

Proposed Provincial Collective Agreement Between the BC Public School Employers' Association and the BC Teachers' Federation

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- **Frequently Asked Questions**

We have prepared responses to frequently asked questions regarding the proposed Provincial Collective Agreement (PCA) reached between BCPSEA and the BCTF on June 30. The responses are provided based on the anticipated BCTF ratification of the terms of settlement. No aspect of the settlement will be implemented until the BCTF has ratified the proposed agreement.

PART 1: Compensation — Salary, Incentive/Resource Bonus, Inflation Adjustment Account

1. When will boards be able to pay out the one-time incentive bonus to eligible teachers?

Upon ratification by the members of the BCTF (anticipated in late August/early September), the government will send the funds to districts in accordance with the data supplied by individual boards and the process developed by BCPSEA and the BCTF.

2. How will boards calculate the incentive?

There is a formula in the Letter of Understanding for continuing and term teachers, and a different formula for TOCs. In both cases it is based on FTE and time worked.

3. Will the \$300 for past purchases of professional resources also be paid to TOCs?

Yes. The \$300 professional resource bonus is prorated in the same manner as the \$3,700 one-time incentive, based on days worked.

4. Who will benefit from the \$20 million paid into the Inflation Adjustment Account of the Teachers' Pension Plan?

All retired persons in receipt of a pension from the Teachers' Pension Plan will benefit from this payment, as this amount will be added to the fund that pays for inflationary increases to the pension plan. The current plan covering inflationary increases will run out in 2024 and this infusion of funds will add about one year to that date.

5. I understand that salaries will increase by the general wage increases. Do the increases impact any other provisions of the collective agreement?

The settlement also provides that identified allowances will be increased by the same percentage as the general wage increases. The identified allowances are: department head, positions of special responsibility, first aid, one-room school, isolation and related allowances, moving/relocation, and the new recruitment and retention allowance.

The TOC daily rate in each district will also increase by the same percentage as the general wage increases. For districts that recently increased their TOC rates to \$190 per day, the new base rate is \$194.75 per day.

PART 2: Grid Harmonization

6. When will the 2006 salary grid harmonization process arising out of the October 20, 2006 Ready Recommendations be complete?

We have sent to districts their post-harmonization salary grids effective as at April 1, 2006. We are asking each district to carefully review the grids and contact BCPSEA with any questions.

7. Will the 2006 harmonization monies arising from Vince Ready be retroactive to April 1?

Yes. Retroactive monies will be payable to all regular and temporary teachers employed as of April 1, and to all TOCs for all time worked paid at the salary grid rate from that date.

8. Our district does not currently have a 5+ category on the salary grid. How will this category be implemented in our district?

All teachers are now eligible for categorization at 5+. We are working with the BCTF to determine the required qualifications for this category for those districts that previously did not assign category 5+. We do not anticipate this process to be finalized for September 2006 implementation. We will advise districts of the process upon completion.

9. How is the 1.5% for harmonization in 2008 to be applied?

The salary grid is to be increased in the normal fashion by 2.5% effective July 1, 2008. In addition to that general wage increase, the top step of categories 4, 5, 5+ and 6 will be increased by an additional 2.5% – 3.0% effective the same date, July 1, 2008.

BCPSEA will distribute further information on the 2008 harmonization salary grids upon completion of the 2006 harmonization currently underway.

PART 3: Letter of Understanding Re Teacher Supply And Demand**10. How was it decided which districts qualified for the remote and rural allowance for teachers?**

The allowance is targeted on a geographic basis to districts above the 55th parallel. Also included are School District Nos. 49 (Central Coast), 50 (Haida Gwaii/Queen Charlotte) and 85 (Vancouver Island North). Further, the parties agreed to establish a joint committee which will review demographic and other data to develop criteria for the designation of other school districts or schools within a district, if any, deemed appropriate for eligibility for the Recruitment and Retention Allowance.

The allowance is effective July 1, 2008 and is payable on an FTE basis.

11. Will this allowance attract the same increases as the grid?

Yes.

12. Our district currently pays an isolation allowance. Will that allowance continue?

Yes. All current allowances continue to be payable. This new allowance is in addition to all current allowances.

13. Will current eligible employees also receive the \$2,200 allowance?

Yes.

PART 4: B.9 Pay Periods**14. What is the effect of the agreement regarding pay periods?**

Where a district does not already do so, the district must now pay their employees' annual salary in 20 twice-monthly payments, except if the employee elects the 12 month pay option above. A mid-month payment is required of not less than 40% of monthly salary. This mid-month payment may be made through a mid-month advance.

PART 5: 12 Month Pay Option**15. Our district does not currently have a twelve month pay option; to which employees will this apply and how will it work?**

A continuing employee or a temporary employee working from September to June may elect to participate in the plan as provided by the district. The employee is paid their annual salary over 10 months and then has a portion of that salary deducted to be paid in July and August. The district may elect to hold this amount in a separate account, have the employee set up accounts with either their bank or through the Canada Savings Plan.

For the first two years of the agreement to August 15, 2008, the employer will retain all interest earned by the newly-established plan, to offset implementation costs. Thereafter, the employee will be paid the interest earned to March 31. All interest earned after that date will be retained by the employer.

Employees not enrolling in this option will continue to receive their salary over 10 months.

16. When will this option take effect?

It is effective upon ratification by the BCTF.

17. What does a district have to do to implement the plan?

The district must first inform all employees of the plan. After initial implementation, the district must inform all new employees of the plan at the time of hire.

The district must then establish processes for deducting and retaining the amount of salary for payment in July and August. This amount is to be agreed to by the local and the district. Finally, the district must establish payroll processes for payment of the accumulated salary amounts in July and August.

18. My district already has a 12 month pay plan. How does this new plan affect me?

The new plan does not affect the plans currently in place. They will continue to operate as normal.

PART 6: FUNDING

19. Will the costs associated with the new Collective Agreement be fully funded by the government?

Representatives of PSEC, the Ministry of Finance and the Premier's office were present during the discussions regarding the cost portions of the Collective Agreement and all signed off on the deal. The Ministry of Education is presently determining the appropriate methods of distributing the funding of the settlement.

PART 7: Article B.11 Benefits

20. How are districts to implement the extended health lifetime maximum to unlimited?

Districts should liaise with their benefits consultants and BCPSEA to determine the implementation of this provision which best suits the needs of the individual district.

Districts participating in the BCPSEA Buying Group will receive guidance from the group benefits consultant, Morneau Sobeco, and Pacific Blue Cross as to the best application of this provision. We anticipate this guidance to be communicated later in August.

21. What issues will the Benefits Review Committee discuss?

The Committee will discuss all aspects of teachers' benefit plans. The goal of the committee is to realize and sustain cost savings and to reinvest those savings into teachers' benefit plans.

PART 8: Article B. Salary Indemnity Plan (SIP) Allowance**22. Which teachers are eligible for the 2% allowance?**

Only those teachers who contribute to the SIP plan are eligible for the allowance. The BCTF has committed that they will not alter the eligibility criteria to include employees not currently included. This means that TOCs are not eligible for the allowance.

Teachers nearing retirement who have reached factor 88 may withdraw from the long-term portion of the Plan, and we anticipate they will receive a proportionate reduced allowance.

23. How is the SIP allowance paid?

It is paid as a percentage of gross salary with every pay period.

24. Is it pensionable and taxable?

Yes, the allowance is both pensionable and taxable.

Part 9 Article C.2 Portability of Seniority**25. How will the portability of seniority be applied in districts?**

Any employee achieving a continuing contract after September 1, 2006 is eligible to port up to 10 years' seniority to their employment, subject to parameters being discussed by BCPSEA and the BCTF.

26. Can a teacher use their seniority accrued in another district to get priority hiring into a different district?

No.

27. Is this article limited to seniority accrued in BC public schools?

Yes.

28. Why are provisions for TOCs and term/temporary teachers included in the settlement?

The calculation of seniority for TOCs and the granting of seniority accumulation for term/temporary teachers were included as a result of inconsistencies arising from the Vince Ready Recommendations from October. There are now rules for how TOCs accumulate seniority and equity for term/temporary teachers who will now accumulate seniority while in those assignments.

Part 10 Article D.8 Preparation Time

29. Will districts have to apply the 90 minutes of preparation time to all elementary teachers starting on September 1, 2006?

Yes. For the 2006-07 school year each FTE teacher must receive an *average* of 90 minutes of preparation time per week. We anticipate that school principals will consult with their staff to determine the most appropriate scheduling of the preparation time.

For the 2007-08 school year and each year thereafter, each FTE elementary teacher will receive a minimum of 90 minutes of preparation time per week, scheduled in accordance with the Previous Collective Agreement.

30. Is the averaging of preparation time limited to those districts that are increasing their prep time?

Yes, it cannot be applied to existing provisions.

Part 11 Article D.11 Middle Schools — Letter Of Intent Re Middle Schools

31. With respect to Middle Schools, will our district be required to provide instructional and preparation time in line with that provided in secondary schools?

Where a middle school program has been established on or prior to the ratification of the new collective agreement, the existing provisions regarding middle schools shall be retained unless the parties mutually agree that they should be amended.

When a district implements a new middle school program, the district will meet with the local to negotiate any modifications to the collective agreement which are necessary to accommodate the middle school program. If the parties are unable to agree, then the default for the instructional day and preparation time will be that for secondary teachers. Any other issues in dispute may be referred to expedited arbitration for resolution.

32. How broad are the parameters regarding the arbitration process set out in the Letter of Intent Re Middle Schools?

The only issue before the arbitrator is what the actual practice has been. This is not a process for either party to make gains.

Part 12 Letter Of Understanding Re Mid-Contract Modification Process For Updating The Collective Agreement

33. Should the local and the employer choose to enter into discussions regarding updating the collective agreement, what is the effective date?

Effective July 1, 2007, or at an earlier time agreed to by the local and the district, the local parties may enter into Mid-contract Modification (MCM) discussions for the following purposes:

1. The elimination of out-of-date references to terms, dates or other matters;
2. The updating of collective agreement language that is either no longer relevant or functional; or
3. The resolution of internal inconsistencies and incongruities within individual agreements.

34. Do districts have to enter into discussions regarding updating the collective agreement through the MCM process?

No. Districts are in no way obligated to enter into these types of discussions.

35. Will this MCM process lead to a lot of arbitrations for boards?

The arbitration process for these MCMs is limited and specific. If a district (or a local) does not agree to make changes pursuant to the criteria set out in the LOU (and above), the matter is closed. For an issue to be arbitrated, both the local and district must have reached agreement on changes and that agreement would then have had to be rejected by either BCPSEA or the BCTF. In such situations (and only in such situations), an arbitrator will determine whether or not the matters in question fall within the specific criteria set out in the LOU.

Part 13 Local Bargaining

36. We are still in local bargaining. Should we continue this process or cease?

You may continue to discuss local matters as identified in Appendix 1 now or at any time. However, if the parties are not in agreement, then the discussions on that item end as there is no provincial table to which the matter may be referred nor are there any provisions for resolving outstanding Local Matters issues (i.e., no ability to strike or lockout).

Part 14 Miscellaneous

37. Will the districts receive a new collective agreement?

BCPSEA in conjunction with school districts and the BCTF will, as part of the new Housekeeping Committee, standardize all of the collective agreements with the new Provincial language and the agreed old Provincial language. In addition, we will provide each district with an electronic copy of the new collective agreement for printing

according to the language of your collective agreement, and any changes agreed to pursuant to the LOU regarding the MCM process for updating the agreement.

38. What if our policy or our agreement has a superior provision for reimbursing mileage?

Any superior collective agreement provisions will continue to apply. If you pay mileage through board policy, it is your decision as to whether to pay a higher amount through policy, or the amount per the new Article B. 10. However, you cannot put your policy amount in the collective agreement.

Questions

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