# **BCPSEA Proposal E. 13**

Date: March 5, 2019 Time: 2:04pm



Housekeeping of 2013-2019 provincial language including:

#### 1. A.7.1 – remove asterisk

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.\*

## **2. B.8.10** – correct "than" typo

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

- 3. B.10.1 Add "c/Km" or "cents per Km" to the mileage amount.
- **4. D.3.3** change "thru" to "through"

The process outlined below in Article D.3.4 thru through Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.

- **5. G.3** Add the word "leave" to the opening sentence
  The employer will grant family responsibility **leave** pursuant to the *BC Employment Standards Act* Part 6-52:
- **6. Standardize terminology of TTOCs** determine a standard usage for teacher teaching on call and use consistently. e.g. G.7 TTOC v G.8 Teachers Teaching on call
- 7. LOU 5 Teacher Supply and Demand Initiatives Schedule A Correct errors
  - a. Update SD50 name Haida Gwaii/Queen Charlotte
  - **b.** Naghtaneged Elementary spelled incorrectly: Naghatanegued
- **8.** Review/remove miscellaneous melding and implementation notes as necessary (see the following pages)

E&OE Page 1 of 4

# **DELETE**

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

Note: The parties will develop a schedule of articles that are replaced by this article.

# ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

\*NOTE: any calculation made in accordance with provincial Letter of Understanding No. 15 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

## ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

Implementation:

1. The parties will develop a schedule of districts where collective agreement articles do not already provide the same or a similar entitlement through previous articles and to which this new article shall apply.

# ARTICLE G.6 LEAVE FOR UNION BUSINESS

Implementation:

The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous collective agreement, this provision will not apply and the superior provision will continue to apply.

# ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

Note: The parties will develop a schedule of articles that are replaced by this article.

E&OE Page 2 of 4

## **KEEP**

#### ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

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

#### ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

## ARTICLE B.11 BENEFITS

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

## ARTICLE C.2 SENIORITY

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

# ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

### ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

## ARTICLE G.2 COMPASSIONATE CARE LEAVE

(Note: The definition of "family member" in Article G.2.1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)

## ARTICLE G.3 FAMILY RESPONSIBILITY LEAVE

Note: In the event that there are changes to the Employment Standards Act with respect to Family Responsibility Leave, the legislated change provision (A.8) will apply to make the necessary amendments to this provision.

E&OE Page 3 of 4

# ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

Implementation:

- 2. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.
- 3. The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.

E&OE Page 4 of 4