

# Article A.10: Leave for Regulatory Business as per the *Teachers Act*

## ❖ Overview

---

This article sets out the terms under which leaves are granted for regulatory business in accordance with the *Teachers Act*.

## ❖ 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.*

## ❖ Explanation

---

- A.10.1**
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.*

This clause provides that boards must grant a leave of absence to a teacher who has been appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct board when a written request for

such leave is received from the Ministry of Education. The leave is with pay and is for the purpose of fulfilling the duties of the position they are appointed/elected to.

Note: for Teachers Teaching On Call, see A.10.2.

For the duration of the leave, the employee will be considered to be in the full employ of the board as defined in Article G.6.1.b. This definition is applicable even if Article G.6, or portions thereof, has not been adopted by the local collective agreement as a result of melding local union leave language.

Article G.6.1.b states: *“Full employ’ means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.”*

- A.10.2**      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.*

This clause provides that boards must consider a teacher teaching on call who has been appointed or elected to the BC Teachers’ Council or appointed to the Disciplinary or Professional Conduct board as on leave when a written request for such leave is received from the Ministry of Education.

Teachers Teaching on Call are to be paid in accordance with Article B.2 Teachers Teaching on Call Pay and Benefits for the days authorized by the Ministry of Education.

For the duration of the leave, the employee will be considered to be in the full employ of the board as defined in Article G.6.1.b. This definition is applicable even if Article G.6, or portions thereof, has not been adopted by the local collective agreement as a result of melding local union leave language.

Article G.6.1.b states: *“Full employ’ means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.”*

---

❖ **Implementation**

---

This article was introduced as part of the 2013-2019 collective agreement and implemented as of September 17, 2014.

As the requests for the leave stem from the TRB (Ministry of Education), school districts will be reimbursed for the cost of the leave by the TRB.

---

❖ **Relationship to Other Articles**

---

**Article B.2: Teacher Teaching on Call Pay and Benefits**

TTOCs are paid in accordance with B.2 and any corresponding local provisions which fall outside of B.2 but relate to TTOC pay and benefits.

**Article G.6: Leave for Union Business**

G.6.1.b establishes the definition of 'full employ' and is applicable to the interpretation of Article A.10 even if Article G.6 or portions thereof, are not part of the local collective agreement for the purposes of union leave.