee to Discuss Teacher Compensation Issues

h. **Delete** Letter of Understanding No. 11 – TTOC call-out and hiring practices

i. **Delete** Letter of Understanding No. 12 – Secondary Teachers Preparation Time

j. **Delete** Letter of Understanding No. 13 – Adult Educations' Preparation Time

k. **Delete** Letter of Understanding No. 14 – Economic Stability Fund

l. **Renew** Letter of Understanding No. 15 – Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School

m. **Delete** Letter of Understanding No.16 a) – Article C.4 TTOC Employment – Melding Exercise

n. **Delete** Letter of Understanding No. 16 b) – Article C.4 TTOC Employment – Transitional Issues

o. **Renew** Letter of Understanding No. 16 c) – Article C.4 TTOC Experience Credit Transfer within a District

p. **Delete** Letter of Understanding No. 17 – Education Fund and Impact of Court Cases

15. Insert the following **new** Letter of Understanding No. 12 – Local Union Opt in Process for Grievance Procedure A.6:

LETTER OF UNDERSTANDING No. 12
LOCAL UNION OPT IN PROCESS FOR GRIEVANCE PROCEDURE A.6

Local Unions 40 (New Westminster), 70 (Alberni), 74 (Gold Trail), 85 (Vancouver Island North) and 93 (Conseil scolaire francophone [CSF]) will notify their respective School Districts of their decision within sixty (60) days of ratification whether to opt in to the new standardized language or retain the current language in their collective agreement.

If any of the above Local Unions determine they would accept the standardized language, it will become effective July 1, 2020.

Dated this _____ day of _____ 2019.

British Columbia Public School Employers' Federation	British Columbia Teachers' Association
_____	_____
Renzo Del Negro, CEO	Teri Mooring, President

16. Amend Appendix "C" - Memorandum of Agreement re: Letter of Understanding No. 17 Education Fund and Impact of Court Cases and insert in Collective Agreement a **new Letter of Understanding 13 – Agreement regarding Restoration of Class Size, Composition, Ratios and Ancillary language** as follows:

LETTER OF UNDERSTANDING No. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCATION (BCPSEA)

AND

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

(Collectively referred to as the "Parties".)

AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSTION, RATIOS AND ANCILLARY LANGUAGE

WHEREAS the Parties acknowledge that, as a result of the majority of the Supreme Court of Canada, adopting Justice Donald's conclusion that the *Education Improvement Act* was unconstitutional and of no force or effect, that the BCPSEA – BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* are restored.

AND WHEREAS the Parties further acknowledge that the Supreme Court of Canada's decision triggered Letter of Understanding No. 17 to the 2013 – 2019 BCPSEA – BCTF Provincial collective agreement which required the Parties to re-open collective agreement negotiations regarding the collective agreement provisions that were restored by the Supreme Court of Canada.

AND WHEREAS the Parties further acknowledge that Letter of Understanding No.17 required an agreement "regarding implementation and/or changes to the restored language".

AND WHEREAS this Memorandum of Agreement has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No.17 has been completed.

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with others. The implantation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

Schedule "A" of All Restored Collective Agreement Provisions

2. The Parties **have developed** a Schedule of BCPSEA-BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* ("the restored collective agreement provisions") that will be implemented pursuant to this Letter of Understanding. This Schedule **is** attached to this Letter of Understanding as Schedule "A".

Agreement to Implemented

3. School staffing will be subject to the terms and this Letter of Understanding, comply with the restored collective agreement provisions that are set out in Schedule "A".

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:

A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 7(B) below):

i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;

ii. Counselors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;

iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistant to five hundred and four (504) students;

iv. Special Education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;

v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.

B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 7 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 7 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 7 (A) (iii)-(v).

C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 7 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule "A" to this Letter of Understanding).

D. The aforementioned employee staffing rations shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.

E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the

Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the **2019 – 2022** BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local collective agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union. (Provisions to be identified in Schedule "A" to the Letter of Understanding).

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

6. The BCPSEA – BCTF collective agreement provisions class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

A. Kindergarten classes shall not exceed 20 students;

B. Grade 1 classes shall not exceed 22 students;

C. Grade 2 classes shall not exceed 22 students;

D. Grade 3 classes shall not exceed 22 students.

7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

9. For primary and combined primary/intermediate classes where the restored collective agreement provisions provide for superior class size provisions beyond those listed in paragraphs 14 through 16 above, the superior provisions shall apply. [Provisions to be identified in Schedule "A" to this Memorandum of Agreement].

Class Size Language: 4-12

10. The BCPSEA-BCTF collective agreement provisions regarding Grade 4–12 class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be.

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

11. The BCPSEA-BCTF collective agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student's individual needs and abilities.

12. **The decision of Arbitrator Marguerite Jackson *Special Education Designations* dated August 28, 2019 and the Special Education Designations agreed to between the BCPSEA and BCTF will be implemented. Arbitrator Jackson retains jurisdiction over all aspects of the implementation of the arbitration award.**

    A. **Restored class composition provisions which refer to "Autism" and / or "Category G" students apply only to students who would have been included in "Category G" under the 1995 Manual.**

    B. **Students currently in "Category G" who would not have been included in this Category in 1995 must, in accordance with the terms of the 1995 Manual, be placed in the most appropriate (if any) 1995 category for class composition purposes.**

C. Restored class composition provisions which refer to "Severe Learning Disabled" and / or "Category J" students apply only to students who would have been included in "Category J" under the 1995 Manual.

D. Students currently in "Category Q" who would not have been included in "Category J" in 1995 are not "designated" or "special needs" students for the purposes of interpreting restored class composition provisions.

E. The sub-paragraphs below apply only to collective agreement provisions which refer to Ministry of Education ("Ministry") categories, or Ministry category groupings, for collective agreement purposes. The agreements below do not apply to collective agreement provisions where the local parties did not intend (either explicitly or through past practice) to refer to Ministry definitions/categories. Disputes in this regard will be resolved separately through grievance provisions of the relevant collective agreement.

i) Collective agreement provisions that refer to students in the former category Physically Dependent with Multiple Needs (Dependent) (1995 Manual) are referring to the students designated in the present category A – Physically Dependent.

ii) Collective agreement provisions that refer to students in the former category Deafblind (1995 Manual) are referring to the students designated in the present category B – Deafblind.

iii) Collective agreement provisions that refer to students in the former categories Moderately Mentally Handicapped (1985 Manual), Severely and Profoundly Mentally Handicapped (1985 Manual) or Moderate to Severe/Profound Intellectual Disabilities (1995 Manual) are referring to the students designated in the present category C – Moderate to Profound Intellectual Disability.

iv) Collective agreement provisions that refer to students in the former category Physical Disabilities or Chronic Health Impairments (1995 Manual) are referring to the students designated in the present category D – Physical Disability or Chronic Health Impairment.

v) Collective agreement provisions that refer to students in the former category Visual Impairment (1985 Manual and 1995 Manual) are referring to the students designated in the present category E – Visual Impairment.

vi) Collective agreement provisions that refer to students in the former category Hearing Impairment (1985 Manual) or Deaf or Hard of Hearing (1995 Manual) are referring to the students designated in the present category F – Deaf or Hard of Hearing.

vii) Collective agreement provisions that refer to students in the former categories Severe Behaviour Problems (1985 Manual) or Severe Behaviour Disorders (1995 Manual) category are referring to the students designated in the present category H – Intensive Behaviour Interventions or Serious Mental Illness.

viii) Collective agreement provisions that refer to students in the former categories Mildly Mentally Handicapped (E.M.H.) (1985 Manual) or Mild Intellectual Disabilities (1995 Manual) are referring to the students designated in the present category K – Mild Intellectual Disabilities.

ix) Collective agreement provisions that refer to students in the former categories Rehabilitation (1985 Manual) or Rehabilitation Programs (1995 Manual) are referring to the students designated in the present category R - Moderate Behaviour Support/Mental Illness.

x) Collective agreement provisions that refer to students in the Ministry's former low incidence group of categories (as they existed in the 1985 Manual) are referring to those students designated in the present categories A, B, C, D, E, F, G as set out above.

xi) Collective agreement provisions that refer to students in the Ministry's former high incidence group of categories (as they existed in the 1985 Manual) are referring to the students designated in the present categories H, K, P, Q, and R as set out above.

xii) Collective agreement provisions that refer to students in the Ministry's former low incidence group of categories (as they existed in the 1995 Manual) are referring to those students designated in the present categories A, B, C, D, E, F, G, and H as set out above.

xiii) Collective agreement provisions that refer to students in the Ministry's former high incidence group of categories (as they existed in the 1995 Manual) are referring to the students designated in the present categories K, P, Q, and R as set out above.

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

13. The Parties agree that paragraphs 22-25 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule "A" to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored collective agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored collective agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule "**A**" to this Memorandum of Agreement. The Parties commit to reviewing this provincial approach in the **2022** round of negotiations.

Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:

    A. Re-examining existing school boundaries;

    B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;

    C. Utilizing temporary classrooms;

    D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:

- five students in grades K-3;
- four students for secondary shop or lab classes where the local class size limits are below 30, and;
- six students in all other grades.

These class size reductions shall not preclude a Superintendent from approving a smaller class.

Note: For the following School Districts, class sizes for K-1 split classes will not be reduced below 14 students:

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)
- School District 82 (Coast Mountain)
- School District 85 (Vancouver Island North)

E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;

F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

15. Notwithstanding paragraph 22, the ~~Provincial~~ Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:

    - compelling family issues;
    - sibling attendance at the same school;
    - the age of the affected student(s);
    - distance to be travelled and/or available transportation;
    - safety of the student(s);
    - the needs and abilities of individual student(s);

- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

16. Where a School District has, as per paragraph 22 above, made best efforts to achieve full compliance with the restored collective agreement provisions regarding class size and composition, but has not been able to do so:

    A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing "flex factor" language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

    For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing "flex factor" language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

    B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1st (or 22 calendar days from the start of the class) as follows:

    (V) = (180 minutes) x (P) x (S1 + S2)

    V = the value of the additional compensation;

    P = the percentage of a full-time instructional month that the teacher teaches the class;

    S1 = the highest number of students enrolled in the class during the month for which the calculation is made minus the maximum class size for that class;

    S2 = the number of students by which the class exceeds the class composition limits of the collective agreement during the month for which the calculation is made;

Note: If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies may be triggered at any point during the school year if there is a change in S1 or S2.

C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:

i) Additional preparation time for the affected teacher;

ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;

iii) Additional enrolling staffing to co-teach with the affected teacher;

iv) Other remedies that the local parties agree would be appropriate.

In the event that it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive.

Dated this _____ day of _____ 2019.

British Columbia Public School Employers' Association	British Columbia Teachers Federation
_____	_____
Renzo Del Negro, CEO	Teri Mooring, President

17. Insert ***new*** Article G – Cultural Leave for Aboriginal Employees as follows:

The Superintendent of Schools or their designate, may grant five (5) paid days per year leave with seven (7) days written notice from the employee to participate in Aboriginal Cultural event(s). Such leave shall not be unreasonably denied.

* See ***new*** Letter of Understanding - Cultural Leave for Aboriginal Employees

18. Insert ***new*** Letter of Understanding – Cultural Leave for Aboriginal Employees as follows:

Letter of Understanding – Cultural Leave for Aboriginal Employees

Employees in Districts 61 – Greater Victoria, 64 – Gulf Islands, 85- Vancouver Island North, 92 – Nisga'a, and 93 – CSF who have leaves in excess of those provided for in G _ Cultural Leave for Aboriginal Employees shall maintain those leaves.

Dated this ___ day of _____, 2019

Renzo Del Negro	Teri Mooring
For BCPSEA	For BCTF

19. Insert ***new*** Article G – Leaves provided for in Part 5 – Employment Standards Act (ESA)

The parties recognize the new forms of leave under Section 6 of the Employment Standards Act. These would include 52.11 Critical Illness or Injury Leave and 52.5 - Leave respecting Domestic or Sexual Violence Leave. Employees are entitled to request such leaves. Any dispute respecting their application, interpretation or operation must be address through the grievance and arbitration procedure in the collective agreement.

APPENDIX "A"

AGREED TO ISSUES

NOTE: **ALL AMENDMENTS TO THE CURRENT LANGUAGE ARE IDENTIFIED IN BOLD.**

ARTICLE E.1. – NON-SEXIST ENVIRONMENT
AGREED TO APRIL 9TH, 2019

ARTICLE E.1. – NON-SEXIST ENVIRONMENT

i. A non-sexist environment is defined as that in which there is no discrimination against **employees** by portraying them in gender stereotyped roles or by omitting their contributions.

ii. The Employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.

iii. The Employer and the local shall promote a non-sexist environment through the development of non-sexist educational programs, activities and learning resources for both staff and students, **and their integration and implementation.**

ARTICLE E.2. – HARASSMENT / SEXUAL HARASSMENT

1. General

a. The Employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.

b. The Employer considers harassment in any form to be totally unacceptable and will not tolerate the occurrence. Proven harassers shall be subject to discipline and /or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.

c. No employees shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

d. **There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.**

e. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.

f. The complainant and/or alleged offender, if a member(s) of the local, may at the choice of the employee be accompanied by a representative(s) of the local at all meetings.

2. Definitions

a. **Harassment includes:**

i. Sexual harassment; or,

ii. Any improper behaviour that would be offensive to any reasonable person in unwelcome and which the initiator knows or ought reasonably to know would be unwelcome; or,

iii. Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or,

iv. The exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or,

v. Misuses of power or authority such as intimidation, threats, coercion and blackmail.

b. **Sexual Harassment includes:**

i. Any comment, look, suggestion, physical contact or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or,

ii. Any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or,

iii. An implied promise of reward for complying with a request of a sexual nature; or ,

iv. A sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

3. Resolution Procedure

a. Step 1

i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcome.

b. Step 2

i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

iii. The Employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.

iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the Employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the local.

c. Step 3

i. The Employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The Employer may request further particulars from the complainant. Upon the conclusion of such a review, the Employer shall:

1. Initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below; or,

2. Recommend mediation or other alternative disputes resolution processes to resolve the complaint.

ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the Employer shall provide notice of investigation.

iii. The investigation shall be conducted by a person who shall have training and/ or experience in investigation complaints of harassment.

iv. The complainant may request:

1. That the investigator shall be of the same gender as the complainant; or,

2. **An investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.**

Where practicable the request**(s)** will not be denied.

v. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

   i. Reinstatement of sick leave used as a result of the harassment;

   ii. Any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

   iii. Redress of any career advancement or success denied due to the negative effects of the harassment;

   iv. Recovery of other losses and /or remedies which are directly related to the harassment.

b. Where the investigator has concluded that the harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.

d. If the harassment directly results in the transfer of an employee, it shall be the harasser who is transferred, except where the complainant requests to be transferred.

e. If the Employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:

   i. All discussions shall be solely an attempt to mediate the complaint;

   ii. Any and all discussions shall be completely off the record and will not form part of any record;

   iii. Only the complainant, respondent, and administrative officer, shall be present at such meetings;

   iv. No discipline of any kind would be imposed on the respondent; and,

   v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.

b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the Employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

a. The Employer in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in the agreement such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

b. The awareness program shall include but not be limited to:

i. The definitions of harassment and sexual harassment as outline in this Agreement;

ii. Understanding situations that are not harassment or sexual harassment including the exercise of an employer's managerial and/or supervisory rights and responsibilities;

iii. Developing an awareness of behaviour that is illegal and/or inappropriate;

iv. Outlining strategies to prevent harassment and sexual harassment;

v. A review of the resolution of harassment and sexual harassment as outlined in this Agreement;

vi. Understanding malicious complaints and the consequences of such;

vii. Outlining any Board policy for dealing with harassment and sexual harassment;

viii. Outlining laws dealing with harassment and sexual harassment which apply to employees in B.C..

LETTER OF UNDERSTANDING NO. 4

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

RE: EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

1. The will encourage **local boards of education** and the local **teacher unions** to make application to the *Human Rights Tribunal* under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Aboriginal employees.

2. **The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the *Human Rights Tribunal*.**

3. The parties will assist **local boards of education** and the local **teacher unions** as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.

LETTER OF AGREEMENT

ADJUSTMENTS TO 2019 – 2022 COLLECTIVE AGREEMENT

BETWEEN

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(BCPSEA)

AND

B.C. TEACHERS' ASSOCIATION

(BCTF)

If a public sector employer as defined in s.1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three (3) years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than six per cent (6%), the general wage increase in the collective agreement between the above parties will be adjusted in the third on July 1, 2021 so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.

A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.

For certainty, a general wage increase in one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.

This Letter of Agreement will be effective during the term of the 2019 -2022 collective agreement between the parties.

Dated this _____ day of _____, 2019.

For B.C. Public School Employers' Association

_____

_____

For B.C. Teachers' Federation

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