

PACKAGE 3

Employer proposals A.6 Grievance Procedure, A.7 Expedited Arbitration, A.10 Leave for Regulatory Business, C.2 Seniority (including LOU No. 6 & No. 8), G.9 Temporary Principal/Vice-Principal Leave, and G.10 (new) Teachers Returning from Parenthood and Compassionate Leaves are to be considered together.

The following Article A.6 is to replace all existing Article A.6 language

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 arbitrable. **The grievance process 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 by ~~letter in writing, between~~ **letter in writing, between** ~~through the president or designate of the local to 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**~~the local may, within a further ten (10) working days by letter to the Superintendent or official designated by the district, refer the grievance~~ 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:
 - iv. 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.
 - v. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - vi. 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.

-- End of Proposed Language --

Implementation of Article

The Parties agree that this article deletes and replaces Article A.6 of the Provincial Collective Agreement including any related local provisions.

The following provision Article A.7.2a is to replace the existing Article A.7.2a language

ARTICLE A.7 EXPEDITED ARBITRATION

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

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.

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

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.**

**Tracked changes made to U46*

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. ~~All members, including teachers teaching on call,~~

~~will accumulate a day of seniority for each day worked.~~

~~2. All teachers shall be granted a continuing contract of employment from their date of hire.~~

2. ~~3.~~ Porting Seniority

- a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ~~ten (10)~~ **twenty (20)** years of ~~all~~ seniority accumulated in other ~~any~~ school districts in BC.
- b. Seniority Verification Process
 - i. The new **receiving** school district shall provide the employee with the necessary verification form at the time the employee's ~~date of hire~~ 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 ~~the employee's date of hire in the receiving~~ 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. ~~4.~~ 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-~~4~~.a and C.2.3-~~4~~.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.

~~6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement~~

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

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

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

**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 1 list ports to a district with 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 1 year of seniority can be credited and ported for any single school year.
 - Maximum of ~~40 years~~ **20 years** can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K–12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to ~~40 years~~ **20 years** of K–12 and up to ~~40 years~~ **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 8 years of K–12 seniority and 6 years of adult education seniority. Teacher A secures a K–12 continuing appointment in District B. Teacher A can port 8 years of K–12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K–12 seniority will be activated while the 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 6 years of adult education seniority shall be activated at that time.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to ~~40 years~~ **20 years** of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.

4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
- Up to ~~10 years~~ **20 years** of Seniority ~~can~~ 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 ~~14~~ **23** years of seniority and attains a K–12 position in District B which has 2 separate seniority lists. Teacher A could port ~~14~~ **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 award letter of clarification.**

Signed this ~~29th~~ day of ~~Sept~~, 2014

Original signed by:

Renzo Del Negro
For BCPSEA

Tara Ehrcke
For BCTF

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 (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) 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 ~~his/her~~ **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 (90 days from the initial date of hire) and the seniority verification process (within 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 1 years 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 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 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 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 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 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 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 award letter of clarification.**

Signed this ~~29th~~ day of ~~Sept~~, 2014

Original signed by:

~~Renzo Del Negro~~
~~For BCPSEA~~

~~Jim Iker~~
~~For BCTF~~

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 (1) 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 ~~ten (10)~~ **twenty (20)** years of ~~all~~ 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 ~~his/her~~ **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 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 3 years seniority in district "B", 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 1 year in district "B" accepts recall to a continuing appointment in district "A". Only 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 4 years down to 1 year.

Example 2

A teacher has 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 3 years seniority in district "B", 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 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 award letter of clarification.**

~~Original signed by:~~

Brian Chutter
For BCPSEA

April 6, 2011

Date

Jim Iker
For BCTF
April 6, 2011

Date

Insert a new Article G.9 as follows:

ARTICLE G.9 TEMPORARY PRINCIPAL/VICE-PRINCIPAL LEAVE

1. **A teacher shall be granted leave upon request to accept a position if the teacher is:** ~~When a teacher is appointed into an acting Principal or Vice-Principal position they maintain the right to return to their former teaching position within the school if:~~
 - a. ~~they are~~ 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 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** ~~Acting Principals or Vice-Principals appointed pursuant to G.9.1 or G.9.4~~ 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 continuing basis, unless a longer 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.
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Insert a new Article G.10 as follows:

**ARTICLE G.10 TEACHERS RETURNING FROM PARENTHOOD AND
 COMPASSIONATE LEAVES**

1. Teachers granted the following leaves in accordance with the collective agreement:
 - a. pregnancy leave (Employment Standards Act [ESA])
 - b. parental leave (ESA)
 - c. extended parental/parenthood leave (beyond ESA entitlements)
 - d. adoption (beyond ESA entitlements); or
 - 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 period of one 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 shall be assigned to the same position or, when the position is no longer available, a similar position.