

# Burnaby Teachers Association

## New Teachers Handbook



**BURNABY TEACHERS'  
ASSOCIATION**

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## BTA INFORMATION

### Welcome!

Here is a little bit about your local union, the Burnaby Teachers' Association. With over 2000 members, we are the fourth largest local of the BC Teachers' Federation, behind only Surrey, Vancouver and Coquitlam. We have a long proud history of activism; we have documents referencing our association that go back 100 years (before it was even recognized as a union)! Locals are responsible for managing the affairs of members, including but not limited to HR related matters, grievance, Pro-D and local bargaining.

### Committees

The BTA has a number of committees. Most of them are open to any member who wishes to join.

Listed below are the standing committees whose Chairs sit on the BTA's Executive Council (EC):

- i) *Adult Educators' Committee*
  - (identifies and reviews issues and concerns relating to Adult Educators)
- ii) *Bargaining/Working and Learning Conditions Committee*
  - (conducts surveys on bargaining and class size and composition; supports and selects the bargaining team)
- iii) *BIPOC Educators' Committee*
  - (identifies and reviews issues and concerns relative to BIPOC teachers)
- iv) *Grievance Committee*
  - (reviews possible grievances and gives advice to EC)
- v) *Health and Safety Committee*
  - (looks at issues around health and safety and works to find solutions)
- vi) *Indigenous Education Committee*
  - (identifies and reviews issues and concerns relating to Indigenous Education)
- vii) *Political Action/Public Relations Committee*
  - (writes and edits "The Whistle" newsletter; coordinates community political action)
- viii) *Professional Development Committee*
  - (coordinates the District Pro-D Day; organizes school Pro-D Contacts' training; discusses issues around Pro-D)
- ix) *Social Justice Committee*
  - (plans activities that promote Social Justice within the BTA and the community)
- x) *Teachers-on-Call Committee*
  - (identifies and reviews issues and concerns relating to TOCs)

### Table Officers for the 2020/21 school year:

The Table Officers are full time positions at the BTA Office.

President	Shanee Prasad	<a href="mailto:lp41@bctf.ca">lp41@bctf.ca</a>
1 <sup>st</sup> Vice-President	Alex Peters	<a href="mailto:lx41vp@bctf.ca">lx41vp@bctf.ca</a>
2 <sup>nd</sup> Vice-President	Ditta Cross	<a href="mailto:lx41vp2@bctf.ca">lx41vp2@bctf.ca</a>

## Executive Council Members for the 2021/2022 School Year

<i>Past President</i>	Daniel Tétrault
<i>Secretary</i>	Sharon Freeman
<i>Treasurer</i>	Patti Jukes
<i>Elementary Representative</i>	Heather Skuse
<i>Secondary Representative</i>	Denise Ferreira
<i>Elementary Member-at-Large</i>	Renee Kerluke
<i>Secondary Member-at-Large</i>	Dalal Kawas
<i>Local Representatives to the BCTF</i>	Rae Figursky Sabha Ghani Mary Hotomanie
<i>Representative to the Labour Council</i>	Sara LaBrash

The chairperson of each of the standing committees also sits on the EC.

### Staff Representatives

Each school site has at least one Staff Rep who should be able to answer most questions you may have. There are also TOC Staff Reps! The office should be able to tell you who the Staff Rep(s) is/are at the school you're at. Staff Reps attend monthly Representative Assembly meetings (RAs) and should be up to date on issues, as well as be able to bring any concerns you have to these RAs.

### Benefits of Getting Involved

A union is only as strong and vital as its members. Getting involved can help you feel more connected, allows your voice to be heard, and can help you make any changes you feel would be beneficial. All members are welcome, and encouraged, to attend General Meetings (GM). The dates, times, and locations are available on the BTA website.

### The Collective Agreement

The Collective Agreement (CA) is the document that governs our relationship with our employer. It can be a bit intimidating, but has lots of important information in it. It can be found on the BTA website. Any of the Table Officers would be happy to help you navigate it!

## Acronyms You Might Encounter

ADS	Automated Dispatch System (the phone and computer system that calls out TOCs and where unavailability is booked) Also known as Atrieve.
(A)GM	(Annual) General Meeting
BBE	Burnaby Board of Education (SD41, School District 41)
BCTF	British Columbia Teachers Federation
BTA	Burnaby Teachers' Association
CA	Collective Agreement
CUPE	Canadian Union of Public Employees (support staff union: custodians, office staff, grounds crew, EAs, etc)
EA	Educational Assistant
EC	Executive Council/Executive Committee
FTE	Full-Time Equivalent
LR	Local Representative
MAL	Member-at-Large
NIS	Non-Instructional Supplement (prep time for elementary teachers)
RA	Representative Assembly
TO	Table Officer (President and Vice-presidents, working full time in BTA office)
TOC	Teacher-on-Call (used in Burnaby and some other Locals)
TTOC	Teacher-Teaching-on-Call (used provincially and in MOST Locals)
TRB	Teacher Regulation Branch

# BCTF INFORMATION

## How It Runs

### Members

Members of the BCTF ultimately determine the decisions and directions of the BCTF in two very important ways:

- Through their locals, members elect delegates to the BCTF Annual General Meeting (AGM).  
The AGM makes key decisions for the organization and elects the Executive Committee.
- Members, through locals elect Local Representatives which make up the BCTF Representative Assembly. This is where each local union brings reps to make important provincial decisions.

### Annual General Meeting

The Annual General Meeting is comprised of delegates and Local Representatives (LRs) elected by members through locals and the eleven members of the Executive Committee. There are approximately 670 voting delegates at an Annual General Meeting. The AGM elects the Executive Committee, determines the fee, approves any changes to the by-laws, establishes priorities for the next year and makes the significant policy decisions of the Federation.

### Constitution and By-laws

The Constitution and By-laws establish the rules by which the organization is run. The bylaws establish the division of responsibilities among the major decision-making bodies and spell out what each level of decision-making is authorized to do. The by-laws of the BCTF have to be followed by all bodies of the organization, including the AGM. Only the AGM can amend the by-laws, and only then with a 75% majority of delegates voting in favour.

### Representative Assembly

The Representative Assembly (RA) meets three times a year and has the specific responsibilities of approving a budget and electing the Judicial Council and Committee of Ombudspersons. The RA also makes policy and procedure decisions for the Federation. Local Representatives attend these meetings. LRs are elected by their local at their local AGM.

### Executive Committee

The Executive Committee of the BCTF is elected by the AGM and consists of eleven members. Three of them serve in a full-time capacity: the President, First Vice-President and Second Vice-President. The EC has overall responsibility for the running of the Federation. It meets monthly with additional meetings as necessary. The EC is the employer of BCTF staff and determines what work will be done in any given year. The EC also has responsibility for the creation and appointment of any advisory committees or task forces.

## President

The President, First Vice President, and Second Vice President (Table Officers) of the Federation have responsibility for overall supervision of the affairs of the organization in between meetings of the Executive Committee.

## Code of Ethics

This is an important document that outlines our guiding principles. Please find it in the Appendix.

## Provincial Specialist Associations

PSAs are a great way to get connected and find resources that are specific to your teaching area. Information on available PSAs and how to join can be found on the [BCTF website](#). You might be especially interested in the BC Early Career Teachers Association ([BCECTA](#))!

## Pension

The BBE contributes to your pension every day you work (regardless if it's as a TOC or as a contract teacher). For more information on our pension plan, go to the [BCTF website](#) and search for Pensions and Retirement.

## Members' Guide

The *Members' Guide to the BCTF* is a comprehensive document that has lots of good information including: information regarding the Federation and the constitution and by-laws of the organization. A paper copy is available at the BTA office, and it's also available on the [BCTF website](#).



## WORKING AS A TOC

### Availability

In order for the callout system (ADS) to run smoothly, it is important for you to enter your availability online. The default is that you are fully available; if this is not the case for you, please update it as necessary. Please note that as of 2019/20, you need to work 15 days per school year to stay on the TOC list.

### Sick Pay

TOCs accumulate and have access to sick days. Please find more information in the Appendix.

### Keys

Having access to the key(s) for the classroom(s) you'll be teaching in are an important health and safety issue. Please ask if you're not given them when you check in, and contact the BTA if you don't receive them.

### No Day Plan?

In the unlikely event that there is not a day plan provided, you can do a number of things: contact the teacher you're replacing (the office should be able to provide this information), talk to another teacher or an administrator, see if the previous day's plan could be expanded or followed up on, or improvise with your own materials or lesson plan.

### Working with Educational Assistants

EAs are a valuable resource to your workday – they often know a great deal about students' routines and preferences. If you're in a classroom with EA(s), introduce yourself to them and find out how you can best work together.

### Teacher Regulation Branch Fee

The BBE automatically deducts the annual TRB fee from your pay each spring, unless you did not work during that particular pay period. If that is the case you are responsible for paying it yourself. It must be paid for you to work as a public-school teacher in BC.

### Expectations

It is important to know what is expected of you as a TOC, and what is expected of the contract teacher being replaced. Please find the document describing these in the Appendix. One thing to note particularly is that you are entitled to the prep/NIS time of the teacher you're replacing (CA: D.22.3f).

## Moving Up the Pay Scale

Clause C.4.1b and C.4.2 of the CA indicates that 170 days of TOC experience equals one year of experience, and you'll move up one step on the first of the month following the month that you worked your 170<sup>th</sup> day.

## GETTING A CONTRACT JOB

\*\*\*Please note that if you work 20 school days in the same assignment (i.e. for the same teacher), you will be given a temporary contract – please see C.23.1e of the Collective Agreement.

### Process

In Burnaby, teaching positions are posted on a weekly basis. Postings open on Thursday and close on the subsequent Tuesday at 4 pm. You can see the available postings on the [School District portal](#) and clicking on the “Job Posting” link. You will require your login and password provided upon hire to access these internal postings.

If you are short-listed for an interview you will receive a call from someone from HR to attend an interview with the principal of the school. If you are the successful candidate... congratulations! HR will then set you up with a contract, which includes Extended Health Benefit coverage and Dental benefits.

### Priority for Accessing Postings

There are different priority levels for accessing postings, whether they be for mid-year postings (jobs posted from September to mid-April for the current school year) or for the year-end process (jobs posted from the end of April to the end of August for the following school year). An important piece to know are the three priority levels in terms of employment security:

### Continuing Contract Teachers

In order to achieve a continuing contract, the highest priority for filling year-end vacancies, you can do so by either:

- a) Appointment to a 1.0 FTE assignment in one school year by the end of September until the end of June; or
- b) By accumulating 20 FTE months of contract experience in a 40-month window.

### Temporary Teachers

Temporary contract teachers possess at least 10 FTE months of accumulated contract experience over multiple school years.

### Teachers on Call

Teachers that have accumulated less than 10 months FTE contract experience in the Burnaby.

### *Mid-Year Postings (Postings from September to Mid-April)*

Continuing contract teachers that have not been laid off are generally not considered for mid-year postings. These teachers will already have been assigned a position (either their “old” position or a new one that was accessed) during the year-end posting and filling process that occurred between the end of April to the end of August.

The priority for teachers that are able to access mid-year postings is as follows:

- Any continuing teacher that was laid off at the end of the previous school year and has yet to be recalled, that meets the necessary qualifications\*, will have first priority in order of seniority (recall from layoff always done in order of seniority).
- Teachers that have had at least 10 months of contract experience (temporary teachers) will be the next to access temporary postings, should they meet the necessary qualifications of the position, in order of seniority (temporary seniority rights).
- Teachers with less than 10 FTE months of contract teaching experience are the next priority to access postings, with the necessary qualifications. Seniority plays no factor in the determination of which teacher is the successful applicant.

Mid-year postings are advertised, at the latest, until June 30 of a given school year. Any vacancy that continues into the next school year must be re-posted.

### *Year End-Postings*

Year-end postings begin in the last week of April and continue until the last week of August, with a short break between the middle of July and the middle of August for summer. The exact dates will vary depending on when the “Thursdays” and “Tuesdays” fall within a given calendar year. Check with the BTA for the specific dates for the teacher staffing process each Spring. The priority for teachers to access year - end postings is as follows:

- Continuing contract teachers that have not been laid off and meet the necessary qualifications will have the first priority for filling vacancies. These teachers include those that currently “own” a position, those returning from approved leaves, and those that have completed a term position that ended at the end of the school year – seniority is not the determining factor for determining the successful applicant. *These teachers remain the priority for filling year-end postings until July 1.*
- Continuing contract teachers that have been laid off and meet the necessary qualifications\* are the next priority for accessing postings. Before July 1 a teacher in this category can only access a posted position if there are no continuing teachers with the necessary qualifications that have applied. These teachers are “recalled” in order of seniority. *After July 1 these teachers are first priority to access posting in order of seniority, should they possess the necessary qualifications\**
- Teachers with at least 10 FTE months (temporary teachers) of contract experience, that possess the necessary qualifications\*, are the next priority to access posted positions. Seniority is a determining factor for qualified teachers in this area to access a given posting.

- Teachers with less than 10 FTE months of contract experience are the lowest priority to fill internal vacancies. Qualified teachers in this category include teachers that have received contracts totaling less than ten FTE months in the past, including those that may not have accessed temporary appointments in the past. Seniority is not the determining factor for filling these vacancies.

\*Qualifications are interpreted differently for teachers that have been laid off and are being recalled.

## Mentorship Program

The mentorship program pairs new teachers with more experienced colleagues who provide guidance and support during the sometimes challenging first years on the job. Currently the mentorship program is a cohort type model where groups meet together a number of times over the course of the year to explore a variety of topics. Time is also available for one to one support when needed. To be part of the mentorship program you can visit the [mentorship blog](#) for more information.

## Professional Growth

This process involves contract teachers submitting a Professional Growth Plan to their school administrator by November of each school year (see Article C.30 of the Collective Agreement) to form the basis of ongoing professional conversations between the teacher and the administrator. In addition to this professional conversation between the administrator and the teacher about the teacher's self-directed Professional Growth Plan, funding in the form of a release day is available for teachers to pursue the goals of their developed Professional Growth plan. This time can be used for you to be freed up from your teaching duties (the District provides a TOC to cover your class) to allow you to pursue your Professional Growth Plan goals, which may include activities such as going to another school to observe another teacher with a great idea or to collaborate with a colleague on a unique project.

It is important to note that this Professional Growth model is unique to Burnaby and is in place as an *alternative* to the formal evaluation that is common in other Districts in the Province. This collaborative model of conversation and support replaces a formal supervision and evaluation by a principal. It is a great model and one that should not be taken for granted. For more details on the [Professional Growth Program](#) visit the SD41 Portal under the Human Resources section.

## HEALTH & WELLNESS

### BCTF Program

The BCTF has a comprehensive Health and Wellness Program that you can access if you need. Its vision is as follows: The BCTF will assist teacher-members who are unable to maintain, or return to, their teaching positions due to a medical illness or disability by funding an early intervention rehabilitation program. This program is offered on a voluntary basis. The BCTF will promote wellness initiatives in districts and at individual work sites. You can refer yourself to this program through the BCTF. It's important to take care of yourself.

### WorkSafe

You have the right to be safe at work. If you are injured (or even think you might have been, or think it is not very serious), please fill out a WorkSafe form at the office, on the day the injury occurs.

## CONTACT INFO

### Burnaby Teachers' Association

The staff at the BTA office is Colleen Pawson (Office Manager), Charmaine Eger, Karla Reilander and Aarti Prasad (Administrative Assistants). If you have a general inquiry, email [bta3@bctf.ca](mailto:bta3@bctf.ca), or call 604-294-8141. The office is located at #115-3993 Henning Drive in Burnaby (near Gilmore Skytrain Station), and is open from 8:00am-4:30pm. No question is too big or too small! You can also visit [burnabyteachers.com](http://burnabyteachers.com).

### Burnaby Board of Education

[Inside 41](#) is a comprehensive guide to the people who work at the BBE. The most up to date version can be found on the Board's [website](#).

### District Resource Support

There are a number of people at the District level who are available to help you in specific subject areas, and can provide in-class support. They are:

<b><i>Focus Area:</i></b>	<b><i>Staff Development Learning Leads</i></b>
<i>Literacy (Middle Years) and Universal Design for Learning</i>	Belinda Chi
<i>Early Years, English Language Learners and Advanced Learning</i>	Juliana Cipparrone
<i>English Language Learners and Literacy (Secondary)</i>	Kiran Abraham
<i>Literacy (Secondary) Advanced Learning and SOGI</i>	Juliet Brown
<i>French, English Language Learners and Assessment and Reporting</i>	Maria Di Lauro
<i>Literacy (Middle Years), SOGI and Assessment and Reporting</i>	Bryan Gidinski
<i>Indigenous Education, Literacy (Secondary) and Assessment and Reporting</i>	Mary Hotomanie
<i>Early Years and Numeracy</i>	Angela Meredith
<i>Numeracy, Education Technology and Assessment and Reporting</i>	Mike Wong

The District Library Resource Centre (DLRC) is a helpful service that lends out all kinds of resources to teachers in Burnaby for literacy development, English Language Learners (ELL) instruction, Indigenous themes, the French immersion program, and professional learning books for teachers. You can email them at [dlrcloans@burnabyschools.ca](mailto:dlrcloans@burnabyschools.ca)





## APPENDICIES

- A. OPERATIONAL GUIDELINES FOR TOC ACCESS TO PAID SICK LEAVE
- B. THE RELATIONSHIP BETWEEN CONTRACT TEACHERS AND TOCS: ROLES AND RESPONSIBILITIES
- C. BCTF CODE OF ETHICS
- D. BTA/CUPE AGREEMENT
- E. FACT SHEET – RESTORED LANGUAGE (CLASS SIZE & COMPOSITION)
- F. TTOC CALLOUT PROCESS/IMPLEMENTATION



## A. Operational Guidelines for TOC Access to Paid Sick Leave

The BTA and the Burnaby School District have recently agreed to improvements to the access TOCs have to paid sick leave. This document will explain these improvements.

### General TOC Paid Sick Leave Bank Information

Q: Do TOCs have a bank of paid sick leave days?

A: Yes, and it accrues according to the formula laid out in Clause G.22.2.b. This bank is distinct from the bank one may accrue as a teacher on contract. A TOC can only claim paid sick leave if there are days remaining in their respective TOC bank. Sick day accrued for TOCs begins once a TOC has completed 50 days of on-call work.

Note: As TOCs do not pay into the BCTF Salary Indemnity Plan, they are not eligible to collect SIP benefits upon exhausting their TOC sick bank.

Q: What is the trigger for sick bank access?

A: The first day of any assignment.

Q: Can a TOC accept a new assignment if they feel ill?

A: No. A TOC must feel well when they accept an assignment.

Q: Can a TOC claim a paid sick day by arriving at work ill on the first day of an assignment?

A: No.

### Claiming Paid Sick Days

Q: How does a TOC claim paid sick leave on the first day of an assignment?

A: A TOC must begin work in an assignment in order to initiate access to their paid sick bank. On the first day of an assignment, a TOC must present themselves at the school site feeling well and fit to work. If a TOC falls ill during the course of the day, they are eligible to draw from their paid sick bank. The TOC merely has to present as sick at the office and the principal will send them home. If the TOC is sent home before lunch, a full day will be charged to their TOC sick bank, and a half day will be charged if the TOC presents as sick after lunch.

Q: If the TOC remains ill, can subsequent sick leave days be accessed?

A: Yes. A TOC can be paid for additional days in the same assignment until the teacher being replaced returns or the assignment ends, whichever occurs first, as per Clause G.22.2.e.

Q: Does the TOC need to present themselves at the school for these subsequent days in order to collect a paid sick day?

A: No.

Q: If the initial sick day for a given TOC is any other day but the first day of an assignment, does the TOC need to begin working at the school to claim a paid sick day?

A: No. A TOC only needs to begin work at school in order to claim a paid sick day on the first day of an assignment. A TOC can claim a paid sick day, on any day other than the first day of an assignment, without having to report to work.

Q: How does a TOC notify the employer of their absence for subsequent days of illness?

A: The TOC should phone the Teachers-on-Call Clerk (604-296-6900; extension 661073) to inform the employer that they are still ill and need to access a sick day. This allows the District an opportunity to contact another TOC to cover the class. During off-hours, the TOC accessing the additional sick leave can leave a message for the Teachers-on-Call clerk on the voicemail system indicating their name and the name of the teacher they were scheduled to replace. A TOC does not need to arrive at the school or begin work at this point.

Q: Can a TOC accept a new assignment when ill?

A: No.

### **A Few Examples**

1. A TOC, feeling well, accepts a one-day assignment for the next day. They begin the day feeling well but feel ill at the morning break. They report to the office and are sent home. They will receive one full day of sick pay. Since this was only a one-day assignment there is no ability for the TOC to access additional paid sick days.
2. A TOC, feeling well, accepts a three-day assignment beginning the next day. They begin the day feeling well but feel ill after lunch. They report to the office and are sent home. They still feel ill the next day so call the Teacher-on-Call Clerk to let them know. On the third day, they feel well and return to work. They will receive one and a half days of sick pay.
3. A TOC, feeling well, accepts a one-day assignment for that day. They begin work feeling well but feel ill after lunch. They report to the office and are sent home. They will receive one half day of sick pay.
4. A TOC accepts a 4-day assignment. The TOC works the entire first day and becomes ill sometime after that school day ends. The TOC can call the Teacher-on-Call Clerk and indicate they are ill and will be able to access paid sick days for the remaining three days of the assignment without needing to present themselves at the school.

### **Additional Information**

If a TOC requires additional information about sick leave access and the procedural guidelines around its usage, they can contact one of the BTA Table Officers at the BTA Office by phone or email.

Daniel Tétrault, BTA President, [lp41@bctf.ca](mailto:lp41@bctf.ca)

Shanee Prasad, BTA First Vice-President, [lx41vp@bctf.ca](mailto:lx41vp@bctf.ca)

Holly Lloyd, BTA Second Vice-President, [lx41vp2@bctf.ca](mailto:lx41vp2@bctf.ca)



## B. The Relationship Between Contract Teachers and TOCs: Roles and Responsibilities

This provides BTA members with the general expectations of teachers-on-call and contract teachers. We hope all members will take a few minutes to read this information, and keep it in their classrooms for reference. Please note that if any member has a concern about another, the BCTF Code of Ethics requires they contact the other person directly, and in private first.

TOCs have the right to:

- Keys for the classroom(s) they'll be teaching in
- **Daybook, plan for the day, required materials in an obvious location\***
- **Information about the school (eg: school roles, staff list including BTA staff rep(s), school map, attendance procedures, emergency information, bell schedule)\***
- **Profile(s) of the class(es) they'll be teaching (eg: designated students, allergies, those who attend other programs, preferred names of the students)\***
- **Any classroom expectations specific to the teacher they're replacing\***
- **Who they can see for help\***
- The prep or NIS time of the teacher they're replacing (please note that only administrators can reassign a TOC, and only in emergencies)

TOCs have the responsibility to:

- Arrive at the school with enough time to prepare for the day
- Check in at the office
- Check for materials and the dayplan; do any prep required
- Fulfill all the duties of the teacher they're replacing, including previously-scheduled supervision
- Follow the dayplan as closely as possible to the best of their ability
- Mark the work assigned that day, put up any work on the board required for the next day, and pencil in a plan for the next day
- Ensure the classroom is left in the same state they found it
- Leave a note for the teacher they're replacing (what was accomplished, any issues, contact information for the TOC)
- Return keys

**\* These are to be provided by the contract teacher being replaced.**

## C. BCTF Code of Ethics

The Code of Ethics states general rules for all members of the BC Teachers' Federation (BCTF) for maintaining high standards of professional service and conduct toward students, colleagues, and the professional union. Members are advised to contact local union officers or appropriate BCTF staff for advice on how to proceed with issues related to the BCTF Code of Ethics.

1. The member speaks and acts toward students with respect and dignity, and deals judiciously with them, always mindful of their individual rights and sensibilities.
2. The member respects the confidential nature of information concerning students and may give it only to authorized persons or agencies directly concerned with their welfare. *The member follows legal requirements in reporting child protection issues.*
3. A privileged relationship exists between members and students. The member refrains from exploiting that relationship for material, ideological, or other advantage.
4. The member is willing to review with colleagues, students, and their parents/guardians the practices employed in discharging the member's professional duties.
5. The member directs any criticism of the teaching performance and related work of a colleague to that colleague in private. If the member believes that the issue(s) has not been addressed, they may, after privately informing the colleague in writing of their intent to do so, direct the criticism in confidence to appropriate individuals who can offer advice and assistance.\*  
*It shall not be considered a breach of the Code of Ethics for a member to follow the legal requirements for reporting child protection issues.*
6. The member acknowledges the authority and responsibilities of the BCTF and its locals and fulfills obligations arising from membership in her or his professional union.
7. The member adheres to the provisions of the collective agreement.
8. The member acts in a manner not prejudicial to job actions or other collective strategies of her or his professional union.
9. The member, as an individual or as a member of a group of members, does not make unauthorized representations to outside bodies in the name of the Federation or its locals.



## D. BTA/CUPE Agreement



At the BTA General Meeting of November 2, 2010, the following motion to adopt the following joint BTA/CUPE Code of Ethics for dispute resolutions between members of the two unions was passed:

The Framework:

When a conflict arises between a member of CUPE and a member of the BTA, both Unions agree that it is in the best interest of members to follow this process. Members of each Union will discuss criticisms related to the work of members of the other Union in private with the member concerned, and only then, after informing the member of the intent to do so, will initiate the following process:

1. Contact their Union for advice as soon as possible. The matter will remain a confidential, private matter between the members involved and the Unions. It will not be discussed with other members or with administrators.
2. The Unions will advise members as to the ethical protocol and discuss the specifics of the situation. The recommended steps proceed as follows:
  - a) Discuss the matter with the other person, and not with any other member of either Union or with an administrator.
  - b) If there is no resolution, or if the individuals are uncomfortable meeting alone or with one another, discuss the matter in confidence with a Staff or Union Rep. If the members are uncomfortable meeting together, and if all members give consent, Reps may meet without the members.
  - c) If no resolution, request a four-way meeting with a BTA and CUPE Rep and the members.
  - d) If there is no resolution, then mediation will be suggested.
  - e) If there is no resolution after step "d", or if mediation is refused by either party, the choice may be made by BTA/CUPE Table Officers to take the concern to administration. After that, outcomes would then be up to the Board, and might include a transfer, mediation, or other measures.

Both parties agree to bypass this protocol if the Local Presidents agree that there are health and safety or legal ramifications for any of the parties. This agreement does not exclude the possibility that either Union or a member may decide to pursue a matter based on harassment language in their Collective Agreement.

A complaint must come to the Union within a year after an incident or circumstance, and relate to someone with whom the member still has contact during their work day.

November 2, 2010



## E. Fact Sheet – Restored Language (Class Size & Composition)

\*UPDATED AS PER LOU# 17\* as at September, 2021

CLASS SIZE, CLASS COMPOSITION AND RELATED WORKING CONDITIONS						
Class Size Limits (Provincial/Local)			Composition (Local)			
			Low Incidence Students With Special Needs (Designations A, B, C, D, G1, H)		High Incidence Students With Special Needs (Designations E, F, G2****, Q, R)	
Class/Subject	Restored Language	Unconstitutionally Imposed Guidelines Since 2002-2016	Restored Language	Unconstitutionally Imposed Guidelines Since 2002	Restored Language	Unconstitutionally Imposed Guidelines Since 2002-2016
K (Provincial)	20	22	2***	No Limit	No Limit	No Limit
K/1 (See D.16.1 below)	20	22	2***	No Limit	No Limit	No Limit
1 –3 (Provincial)	22	24	2***	No Limit	No Limit	No Limit
Grade 3/4 Split (Pr/Loc)	24 <sup>A</sup> /22 <sup>B</sup>	30*	2***	No Limit	No Limit	No Limit
4-7 (Local)	30	30	2***	No Limit	No Limit	No Limit
8-12 (School Act)	30	30*	2***	No Limit	No Limit	No Limit
Shop/ Home Ec (Local)	26	30*	2***	No Limit	No Limit	No Limit
Science (Local)	30	30*	2***	No Limit	No Limit	No Limit
ELL (ESL) (Local)	20	30*	2***	No Limit	No Limit	No Limit
District Average K-7 (Local)	24.3**	No Limit	N/A	N/A	N/A	N/A
District Average 8-12 (Local)	25.0**	No Limit	N/A	N/A	N/A	N/A

DISTRICT SPECIALIST TEACHER RATIOS (Provincial)					
	Teacher Librarian	Counsellors	ELL (ESL) <sup>c</sup>	Learning Assistance	Special Ed
<b>Restored</b>	<b>1:702 Students</b>	<b>1:587 Students (S)</b> See note below	<b>1:63.4 ELL Funded Students (S)</b> See note below	<b>1:504 Students</b> See note below	<b>1:331 Students (S)</b> See note below
Unconstitutionally Imposed Guidelines	No Ratio	No Ratio	No Ratio	No Ratio	No Ratio

**NOTE:** Ratios for Learning Assistance, Special Ed, ELL, may be combined into single category where the total FTE of this single category is equivalent to the sum of FTE for the individual categories.

\* These numbers could be exceeded in some circumstances. (See School Act Regulations)

\*\* Figures do not include classes designated as protected, ESL, special needs, alternate programs, resource or study blocks, leadership/counseling blocks or provincially funded programs

\*\*\* With two low incidence students, class size would be at least one less.

\*\*\*\* These students still receive ministry funding and supports but do not fall under the designation of low incident. This is based on the Jackson arbitration award in 2019. All students under the G designation were re-evaluated in 2019/2020 and most are still considered G1 (low incidence) while others were re-designated as G2 (high incidence).

A When majority of Pupils in Grade 4 (School Act)

B When majority of pupils in Gr. 3 (Local)

C From LOU #5

(S) Superior Local Provision

### **Other Notable Restored Language**

Secondary:

D.8.4. Band, choir, physical education or specialized classes may exceed the class size maxima when it is educationally sound and where the teacher is agreeable. Such agreement will not be unreasonably withheld.

Special Education/Learning Support:

D.9.5. The Board will provide release time for collaboration and resource team meeting on special needs students at the school level based on 2% of the school student population at that school.

Primary:

D.16.1. Children in kindergarten classes may be combined with other elementary pupils only when it has been determined that it is to the benefit and advantage of the children involved and **is agreeable to the teachers concerned.**

Teacher Librarians:

D.23. No less than 0.5 teacher-librarian allocations per elementary school.

D.23.a.ii. Teacher librarians shall not provide NIS during assigned library time.

### **Dispute Resolution (Standard Provincial Approach)**

In the event that a dispute arises regarding whether a School District has made best efforts to achieve full compliance with the Collective

Agreement provisions regarding class size and composition, the following process shall apply:

1. The local parties shall meet in an attempt to resolve the dispute;
2. If the local parties, after meeting, are unable to resolve the dispute then they will meet with the assistance and representation of the Provincial Parties in an attempt to resolve the dispute;
3. If, after meeting, the local parties are not able to resolve the dispute with the assistance and representation of the Provincial Parties, either party may file a grievance and utilize the grievance procedure to resolve the dispute.





BURNABY TEACHERS'  
ASSOCIATION

## F. TTOC Callout Process/Implementation

In an attempt to ensure better coverage to classrooms and to help ensure those TTOCs who wish to work as much as possible receive as much work as the district can provide, the district is moving to a Fully Available list.

The following process ensures those teachers who want to work full time in the Burnaby School District will work as often as possible. This process also ensures, as much as possible:

- Absent contract teachers will receive coverage
- students are taught by qualified subject specialists
- that continuity is preserved - so that students do not get rotating TTOCs
- that the district is able to fill all vacancies by managing the TTOC list size

To qualify for the Fully Available list TTOCs must commit to the following:

- Acceptance of a minimum of 60% of call outs during indicated availability
- Availability of a minimum of 5 consecutive months in a school year with no more than 20% of days being booked as unavailable.

The dispatch order:

1. Fully Available – requests, continuity, qualified, like subjects
  2. Partially Available – continuity, qualified, like subjects
  3. Fully Available – willing to teach subjects, classroom supervision
  4. Partially Available – willing to teach subjects, classroom supervision
  5. Manual callouts
- TTOC's will self-select to be on either the Fully Available or Partially Available list to the Human Resources Department.
  - Beginning September 2017, all TTOCs wishing to remain on the Fully Available list must accept a minimum of 60% of call outs during indicated availability AND be available a minimum of 5 consecutive months in the school year.
  - A TTOC wishing to remain on the Fully Available list, but who are unable to meet the requirements, may place themselves on extended unavailable status in the TTOC dispatch system under the following circumstances:
    - Parental/ Maternity leave
    - Extended medical leave (After 20 days with a medical certificate)
    - Bereavement
    - Contracts in other districts
  - HR will review refusals/unavailability/no answers in terms of maintaining eligibility for the Fully Available and Partially Available list on a semi-annual basis during the months of January and June.
  - The notice period for movement from the Fully Available list will be one month.
  - Annually, (before the end of the school year and prior to the June Liaison meeting) those on the Partially Available list will be given an opportunity during a specific timeframe in which to indicate if they want to be moved to Fully Available list for the following school year. Requests are to be made by e-mail to the Human Resources Department. To be placed on the Fully Available list, TTOCs must have accepted a minimum of 60% of call outs and have been available for a minimum of five consecutive months.
  - At the June Liaison meeting the parties will review the list of any TTOCs requesting to move

- from the Partially Available to the Fully Available list.
- TTOCs on the Partially Available List must commit to work a minimum of 10 full days (i.e. 10 FTE days) per school year. If the minimum requirement has not been met, a letter will be sent to employees which may result in removal from the list.
- A move from the Fully Available List to the Partially Available List may be requested at any time. Requests are to be made by e-mail to the Human Resources Department.

Frequently asked Questions:

**1. Is the District able to amend the TOC callout provisions?**

The District's ability to arrange the TOC list is limited only by statutes (e.g. Labour Code, Human Rights Code) and provisions negotiated in a Collective Agreement. There are, however, no provisions in our Collective Agreement that pertain to the dispatch process for TOCs, giving the District significant leeway for modifying the dispatch process after consultation with the Local.

**2. Does this new system ensure that all TOCs from the FA list will be dispatched before TOCs on the PA list are dispatched?**

Not necessarily, as the callouts are filtered through the lens of qualifications. If there is a Math dispatch and there are no FA TOCs with qualifications in Math (or like subjects), then a qualified teacher from the PA list will be dispatched before a TOC from the FA list without qualifications in Math or related subjects is dispatched.

**3. Will you be able to request your job-share partner to TOC for your absence?**

Yes.

**4. Do part-time teachers get negatively impacted by this amended dispatch order?**

No. Anyone with a contract in Burnaby (or another District) is exempt from meeting the availability requirements.

**5. Who can be requested?**

Only teachers from the FA list can be requested.

**6. What does the 80% availability mean?**

Within the minimum five consecutive month period where a given TOC is on the FA list, they need to be available to accept calls (not pre-book as unavailable) for a minimum of 80% of those days. For example, let's assume that a TOC's five consecutive month period to remain on the FA list is from October to March. If there are 90 working days within this period, then the TOC would be required to be available to receive a call from the ADS for a minimum of 80% of those 90 days – or 72 days.

**7. What does the 60% number mean?**

It means that the TOC must accept a minimum of 60% of the days for which they are dispatched by the ADS within their 80% availability. Assuming the TOC was called by ADS for each of the 72 days as listed in the above example, then they must accept at least 60% of the dispatches for those 72 days – 42 days.

**8. Will this result in more TOCs being removed from the list?**

No. The requirement to remain on the TOC list is unchanged – the equivalent of ten full days of work (i.e 10 FTE days ) in a school year.