

Teacher Collective Agreement Implementation Update

In anticipation of the BCTF ratification of the proposed collective agreement reached between the BC Public School Employers' Association and the BC Teachers' Federation on June 30, 2006, this is the first of the Teacher Collective Agreement Administration Bulletins that we will distribute to school boards as implementation and other issues arise with respect to administration of the collective agreement. We continue to work with the BCTF to ensure that both provincial organizations provide consistent advice to our respective memberships.

In this Bulletin:

- **BCTF Ratification**
- **Implementation Questions**

BCTF Ratification

The BCTF is expected to announce the results of their ratification vote on September 8. The information in this bulletin is predicated on the BCTF announcing that the proposed collective agreement has been ratified by the membership.

Implementation Questions

BCPSEA has now met with the BCTF and discussed the implementation questions that arose over the summer. The answers to those questions are provided below, and this information will be supplemented by regional meetings in September. The schedule of those meetings was sent to districts on August 24. Please contact Dora Eng at dorae@bcpsea.bc.ca for further information on the regional meetings.

Please continue to forward to BCPSEA any implementation questions that arise.

Early Settlement Incentive

1. BCPSEA previously communicated to the BCTF that most districts will not be able to process the incentive payment until the last pay in September. Though the BCTF would like to have the payment processed as soon as possible, the above timeline remains the most realistic for many districts. Districts that are able to process the payment sooner than the last pay in September are encouraged to do so.
2. The BCTF has communicated that the incentive will not be subject to deductions of either union dues or SIP premiums.
3. The payment of the incentive into an RRSP is a decision to be made at the district level. Given the administrative and reporting requirements associated with such a payment, some districts have informed both BCPSEA and their local that payment would be delayed until October.

4. A few districts inquired as to the minimum threshold of days worked for eligibility for the incentive. There will be no such minimum threshold. A teacher who worked even one day in the 2005-06 school year will receive a pro-rated incentive payment subject to the provisions of the agreement.
5. Employees who passed away during the 2005-06 school year will have the incentive paid to their estate. Eligibility is to be calculated as if the teacher had completed their assignment for the 2005-06 school year but such payment is without prejudice to other leaves or provisions in the local collective agreements.
6. Employees who have moved to a new district for the 2006-07 school year will be paid the incentive from their original district, where they were employed for the 2005-06 school year. The original district and the new district may wish to make other arrangements to facilitate the administration of the payment.
7. Employees who were teachers during the 2005-06 school year and became exempt staff (principals, vice-principals, etc.) will receive the incentive payment they are entitled to as a member of the BCTF bargaining unit. This does not apply if an employee was already paid the incentive as an exempt employee.
8. The eligibility for employees on sick leave is determined by the date the sick leave first began. Where the sick leave began after July 1, 2005, the employee will be eligible for the incentive as if they had been active at work. If the sick leave began prior to July 1, 2005 and the employee remained on leave for the entire year, the employee is not eligible for any incentive payment. This includes an employee where the sick leave began before July 1, 2005 and the employee was receiving SIP benefits, but who may have returned to the employer's sick leave for a portion of the 2005-06 school year, and were drawing down their sick leave bank. In this scenario, the employee is not eligible for any incentive payment.

Pay Periods

9. The intention of the Article is to have two pay cheques per month for teachers on term or continuing contracts, with each cheque being roughly equal to the other. The 40% requirement can be interpreted to be 40% of net monthly pay.
10. Where employees have requested modifications to the "two pay cheques per month, 40% provisions," and the employer has agreed to administer those modifications, such modifications may continue. Such modifications may include being paid only once per month, or having the mid-month advance at a lower percentage of monthly pay.

12 Month Pay Plan

11. BCPSEA and the BCTF will soon discuss developing template forms for the administration of the 12 Month Pay Plan.
12. The 12 Month Pay Plan is intended to be implemented for the 2007-08 school year. Where a district has determined it is administratively feasible to implement the plan for the 2006-07 school year, such implementation may occur.

SIP Allowance

13. BCPSEA and the BCTF will determine the process for applying to the Pension Board to have the SIP premium deemed pensionable.
14. The BCTF bases a teacher's SIP premiums on all compensation received by the employee from the employer. This specifically relates to allowances. Therefore, the 2.0% SIP allowance is to

be paid based on all compensation (annual salary and allowances) received by an employee from the employer.

15. BCPSEA had previously communicated that employees who have reached the 88 factor and thus do not contribute to the LTD portion of the SIP would receive a reduced allowance. BCPSEA discussed this issue with the BCTF, and the parties have now agreed that all employees are to receive the 2.0% allowance, regardless of the 88 factor contribution rate, subject to the provisions of the agreement.

Local Bargaining

16. BCPSEA and the BCTF agreed that local parties may continue to discuss local matters as identified in Appendix 2. The provincial parties are also agreed that should disputes arise with respect to local matters, there is no dispute resolution mechanism available, as there is no provincial bargaining table to which the local parties can refer disputes.

BCPSEA advises that it is prudent for districts to try to conclude discussions on local matters as soon as possible. Should agreements be reached, the Memorandum of Agreement (MoA) is to be sent to BCPSEA for sign off and verification that the agreement items fall within the local matters identified in Appendix 2. Following receipt of the provincial signatures, the MoA can be integrated into the working document.

Seniority

17. Clause C.2.2, allowing employees who have achieved a continuing contract in a new district to port up to ten years' seniority from an old district, has an effective date of September 1, 2006. The September 1, 2006 effective date is to be interpreted to mean that employees who meet the eligibility requirements to port seniority, who commenced employment in their new district for the 2006-07 school year, are entitled to port seniority, regardless of the date of hire. For example, an eligible employee hired to a new district in June 2006 to commence work September 2006 would be able to port seniority in the same manner as an eligible employee hired in a new district after September 1, 2006.

Issues to be Discussed in Future Meetings

18. BCPSEA and the BCTF will determine processes for beginning the work of the various committees negotiated as part of the settlement.
19. BCPSEA and the BCTF will determine processes for updating the working documents with the new provincial language.
20. BCPSEA and the BCTF expect to begin discussions regarding the implementation of Category 5+ in the coming weeks. Affected school districts will be apprised of new developments as those discussions progress.

Issues in Dispute

The discussions with the BCTF yielded some areas where the BCPSEA position and the BCTF position are in conflict:

21. **Preparation time:** the BCTF is taking the position that the new article on preparation time stipulates that all districts must now make up preparation time missed due to statutory holidays, non-instructional days etc. This is an issue that is the subject of current grievances and/or one arbitration decision. Two more arbitrations are scheduled for November 2006.

BCPSEA takes the position that the article only applies to districts where preparation time was previously less than 90 minutes, and that the only impact on scheduling preparation time is in the first year, where the 90 minutes can be averaged to lessen the impact on school timetables which had been determined before this article was negotiated.

Please do not change your existing practice. If it has been your practice to “make up” preparation time, please advise Bonda Bitzer at bondab@bcpsea.bc.ca.

BCPSEA will communicate with districts on the status of this issue as discussions progress.

22. **Harmonization issues:** the BCTF is taking the position that all superior language with respect to anomalous categories should continue. BCPSEA is of the view that this position is contrary to Vince Ready’s award, where he directed that anomalous categories are not to receive any benefit from harmonization. Districts should continue to work off the salary grids distributed over the summer. BCPSEA will communicate to affected districts as discussions progress.

Questions

Please direct any questions to your district liaison or:

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