



Bargaining Proposal—2019

Proposal Number: U66

Date: May 29, 2019

Time: 11:33am

Housekeeping of 2013–19 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. A.7.2 Process – Replace the list of Arbitrators

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

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

3. 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.

4. B.10.1 – Add “cents/kilometer”

e.g. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of 50 cents/kilometer.

5. D.3.3 – change “thru” to “through” & correct year round to year-round

The process outlined below in Article D.3.4 **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.

6. 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:

7. Standardize terminology of TTOCs:

The first use of TTOC in all Articles shall be spelled out and abbreviated as follows:

Teachers Teaching on Call (TTOC), and any subsequent use would be TTOC or TTOCs.

e.g.

ARTICLE G.7 TEACHERS TEACHING ON CALL (TTOC) CONDUCTING UNION BUSINESS

ARTICLE B.11.3

Teachers Teaching on Call (**TTOC**) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.

Change non-standard TTOC references to standard above:

e.g. Teacher-Teaching-on-Call, Teacher on Call, or TOC etc...

8. LOU 5 Teacher Supply and Demand Initiatives Schedule A – Correct errors

- a. Update SD50 name – Haida Gwaii
- b. Naghtaneqed Elementary

9. Replace all instances of he, she, his, hers, him, her, himself, and herself with the appropriate gender-neutral pronoun:

e.g. they, their, theirs, them, themselves

10. Delegate the ability for the local parties, by mutual agreement, to deal with housekeeping issues on Articles that are not part of the Provincial Collective Agreement, such as: numbering, spelling, missing words, hyphens, typos, standardized TTOC references, and gender-neutral pronouns.

11. Review/remove miscellaneous melding and implementation notes as necessary (see the following pages)

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 (LOU 14)

**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:

3. *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.7 TTOCs CONDUCTING UNION BUSINESS

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

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.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

Implementation:

- 1. 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.*

- 2. 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.*

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.

Signed this _____ day of _____, 2019

For BCTF

For BCPSEA