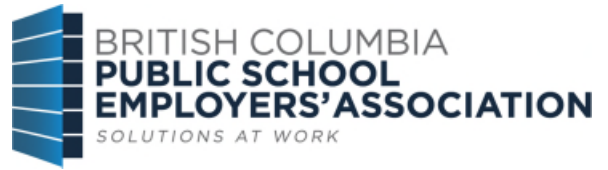


**BCPSEA Proposal E. 29**

Date: April 9, 2019 Time: 10:14am



**Proposal Package:**

Article E.1, Article E.2, LOU No.4, and Term are tabled as a package

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*\*tracked changes based on U43*

The following Article E.1 is to replace all existing Article E.1 language

**ARTICLE E.1 NON-SEXIST ENVIRONMENT**

1. A non-sexist environment is defined as that in which there is no discrimination against ~~females or males~~ **employees** by portraying them in gender stereotyped roles or by omitting their contributions.
2. 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.
3. The employer and the local shall promote a non-sexist environment through the development **of non-sexist anti-sexist educational programs, activities, and learning resources** ~~integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students~~ **and their integration and implementation.**

~~Any and all superior provisions contained in the previous Collective Agreement shall remain part of the Collective Agreement.~~

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*\*tracked changes based on U44*

The following Article E.2 is to replace all existing Article E.2 language

**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 its 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 employee 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. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the 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 in this procedure.
- f. If a complainant ~~is a self-identified~~ **self-identifies as** Aboriginal member, they **may** ~~shall have the right to~~ request an **a qualified** investigator who has **Aboriginal** ~~aboriginal~~ ancestry **or** cultural knowledge, ~~and sensitivity.~~ **Every A reasonable** effort ~~shall~~ **will** be made to ~~comply with~~ **meet** the request.

---- Remainder of Article E.2 unchanged ----

### E.2 District Specific Melding

SD34 (Abbotsford) Article E.2.7 to be relocated as a separate no discrimination article in the local working document as follows:

There will be no discrimination ~~and/or harassment~~ against any member of the Association because he/she is participating in the activities of the Association or carrying out duties as a representative of the Association.

---- End of local melding ----

### **Letter of Understanding No. 4 Re: Employment Equity – Aboriginal Employees**

Renew and Amend *Letter of Understanding No. 4 Re: Employment Equity – Aboriginal Employees* as follows:

Re: Employment Equity – ~~Aboriginal~~ **Indigenous** Employees

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

1. They will encourage ~~the employer~~ **local school boards** 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 ~~A~~original **Indigenous** employees.
2. **To safeguard retention of Indigenous employees hired as a result of a “special program”, the parties will recommend that any such application to the Human Rights Tribunal contain layoff protections for Indigenous employees, such that a ‘below the line’ model of layoff would exclude the Indigenous employees.**
3. The parties will assist ~~the employer~~ **local school boards** and the local **teacher unions** as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

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## Term

The term of the collective agreement will be three (3) years: July 1, 2019 – June 30, 2022.

Amend Article A.1 as follows:

### **Article A.1 Term, Continuation and Renegotiation**

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, ~~2011-2013~~ **2013** to June 30, ~~2013~~ **2019** including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, ~~2013-2019~~ **2019** to June 30, ~~2019-2022~~ **2022**. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, ~~2019-2022~~ **2022** the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.

*The remainder of Article A.1 is not amended and remains in place as currently drafted.*