

TABLE OF CONTENTS

Summary of Terms of Settlement

No.	DOCUMENT
1.	Summary of Terms of Settlement
2.	Memorandum of Agreement re: Conclusion of 2022 Provincial Bargaining (S9)
3.	Acknowledgement of Traditional Territories (S2)
4.	Article A.1 Term, Continuation and Renegotiation (E13)
5.	Article B.1 Salary (U83)
6.	Article B.X Experience Recognition (E50)
7.	Article C.2 Seniority (E60)
8.	Article D.4 Preparation Time (E51)
9.	Article E.1 Non-Sexist Environment (S4)
10.	Article E.2 Harassment / Sexual Harassment (S10)
11.	Article F.X Professional Development Funding (U85)
12.	Article G.1 Portability of Sick Leave (E60)
13.	Article G.4 Bereavement Leave (U72)
14.	Article G.X Maternity/Pregnancy Supplemental Employment Benefit Plan (U86)
15.	Renewal and Deletions of Provincial LOUs (Letters of Understanding) (S5)

16. LOU No. 4 Re: Employment Equity – Indigenous Peoples (E53)
17. LOU No. 5 Re: Teacher Supply and Demand Initiatives (U78 with 2.e deleted)
18. LOU No. 9 Re: Provincial Extended Health Benefit Plan (E63)
19. LOU No. 10 Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools (E56)
20. LOU No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language (E57)
21. LOU No. X Committee to Discuss Indigenous Peoples Recognition and Reconciliation (S7)
22. LOU No. X Structural Review Committees (S8)
23. LOU No. X Re: Employment Equity – Groups That Face Disadvantage (U70)
24. Housekeeping (S3)

Memorandum of Agreement Ratified on November 30, 2022

Summary of Terms of Settlement (with proposal #)

- 1. Acknowledgement of Traditional Territories (S2)**
An acknowledgment of the traditional territories of the many First Nations within B.C. is added to the cover page of the provincial agreement.
- 2. Article A.1 Term, Continuation and Renegotiation (E13)**
We agreed to a 3-year term, in line with the government mandate and what other public sector unions have already agreed to.
- 3. Article B.1 Salary (U83)**
Year 1 – retroactive to July 1, 2022:
 - An increase of \$427 to each step of the salary grid
 - A general wage increase of 3.24%
 - The permanent elimination of the first step of each salary grid
Year 2—effective July 1, 2023:
 - A general wage increase ranging from 5.5% to 6.75% (dependent on CPI)
 - A 0.3% increase to the top step of the salary grid
Year 3—effective July 1, 2024:
 - A general wage increase ranging from 2% to 3% (dependent on CPI)
 - A 0.11% increase to the top step of the salary grid
- 4. Article B.X Experience Recognition (E50)**
A new provincial article that allows members who have taught in various First Nations schools in B.C. to have all their experience recognized for placement on the salary grid. This change is retroactive to July 1, 2022, and members must apply for it by June 30, 2023 (unless their local collective agreement provides for a different timeframe).

5. **Article C.2 Seniority (E60)**
Expands the allowable timeframe from the current 90 days to 120 days, in which members can initiate the process of porting seniority from other districts.
6. **Article D.4 Preparation Time (E51)**
Effective July 1, 2023, preparation time for full-time elementary teachers will increase from 110 to 120 minutes per week, according to the terms outlined in their local collective agreement.
7. **Article E.1 Non-Sexist Environment (S4)**
Definition expanded to clarify that no discrimination will be tolerated based on sex, gender identity or expression, or by refusing to acknowledge one's gender identity. Provides for a review of anti-sexist programs, materials and resources during a staff meeting to be held prior to October 31st of each school year.
8. **Article E.2 Harassment / Sexual Harassment (S10)**
Updates the definition of harassment and incorporates harassment based on grounds listed in the *B.C. Human Rights Code*. The changes also clarify the different processes that may be used to resolve complaints of harassment. As the Informal Resolution Process may involve the assistance of an administrator, it has been updated to comply with current WorkSafe BC requirements. The Formal Resolution Process now emphasizes the possibility of an alternative dispute resolution process (as opposed to a formal investigation) and allows for a complainant to request a mediator, investigator, or facilitator who is Indigenous or is a person of colour.
9. **Article F.X Professional Development Funding (U85—amended as per MOA)**
A new provincial article effective July 1, 2024. Provides for employer funding for professional development of no less than 0.20% of the Category 6 maximum step in each district, multiplied by the total teacher FTE (as of September 30 of the previous year). This language will replace local language that provides equal or less funding from the employer. It establishes a provincial minimum standard for professional development funding that will be linked to increases to salary. Following each round of bargaining, the provincial language will take effect if it exceeds the funding provided for in the local language.

10. **Article G.1 Portability of Sick Leave (E60)**

Expands the allowable timeframe from the current 90 days to 120 days, in which members can initiate the process of porting sick leave from other districts.

11. **Article G.4 Bereavement Leave (U72)**

The definition of “immediate family” continues to evolve away from the traditional view. Clarifies that a member is entitled to paid leave in the case of the death of a current ward.

12. **Article G.X Maternity/Pregnancy Supplemental Employment Benefit Plan (U86—amended as per MOA)**

This new article establishes a provincial standard for pay during maternity/pregnancy leaves. The provincial standard will see all members topped-up to 100% of pay for 16 weeks of maternity/pregnancy leave—100% of their current salary for the first week of the leave (the one-week EI waiting period), and for the remaining 15 weeks of the EI benefit period, if they receive EI benefits, the employer will top-up to 100% of their current salary.

Current local provisions vary widely and will be replaced by this article. In some districts, teachers on maternity/pregnancy leave currently receive no pay at all from the employer, while in others, the employer provides for 95% of current salary for 17 weeks.

SD 51 has an SEB plan that provides for 95% pay for 27 weeks. In addition, there are some existing local provisions that include two weeks of partial pay for teachers who do not qualify for EI benefits. There is also language in SD 36 that provides a specific SEB benefit for 17 weeks for members who do not qualify for EI benefits. These superior local provisions have been maintained.

The new provincial SEB plan will take effect on the date of ratification. Any member whose maternity/pregnancy leave starts after the ratification date will be entitled to 16 weeks of SEB, providing them 100% of their current salary.

13. **Renewal and Deletions of Provincial LOUs (Letters of Understanding) (S5)**

Identifies which LOUs are ongoing, which will be deleted, and which will be amended by the new provincial agreement.

14. **LOU No. 4 Re: Employment Equity – Indigenous Peoples (E53)**
Updates the terminology to Indigenous Peoples and clarifies the process for districts to apply for a special program to attract and retain more Indigenous educators in all areas of teaching. This revised LOU now includes the development of a provincial Implementation Guide to assist in the application for and implementation of special programs.
15. **LOU No. 5 Re: Teacher Supply and Demand Initiatives (U78—amended as per MOA)**
A joint committee will be established to review the criteria used previously to determine which schools/districts qualify as “remote” as the current list is outdated. This committee will also review the current demographics and data related to remote recruitment and retention. The information coming out of this committee may inform future rounds of provincial bargaining.
16. **LOU No. 9 Re: Provincial Extended Health Benefit Plan (E63)**
Effective January 1, 2023, registered counsellors and social workers will be added to the existing Psychologist coverage, and the combined coverage will increase from \$900 to \$1200. Coverage for Dexcom continuous glucose monitors will be added to the plan. The limit for services of chiropractors, massage therapists, physiotherapists, and acupuncturists will increase from \$900 to \$1000 each.

Following ratification, the parties will determine additional improvements to health and dental benefits with ongoing allocations of \$1.5 million effective July 1, 2023, and an additional \$2.0 million effective July 1, 2024.
17. **LOU No. 10 Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools (E56)**
Renewed with corrected school names.
18. **LOU No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language (E57)**
Renews paragraph 4.E in Section II—Non-enrolling teacher Staffing Ratios. If any non-enrolling teacher positions remain vacant after the post and fill process, the local parties meet to discuss alternatives for utilizing the FTE in another way.
19. **LOU No. X Committee to Discuss Indigenous Peoples Recognition and Reconciliation (S7)**
A new provincial LOU that will see a joint committee established to discuss ways the provincial parties can support the *Declaration of the Rights of*

Indigenous Peoples Act (DRIPA) and the Truth and Reconciliation Commission of Canada Calls to Action, including how to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend potential changes to the collective agreement.

20. LOU No. X Structural Review Committees (S8)

1. A tri-partite committee of representatives from government, BCPSEA and BCTF will be established to review the split-of-issues between provincial and local matters. Any mutual recommendations will be presented to government ministers and respective parties prior to the next round of bargaining.
2. Representatives from BCTF and BCPSEA will meet to review the trial procedure that saw local bargaining start before the opening of provincial bargaining. The committee may make a determination regarding an extension to the trial procedure.

21. LOU No. X Re: Employment Equity—Groups That Face Disadvantage (U70)

A new provincial LOU that encourages districts to seek the support of locals in applying for and implementing a special program that will see the hiring of more teachers who belong to “groups that face disadvantage” (as defined by the Office of the Human Rights Commissioner) such as people with disabilities/disabled people, racialized people, LGBTQ2S+ people, etc. The provincial parties will develop communications and training to support such applications, in conjunction with that developed in LOU 4 (Employment Equity—Indigenous Peoples).

22. Housekeeping (S3)

Refers to fixing known typos or reference errors to update the provincial collective agreement.

23. Effective Date

The provisions in this Memorandum of Agreement will become effective on the date of final ratification by both parties, unless specified otherwise in individual proposals.

Agreement S9

Date: October 28, 2022 Time: 01:30



MEMORANDUM OF AGREEMENT

Between:

British Columbia Public School Employers' Association ("BCPSEA")

and

British Columbia Teachers' Federation ("BCTF")

Re: Conclusion of 2022 Provincial Bargaining

The parties agree to recommend to their principals for ratification the following changes to the 2019-2022 provincial collective agreement. Any proposals not identified in this agreement are deemed withdrawn without prejudice.

- 1. Acknowledgement of Traditional Territories**
Signed agreement S2 (May 5, 2022)
- 2. Article A.1 Term, Continuation and Renegotiation**
See proposal E13
- 3. Article B.1 Salary**
See proposal U83
- 4. Article B.X Experience Recognition**
See proposal E50
- 5. Article C.2 Seniority**
See proposal E60
- 6. Article D.4 Preparation Time**
See proposal E51

E & O E

7. Article E.1 Non-Sexist Environment

Signed agreement S4 (May 31, 2022)

8. Article E.2 Harassment / Sexual Harassment

The parties agree to continue discussions on E33 and U84. If agreement is reached by 3pm October 28, 2022, the agreement will form part of this MOA. If the parties cannot reach agreement, E.2 amendments are withdrawn without prejudice and will not form part of this MOA

9. Article F.X Professional Development Funding

See proposal U85 – amend F.X.3 to read:

Upon ratification in each subsequent round of bargaining, where Article F.X.1 does not already apply, then Article F.X.2 will be implemented as part of the melding process.

10. Article G.1 Portability of Sick Leave

See proposal E60

11. Article G.4 Bereavement Leave

See proposal U72

12. Article G.X Maternity/Pregnancy Supplemental Employment Benefit Plan

See proposal U86 – agreed to with additional strike-through to “(or later agreed to date)” in implementation note 3.a.

13. Renewal and Deletions of Provincial LOUs

Signed agreement S5 (June 1, 2022) – various LOU renewals and deletions

14. LOU No. 4 Re: Employment Equity – Indigenous Peoples

Signed agreement S6 (June 15, 2022) – LOU No. 4

See proposal E53 – wording updated to reflect U70

15. LOU No. 5 Re: Teacher Supply and Demand Initiatives

See proposal U78 – with deletion of 2.e of proposal

16. LOU No. 9 Re: Provincial Extended Health Benefit Plan

See proposal E63

17. LOU No. 10 Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools

See proposal E56

18. LOU No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language

See proposal E57

19. LOU No. X Committee to Discuss Indigenous Peoples Recognition and Reconciliation

Signed agreement S7 (June 15, 2022)

20. LOU No. X Structural Review Committees

Signed agreement S8 (June 22, 2022)

21. LOU No. X Re: Employment Equity – Groups That Face Disadvantage

See proposal U70

22. Housekeeping

Signed agreement S3 Revised (May 11, 2022 – 2:46pm)

23. Effective Date

The provisions in this Memorandum of Agreement will become effective on the date of final ratification by both parties, unless specified otherwise.

Signed this 28th day of October, 2022.

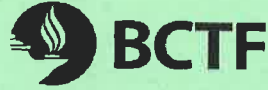


Leanne Bowes
BCPSEA



Clint Johnston
BCTF

Agreement S2



Date: May 5, 2022 Time: 14:07pm

The parties agree to add the following to the cover page of the provincial collective agreement and each working document:

ACKNOWLEDGEMENT OF TRADITIONAL TERRITORIES

The employer and the union acknowledge that the Province of British Columbia is situated on the traditional territories of many First Nations, each with their own unique traditions and history. We commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups.

Signed this 5th day of May, 2022

For BCTF

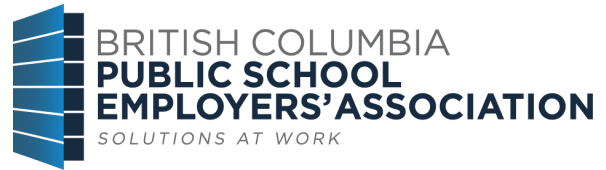
A handwritten signature in blue ink, appearing to read "Rhosizak", written over a horizontal line.

For BCPSEA

A handwritten signature in blue ink, appearing to read "A. Bowles", written over a horizontal line.

BCPSEA Proposal E 13

Date: April 6, 2022 Time: 1:27pm



Term

The term of the collective agreement will be three (3) years: July 1, 2022 – June 30, 2025.

Amend Article A.1 as follows:

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, ~~2013~~ **2019** to June 30, ~~2019~~ **2022** including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, ~~2019~~ **2022** to June 30, ~~2022~~ **2025**. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, ~~2022~~ **2025** the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.

...

Note: remainder of Article A.1 remains unchanged



Bargaining Proposal—2022—XX

Proposal Number: U83

Date: October 27, 2022 Time: 23:38

Changes are tracked from Article B.1 Salary

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, ~~2019~~ **2022**— ~~2% adjustment to the Local Salary Grids~~
 - i. **\$427 to each step of the salary grid; and**
 - ii. **3.24%**
 - b. Effective July 1, ~~2020~~ **2023**— ~~2% adjustment to the Local Salary Grids~~
 - i. **by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.6**
 - c. Effective July 1, ~~2024~~ **2024**—
 - i. **by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.6**
2. **Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:**
 - a. Teachers employed on the date of ratification and who were employed on July 1, ~~2019~~**2022** shall receive retroactive payment of wages to July 1, ~~2019~~**2022**.
 - b. Teachers hired after July 1, ~~2019~~**2022** and **who** were employed on the date of ratification, ~~and teachers who retired between July 1, 2019 and the date of ratification,~~ shall have their retroactive pay pro-rated from their date of hire to the date of ratification ~~or from July 1, 2019 to date of retirement.~~
 - c. **Teachers who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay pro-rated from July 1, 2022 to their date of retirement.**

3. The following allowances shall be adjusted in accordance with the **percentage** increases in B.1.1.a, ~~b~~, and ~~e~~ above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the **percentage** increases in B.1.1.a, ~~b~~, and ~~e~~ above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies

5. ~~Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.~~
Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.

6. **Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.**

7. **Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.**

7. ~~8~~ **Effective July 1, 2021** Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/-term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

8. **9. 2023 and 2024 Cost of Living Adjustments (COLA)**
The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in B.1.1 means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month

moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

Signed this _____ day of _____, 2022

For BCTF

For BCPSEA

BCPSEA Proposal E50

Date: October 27, 2022 Time: 9:30am



Changes are tracked from U73

ARTICLE B.X EXPERIENCE RECOGNITION

1. Effective July 1, 2022 employees who have worked as a teacher (or in a **BCTF** bargaining unit equivalent position) in British Columbia while employed by:
 - a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
 - b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or
 - c. a treaty First Nation that is operating a school under the treaty First Nation's laws;

shall receive credit for their work experience for the purposes of placement on the salary scale.

--- end of provincial language ---

Implementation:

- ~~In addition to any local provisions regarding experience recognition,~~ Existing employees shall have until June 30, 2023 to provide new **Article B.X** experience credit documentation.
- **The parties recognize that existing local provisions regarding experience recognition continue to apply.**
- This is new provincial language – the only deletions **of local language** would be if the local language is inconsistent with the provincial language. All other local language stays the same. ~~No employee shall be negatively impacted by the application of the provincial article.~~
- The accrual is subject to the same limits as the local language, except that existing employees who provide experience credit documentation by June 30, 2023 may exceed **any local annual increment** ~~limits despite any local language~~ restrictions.

BCPSEA Proposal E 60

Date: October 27, 2022 Time: 8:23pm



Tracked from the current Collective Agreement language. Counterproposals to U27 and U71.

Amend articles C.2.b.ii and G.1.3.b as follows. The remainder of the articles are unchanged.

ARTICLE C.2 SENIORITY

b. Seniority Verification Process

- i. The new school district shall provide the employee with the necessary verification form at the time the employee 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)~~ **one hundred and twenty (120)** days of receiving a continuing appointment in the new 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.

ARTICLE G.1 PORTABILITY OF SICK LEAVE

3. Sick Leave Verification Process

- a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
- b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ~~ninety (90)~~ **one hundred and twenty (120)** days of commencing employment with the new school district.
- c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

BCPSEA Proposal E51

Date: October 27, 2022 Time: 9:36am



Counter proposal to U77. Proposal marked up from Article D.4

ARTICLE D.4 PREPARATION TIME

1. Each full-time elementary teacher shall receive ~~100~~ **110** minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective ~~June 30, 2019~~ **July 1, 2023**, each full-time elementary teacher shall receive ~~110~~ **120** minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

Agreement S4

Date: May 31, 2022 Time: 1503

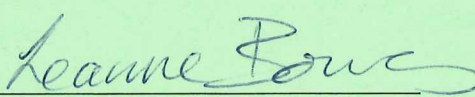


ARTICLE E.1 NON-SEXIST ENVIRONMENT

1. A non-sexist environment is defined as that in which there is no discrimination against employees **based on sex, gender identity or expression, including** by portraying them in gender stereotyped roles, **refusing to acknowledge their identity**, or by omitting their contributions.
2. The employer does not condone and will not tolerate any ~~written or verbal~~ expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development, **distribution, integration and implementation** of ~~an~~ anti-sexist educational programs, activities, and learning resources for both staff and students, ~~and their integration and implementation.~~
4. **Prior to October 31st of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.**

Signed this 31st day of May, 2022


BCTF


BCSPEA

Agreement S10

Date: October 28, 2022 Time: 1459



Renumber the proposal as appropriate – to be agreed to by the provincial parties when drafting the Provincial Collective Agreement.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

- a. **The employer recognizes the right of all employees to work, to conduct business and to otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.**
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. -Proven harassers shall be subject to discipline and/or corrective actions. -Such actions may include:
 - i. counselling;
 - ii. courses that develop an awareness of harassment,
 - iii. verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
- e. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- f. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

2. Definitions

a. Harassment includes:

- i. ~~sexual harassment; or~~
- ii. any improper behaviour that would be **cruel and/or** offensive to any reasonable person, is unwelcome, and which the -initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as **exclusion**, intimidation, threats, coercion and -blackmail-; **or**
- vi. **sexual harassment.**

b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of **visual or written** material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

3. Resolution Procedure

a. Step 1 – Informal Resolution Process

Note: Step 1 (Informal Resolution Process) is not required in order to proceed to Step 2 (Formal Complaint Process).

- i. **At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.**
 - ii. The complainant, ~~if comfortable with that approach,~~ may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
 - iii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep **representative** or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. **The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop.** ~~iii. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes.~~
 - iv. **If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.**
 - v. **In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.**
- b. Step 2 – Formal Complaint Process
- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
 - ii. The complaint should include **a description of** the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

- iii. **The complainant may request that the employer consider an alternative dispute resolution process to attempt to resolve the complaint.**
- iv. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- v. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. **Step 3 – Formal Resolution Process**

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant, **including information about any requested alternative dispute resolution process.** Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i.(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation **or other formal resolution process** shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request **an investigator, mediator or facilitator who:**
 - (1) ~~that the investigator shall be~~ **is** of the same gender as the complainant; ~~and/or~~

- (2) ~~an investigator who has Aboriginal~~ **is Indigenous** ancestry, and/or **has** cultural knowledge and sensitivity if a complainant self-identifies as **Indigenous** ~~Aboriginal~~;
- (3) **is a person of colour if the complainant is a person of colour.**

Where practicable the request(s) will not be denied.

- v. The **Where there is an investigation, the** investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
- vi. **Participation in mediation or an alternative dispute resolution process (per Article E.2.3.c.i.2) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.**

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing **whether there was a finding of harassment, and whether** that disciplinary action was or was not taken.

- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. ~~When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:~~
 - i. ~~All discussions shall be solely an attempt to mediate the complaint;~~
 - ii. ~~Any and all discussions shall be completely off the record and will not form part of any record;~~
 - iii. ~~Only the complainant, respondent, and administrative officer shall be present at such meetings;~~
 - iv. ~~No discipline of any kind would be imposed on the respondent; and~~
 - v. ~~The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.~~
- b. ~~Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.~~
- c. ~~In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.~~

6. Training

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
- i. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
 - iv. outlining strategies to prevent harassment and sexual harassment;
 - v. a review of the resolution **procedures** of **Article E.2** harassment and sexual harassment as outlined in this Agreement;
 - vi. understanding malicious complaints and the consequences of such;
 - vii. outlining any Board policy for dealing with harassment and sexual harassment;
 - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

Signed this 28th day of October, 2022


BCTF


BCPSEA



Bargaining Proposal—2022–XX

Proposal Number: U85

Date: October 27, 2022 Time: 23:53

ARTICLE F.X PROFESSIONAL DEVELOPMENT FUNDING

1. Effective July 1, 2024, the employer shall provide professional development funding not less than one fifth of one percent (0.20%) of the Category 6 maximum step, multiplied by the total teacher FTE in the District, as of September 30 of the previous year.
2. This article replaces only local provisions regarding professional development funding that do not equal or exceed the minimum funding required in Article F.X.1.
3. **Upon ratification in each subsequent round of bargaining, Article F.X.2 will be implemented as part of the melding process.**

---- end of proposed language ----

Implementation

- The September 30th teacher FTE numbers as Ministry/ EDAS reported

Signed this _____ day of _____, 2022

For BCTF

For BCPSEA



Bargaining Proposal—2022–XX

Proposal Number: U72

Date: October 24, 2022 Time: 11:57 a.m

Changes are tracked from E39

ARTICLE G.4 BEREAVEMENT LEAVE

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family.

For the purposes of this article “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), **current ward**, grandchild or grandparent of an employee (including in-law), and

~~b. **the employee’s current ward**~~

- b. **A**ny person who lives with an employee as a member of the employee’s family.

2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied.

For the purpose of Article G.4.3 “family member” means:

- a. in relation to an employee:

- i. a member of an employee's immediate family;
- ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, **former** ward or guardian or their spouses;

- b. in relation to an employee's spouse or common-law partner or same-sex partner:

- i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Signed this _____ day of _____, 2022

For BCTF

For BCPSEA



Bargaining Proposal—2022–XX

Proposal Number: U86
Date: October 27, 2022 Time: 23:58

Tracked changes from E61

Maternity/Pregnancy Supplemental Employment Benefits

Insert Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefit as follows:

Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefit

1. **Effective <date of ratification or later date as agreed to by the parties>**, ~~w~~When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
 - a. One hundred percent (100%) of their current salary for the first week of the leave; and
 - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

-- End of Proposed Language --

The parties further agree to the following:

1. Terminology - use of maternity/pregnancy

For the purposes of this collective agreement, the term “maternity/pregnancy” leave has the same meaning as maternity leave in Part 6 of the *Employment Standards Act* and is not intended to create any enhanced benefits. The use of maternity/pregnancy in place of maternity is intended to recognize a spectrum of gender identity and gender expression.

~~2. Employment Standards Act~~

~~The parties recognize that the Employment Standards Act will be amended from time to time and agree that the Act in effect at the time of granting the leave will apply, unless the Act specifies otherwise.~~

2. Implementation / melding

- a. It is not the intention of the parties to change how SEB is currently applied. Any existing practice or language relating to how SEB is paid, will remain in place, including whether SEB is calculated as 1/40 or 1/52 of annual salary, and whether SEB is provided over 10 months or over 12 months.
 - ~~b. The application of G.12 will be effective the date of ratification, or a later date agreed to between the parties.~~
 - c. The parties agree that Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefit will not apply in School District No. 51 (Boundary). The local language of Article G.27 Maternity Leave/SEB Plan will remain in place.
 - d. The September 29th, 2020 Settlement Agreement (Re: Impact of reduced Employment Insurance Waiting period on Maternity/Parental Supplementary Employment Benefit Provisions) will continue to apply in SD No. 51 for the purposes of maternity SEB. ~~The application of the Settlement Agreement to parental leave is not impacted by this MOA.~~**
 - e. The September 29th, 2020 Settlement Agreement (Re: Impact of reduced Employment Insurance Waiting period on Maternity/Parental Supplementary Employment Benefit Provisions) will continue to apply to parental leave/SEB in all districts.**
 - f. The parties agree that SD No. 36 (Surrey) will retain Article G.21.4.h.iii *pregnant employee on pregnancy leave and not eligible for EI, and/or Birth mother on parental leave not eligible for EI.*
 - g. Where the existing local language provides for 2 weeks of pay when an employee commences maternity leave, and the 2 weeks of pay does not require the employee to be in receipt of or eligible for EI, the local language will be retained. For clarity, an employee who accesses this local language will not be eligible for any portion of G.12.1.
3. Transitional Period for Employees on Maternity/pregnancy leave at the time G.12 commences
- a. Where current local maternity SEB language does not exist, or provides payment for the first two weeks of the leave only, a member whose maternity / pregnancy leave begins prior to date of ratification (or a later agreed to date) will receive any increases in SEB benefits as per G.12 above for any weeks that remain in the maternity / pregnancy SEB benefit period of G.12.
 - b. Where the current local maternity SEB language provides for a two week payment followed by a 15 week SEB top-up, a member who has already commenced their maternity / pregnancy leave, and who will be in receipt of maternity SEB top-up as of the date G.12 becomes effective, will have the option to:
 - i. receive any increases in SEB benefits as per G.12 above for any weeks that remain in the maternity / pregnancy SEB benefit period of G.12; or

- ii. **remain on the local maternity leave SEB top-up for the established local 15 week duration and at the established local top-up percentage rate.**

Where an employee does not communicate a selection to the school district prior to the commencement of G.12, the employee will be moved to the G.12 SEB benefit.

Signed this _____ day of _____, 2022

For BCTF

For BCPSEA

Agreement S5

Date: June 1, 2022 Time: 14:57



The parties agree to Renew or Delete the following existing provincial letters of understanding.

No. 2 **Renew** *Re: Agreed Understanding of the Term Teacher Teaching on Call*

No. 3.a **Renew** *Re: Section 4 of Bill 27 Education Services Collective Agreement Act*

No. 3.b **Renew** *Re: Section 27.4 Education Services Collective Agreement Act*

No. 6 **Renew** *Article C.2. – Porting of Seniority – Separate Seniority Lists*

*No. 7 **Renew** *Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts*

No. 8 **Renew** *Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List*

No. 11 **Renew** *Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District*

No. 13 **Delete** *Re: Section 53 – Joint Consultation and Adjustment Opportunities*

No. 15 **Delete** *Re: Maternity/Pregnancy Supplemental Employment Benefits*


No. 16 **Delete** *Re: Early Career Mentorship*

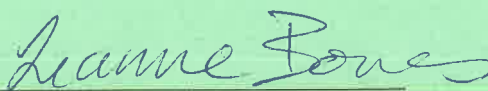
No. 17 **Delete** *Re: Potential Grievance Resolution*

* This agreement is without prejudice to the ongoing Article C.2 and Article G.1 discussions.

Note: as of June 1, 2022 any existing LOUs not listed remain as active proposals at the provincial bargaining table.

Signed this 1st day of June, 2022


BCTF


BCSPEA

Employer Proposal E53

Date: October 27, 2022 Time: 9:57am



The parties agree to update Signed Agreement S6 LOU No. 4 to align with the general structure of wording in LOU X Employment Equity – Groups that Face Disadvantage (U70). The updated changes are highlighted below.

LOU NO. 4 RE: EMPLOYMENT EQUITY – ~~ABORIGINAL EMPLOYEES~~ INDIGENOUS PEOPLES

The parties recognize that ~~Aboriginal employees~~ **Indigenous Peoples** are underrepresented in the public education system. The parties are committed to redressing the under-representation of ~~Aboriginal employees~~ **Indigenous Peoples in the workforce** and therefore further agree that:

1. They will encourage ~~and assist~~ **support** local boards of education, **with the support of** ~~and the teacher union locals~~ local teachers' unions, to make application to the ~~Human Rights Tribunal~~ **Office of the Human Rights Commissioner** under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain ~~Aboriginal~~ **Indigenous** employees.
2. **They parties** will encourage ~~and assist~~ local boards of education and ~~teacher union locals~~ local teachers' unions to include **a request to grant:**
 - a. **priority hiring rights to Indigenous applicants; and**
 - b. **priority in the post and fill process and** layoff protections for ~~Aboriginal~~ **Indigenous** employees in applications to the ~~Human Rights Tribunal~~ **Office of the Human Rights Commissioner**.
- ~~3. The parties will assist local boards of education and local teacher unions as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.~~
3. **The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.**
- 5.4. **The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.**

6.5. The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.

Interpretation Note:

The terminology 'Indigenous Peoples' is understood by the parties to have the same meaning as 'Aboriginal Peoples' in section 35(2) of the *Constitution Act, 1982*.

Signed this 15th day of June, 2022

BCTF

BCPSEA



Bargaining Proposal—2022–XX

Proposal Number: U78

Date: October 27, 2022 Time: 17:23

Changes are tracked from E54

LOU No. 5 Re: Teacher Supply and Demand Initiatives

The BC Teachers’ Federation and the BC Public School Employer’s Association agree to support the recruitment and retention of a qualified teaching force in British Columbia.

1. Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of **\$2,761 effective July 1, 2022**

Effective July 1, 2019	\$ 2,570
Effective July 1, 2020	\$ 2,622
Effective July 1, 2021	\$ 2,674

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.

- b. All employees identified will receive the annual recruitment allowance of **\$2,761 effective July 1, 2022**

Effective July 1, 2019	\$ 2,570
Effective July 1, 2020	\$ 2,622
Effective July 1, 2021	\$ 2,674

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.

- c. The allowance will be paid as a monthly allowance.

2. Joint Remote Recruitment and Retention Review Committee

The parties agree to establish a committee within ~~two (2)~~ **six (6)** months of the conclusion of the 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by BCTF and up to three (3) representatives appointed by BCPSEA.

The committee will **review**:

- a. ~~review the 2008 criteria used to establish Schedule A;~~
- b. ~~utilize current demographics and data related to implementation of LOU 5 to review whether Schedule A aligns with the 2008 criteria;~~
- c. **cost implications of potential future changes to LOU 5;**
- d. **current data related to remote recruitment and retention;**
- e. **possible additional strategies to address remote recruitment and retention**
- f. ~~where mutually agreed to, revise the 2008 criteria;~~
- g. ~~where necessary apply the revised criteria to update Schedule A, effective July 1, 2023;~~
- h. ~~where mutually agreed to, revise the annual recruitment allowance established in paragraph 1, effective July 1, 2023~~

~~For the purposes of 2.c, d and e, the committee will have available \$5 million effective July 1, 2023.~~

~~3. Joint Remote Recruitment and Retention Review Committee Dispute resolution~~

~~In the event the parties cannot reach agreement on allocating the available money:~~

- a. ~~the matter will be referred to mediation;~~
- b. ~~the mediator will have consideration for the purpose of the committee;~~
- c. ~~should a mediated agreement not be reached, the mediator will make a binding decision for the allocation of funds;~~
- d. ~~the mediator's decision cannot exceed \$5 million.~~

The parties agree to complete the work of the committee January 1, 2024 (or other period as mutually agreed to).

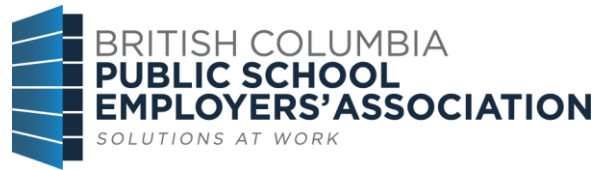
Signed this _____ day of _____, 2022

For BCTF

For BCPSEA

BCPSEA Proposal E63

Date: October 28, 2022 Time: 1:22 am



Counter proposal to U79

Re: Benefits Improvements

- 1) The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
 - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
 - b. **in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), if possible, rename the grouping of "Psychologist" coverage to "Psychological Counselling Services";**
 - c. include coverage for the Dexcom Continuous Glucose Monitor;
 - d. increase Chiropractic coverage to \$1000;
 - e. increase Massage Therapist coverage to \$1000;
 - f. increase Physiotherapist coverage to \$1000; **and**
 - g. increase Acupuncturist coverage to \$1000.
- 2) The parties further agree to enter into discussion around the allocation of:
 - a. Effective July 1, 2023 ~~\$4,200,000~~ **1,500,000** of ongoing money
 - b. Effective July 1, 2024 an additional ~~\$5,000,000~~ **2,000,000** of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, **local dental plan provisions**, and local dental plan levels of minimum coverage.

- 3) The parties will conclude benefit improvement discussion by no later than April 30, 2023.

BCPSEA Proposal E 56

Date: October 27, 2022 Time: 10:14am



Renew the existing provincial letter of understanding as follows:

No. 10 *Re: Recruitment and Retention for Teachers at ~~Elementary~~ Beaverdell and Big White Elementary Schools*

BCPSEA Proposal E 57

Date: October 27, 2022 Time: 10:16am



Renew and update the existing provincial letter of understanding as follows:

LOU No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language

II. NON-ENROLLING TEACHER STAFFING RATIOS

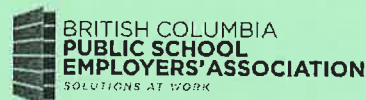
4. All language pertaining to learning specialists shall be implemented as follows:

...

- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the ~~2019—2022~~ **2022-2025** BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

Agreement S7

Date: June 15, 2022 Time: 11:27AM



Insert new letter of understanding as follows:

LOU X Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation

The provincial parties commit to building respectful, productive, and meaningful relationships with Indigenous groups.

The parties agree to establish a committee within two (2) months of the conclusion of 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by the BCTF and up to three (3) representatives appointed by BCPSEA, unless mutually agreed otherwise.

Representatives from the First Nations Education Steering Committee (FNESC), and other organizations as agreed to by the parties, will be invited to participate. The scope of participation and scheduling of these representatives will be by mutual agreement of the parties.

The committee will:

1. Discuss ways that the parties can support:
 - a. *Declaration on the Rights of Indigenous Peoples Act* and specifically, the education commitments of the Declaration Act Action Plan;
 - b. Truth and Reconciliation Commission of Canada: Calls to Action
2. Review the collective agreement to identify ways to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend to the provincial parties potential changes to the collective agreement.

Interpretation Note:

The terminology 'Indigenous Peoples' is understood by the parties to have the same meaning as 'Aboriginal Peoples' in section 35(2) of the *Constitution Act, 1982*.

Signed this 15th day of June, 2022

BCTF

Leanne Bowe
BCPSEA

Agreement S8

Date: June 22, 2022 Time: 1105



Insert new letter of understanding as follows:

LOU X STRUCTURAL REVIEW COMMITTEES

1. Tri-partite sub-committee to review the split-of-issues

Further to Mediator Schaub's recommendation in his June 7, 2021 Section 53 Report, the parties agree to establish a sub-committee to review the split-of-issues between Provincial Matters and Local Matters.

The sub-committee will consist of equal representation from Provincial Government, BCPSEA, and BCTF. There will be no more than three (3) representatives from each party.

The sub-committee will commence within three (3) months of the conclusion of the 2022 provincial bargaining process.

The committee will provide their agreed to recommendations to the appropriate Ministers of the Provincial Government and their respective parties within two (2) months of their first meeting, or another period mutually agreed to.

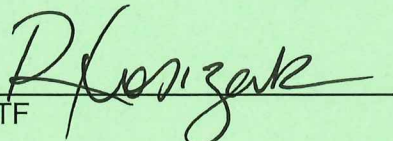
2. Review of local bargaining trial procedure

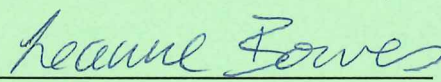
The parties agree to review the 2022 Local Bargaining Procedure within six (6) months of the completion of the 2022 round of provincial collective bargaining, or another period as mutually agreed to by the provincial parties.

The parties may make determinations about an extension of the Procedure without prejudice to either party's ability to raise Letter of Understanding No. 1 *Re: Designation of Provincial and Local Matters* in provincial collective bargaining.

A committee of not more than three (3) BCPSEA and three (3) BCTF representatives will complete the review. The committee will conclude its work within two (2) months of the first meeting date, or another period as mutually agreed.

Signed this 22 day of June, 2022


BCTF


BCPSEA



Bargaining Proposal—2022–XX

Proposal Number: U70

Date: October 18, 2022 Time: 15:18

Counterproposal to E44 changes tracked from E44.

LOU NO. X RE: EMPLOYMENT EQUITY – GROUPS THAT FACE DISADVANTAGE

The parties support building a public education system workforce which reflects community diversity.

The parties recognize that Boards of Education may identify within their workforce the need to support groups who face disadvantage as recognized by the Office of the Human Rights Commissioner (e.g. racialized people, people with disabilities/disabled people, LGBTQ2S+ people, etc.).

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers’ unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a “special program” that would serve to attract and retain employees from groups who face disadvantage.
2. They **will** encourage boards of education to ~~discuss~~ **consult** with the local teachers’ unions **regarding** the identification of **the** group(s) the special program is intended to attract and retain.
3. **They will encourage boards of education to consult with the local teachers’ unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.**
4. They will encourage and assist boards of education and local teachers’ unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
 - a. priority hiring rights to applicants from groups who face disadvantage; and
 - b. priority in the post and fill process for employees from groups who face disadvantage.
5. ~~The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.~~
6. 5. In conjunction with LOU No. 4, the provincial parties will jointly:

- a. develop communications and training which will support the application for and implementation of special programs in districts; and
- b. develop an Implementation Guide to share with boards of education and local teachers' unions.

Signed this _____ day of _____, 2022

For BCTF

For BCPSEA

Agreement S3 (revised)

Date: May 11, 2022 Time: 14:46



Housekeeping of the 2019 – 2022 Provincial Language

1. Standardize uppercase capitalization of “Collective Agreement” and “Previous Collective Agreement”
2. Standardize signature blocks on LOUs
3. Standardize hyphenation of “vice-principal”
4. Standardize single space after periods

e.g., A.1.1, A.3.2, A.4, A.5.3, A.6.2.a, A.6.3.a, A.6.4.a, A.6.7.b, A.6.8.b, B.1.6, B.4.1, B.5.4, B.5.5, B.5.6, B.8.3, B.8.5, B.9.2, B.11.3, D.6.2, E.1.2, E.2.1.b, E.2.3.a.ii, G.2.2, G.6.6, G.6.7, G.10
5. Standardize terminology of TTOCs, such that the first use of “TTOC” in all articles is spelled out and abbreviated as “Teachers Teaching on Call (TTOC)” and any subsequent use is “TTOC” or “TTOCs”

e.g., A.6.9.e, A.10.2
6. A.1 preamble and A.1.2—add comma after date
7. A.5.2 – remove comma
If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
8. A.5.4—hyphenate “half-day” and “full-day”
9. A.6.6 and A.6.7—capitalize “Local Matters Grievance” and “Provincial Matters Grievance” and remove quotation marks.
10. A.6.9.e.i – change the period to a semi-colon at end of the sub-clause
11. A.7.2.f – remove extra space at the end of sentence
12. A.7.2.k – remove the first “to”
Neither party shall appeal or ~~to~~ seek to review a decision of the arbitrator.
13. A.10 – remove apostrophe in article title
LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT
14. A.10.2—add space between “(TTOC)” and “who”
15. B.1.3—delete extra space after “in” and hyphenate “One-Room School”

16. B.1.6 – delete “Effective July 1, 2021,” and remove extra space after slash “Temporary/-term contract”
17. B.2.6 – remove (a) numbering
18. B.2.6.a—delete extra space after “TTOC”
19. B.10.1—reformat to \$0.XX/kilometre
20. B.10.2—replace “5 cents/kilometer” with “\$0.05/kilometre”
21. B.10.4—renumber to insert “h” before “School District No. 79” and “i” before “School Districts 70 and 84”
22. B.11—italicize note
23. B.11.3 – change “per cent” to “percent”
24. B.12.1.a.ii—delete extra space before “British Columbia”
25. B.12.3.a—delete space in “and/or”
26. B.13—delete “Effective July 1, 2020” and capitalize “Each”
27. C.2.2.a—update clause and delete note

Porting Seniority

- a. ~~Effective July 1, 2020 and despite~~ **Despite** Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

~~[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]~~

28. D.4 – change “100 minutes” to “110 minutes” in D.4.1 and delete D.4.2
29. D.6—italicize note
30. G.2.2—italicize “Employment Standards Act”
31. G.2.3.a – add “and” at the end of the sentence
32. G.2.3.c – capitalize “~~current~~ Current”
33. G.5.1—delete extra space after “unpaid” and before “availability”
34. G.5.2—delete extra space after “local”
35. G.6.1.a—delete extra space after “authorized” and before “board”

36. G.9.1.a and G.9.1.b—lowercase “replacing” and “their”
37. G.9 and G.9.4 – insert hyphen into article title “VICE PRINCIPAL” and remove extra spacing around “Vice – Principal”
38. G.10—capitalize “Leave” in G.10.a and lowercase “will” after the list
39. LOU 1, Appendix 1 – correct cross references to addendums (E.2, F.2)
40. LOU 1, Appendix 2 – correct cross references to addendums (E.9, F.1, F.2.4)
41. LOU 3.a, clause 7.2 – correct typo in title from “I2” to “12”
42. LOU 3.a, clause 9.1.ii – remove “in.”

SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in:

43. LOU 9, clause 7 – update the January 30, 2015 date and the list as appropriate
44. LOU 11, clause 2 – change “experienced” to “experience”
45. LOU 11, clause 12 – remove “of LOU 16(c)”
46. LOU 12 – update “Memorandum of Agreement” to “Letter of Understanding” in 4th paragraph

AND WHEREAS this ~~Memorandum of Agreement~~ **Letter of Understanding** has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada’s Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

Signed this 11 day of MAY, 2022


BCTF


BCSPEA