

BCPSEA and BCTF Achieve Tentative Collective Agreement

The BC Public School Employers' Association (BCPSEA) concluded renewal of the collective agreement with the BC Teachers' Federation (BCTF) on June 26. The tentative agreement will be submitted by the parties to their members for ratification.

A full ratification package will be provided to school districts. BCPSEA has tentatively established Wednesday, July 4, 2012 for the ratification vote by BCPSEA trustee representatives.

Following is a summary of the proposed changes:

1. Article A.1 Term, Continuation and Renegotiation
The Collective Agreement is effective July 1, 2011 to June 30, 2013.
2. LoU No.12 Re: Teacher Supply and Demand Initiatives
The parties agreed to renew the existing letter and codified the conclusions of the committee established in the original LOU regarding the inclusion of additional districts and schools.
3. Article G. Bereavement Leave.
Bereavement leave is now governed by common provincial language.
4. LoU No.1 Re: Process
A new process has been established to deal with the process of local and provincial bargaining.
5. LoU No.X Re: Agreed Understanding of the Term Teaching on Call.
The parties have agreed that the term "TTOC" (Teachers teaching on call) will replace the term "TOC" in the collective agreement. This LOU does not provide any changes to rights, entitlements or responsibilities of these teachers.
6. Article G._ TTOCs Conducting Union Business
This provision allows TTOCs to have unpaid leave in order to conduct business on behalf of the BCTF or the union local. Time spent conducting such business will be recognized for the purpose of seniority and experience recognition up to a maximum of 20 days per school year.
7. Article G._ Unpaid Discretionary Leave
This article now provides for a minimum entitlement of 3 days unpaid discretionary leave for all teachers each school year. Such leaves are subject to the educational needs of the district and the availability of replacements.
8. Article G.2 Compassionate Care Leave
Compassionate care leave will be granted pursuant to BC Employment Standards for a period up to 8 weeks to care for a family member. The district will pay 100% of the teacher's salary for the first 2 weeks plus 100% of the teacher's salary less whatever EI benefits they receive. This

benefit will be offset by a decrease in sick time usage. Granting of the leave is subject to a medical certificate on request.

9. Article G._ Family Responsibility Leave

Family responsibility leave will be granted pursuant to BC Employment Standards. Teachers are entitled to up to 5 days unpaid leave per school year to undertake responsibilities related to a member of the employee's immediate family.

10. The parties have agreed to renew the following:

- LoU No. 3.b Section 27.4 *Education Services Collective Agreement Act*
 - Maintenance of Amalgamated Salary Grids
 - Applies to SD No. 51 (Boundary)
- LoU Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School
- B.6 Salary Indemnity Plan Allowance
- B.12 Category 5+
- D.5 Middle Schools
- LoU No.6 Employment Equity – Aboriginal Employees.
- LoU No.15 Article C.2. – Porting of Seniority – Separate Seniority Lists.
- LoU No.16 Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts

11. The parties have agreed to delete the following Provincial LoUs:

- LoU No.4 Early Incentive Payment
- LoU No.5 One Time Payment to Teacher Inflation Adjustment Account
- LoU No.9 Rehabilitation Committee
- LoU No.10 Benefits Review Committee
- LoU No.11 2008 Salary Harmonization
- LoU No.13 Fiscal Dividend
- LoU No.14 Article B.12 Category 5+ Transitional Provisions

12. The parties have agreed to specifically continue discussions on professional growth, evaluation and the local/provincial split to be concluded in early fall.

13. The agreement is within the PSEC compensation mandate.