

SETTLEMENT AGREEMENT

Between:

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

and

British Columbia Teachers' Federation ("BCTF")

(collectively referred to as "the Parties")

RE: IMPACT OF REDUCED EMPLOYMENT INSURANCE WAITING PERIOD ON MATERNITY/PARENTAL SUPPLEMENTAL EMPLOYMENT BENEFIT PLANS

A. BACKGROUND

- Effective January 2, 2017, the waiting period that must be served before receiving Employment Insurance (EI) benefits, including Maternity and Parental benefits, was reduced from two (2) weeks to one (1) week by the Federal Government. This change impacted the Supplemental Employment Benefit (SEB) plans contained in many local collective agreements.
- The Parties met pursuant to the Legislative Change provisions of the provincial collective agreement (Article A.9), but were not able to agree on modifications to the relevant collective agreement provisions. The matter was subsequently referred to arbitration by BCPSEA on December 19, 2016.
- Following further discussions, the Parties have now reached agreement regarding how SEB plans will be administered in light of the aforementioned change to the EI waiting period. The terms of this agreement are set out below.

B. TERMS OF SETTLEMENT

Application of SEB Plan Provisions

1. School districts will continue to administer SEB plans in the same way that they did prior to the change in the EI waiting period. As a result, effective the date of this Settlement Agreement, no teacher will experience a loss of SEB benefit payments because of the change in the EI waiting period. For greater clarity:
 - a. Where qualifying for EI Maternity or Parental benefits was a precondition to receiving SEB plan benefits prior to the change in the EI waiting period, it shall continue to be a pre-condition to receiving SEB plan benefits during the term of this agreement;

- b. Those school districts that have SEB plans that provide for certain payments during "the first two weeks of the leave" shall continue to make these payments, even though the second week of the leave is no longer part of the EI waiting period;
 - c. Those school districts that have SEB plans that provide for payments beyond the first two weeks of the leave shall continue to make these payments, even though the number of weeks during which these payments are available may run beyond the end of the EI Maternity benefit period;
 - d. Those school districts that have SEB plans that provide for payments during the two week EI waiting period shall continue to make these payments for two (2) weeks, even though the EI waiting period has been reduced to one (1) week;
2. In the event that anomalous circumstances arise that are not covered by Article 1 (a-d) above, the Parties will discuss the application of the relevant SEB provision to these circumstances and attempt to reach agreement regarding how the SEB provisions should apply. If agreement cannot be reached, both BCPSEA and the BCTF will retain the right to file a grievance pursuant to Article A.9 of the Collective Agreement.

Employer may Vary Payment Schedule to Address Technical Payroll Issues

3. In the event that a SEB plan cannot be administered in the same way that it was administered prior to the change in the EI waiting period due to a technical payroll issue, the affected school district may vary the SEB benefit payment schedule upon agreement of the local and provincial parties, which will not be unreasonably withheld. Any such payment schedule variances shall not reduce the total value of SEB benefit payments.

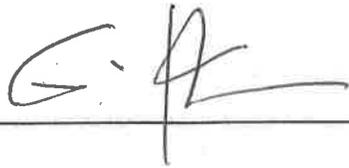
General Matters

4. This Settlement Agreement shall remain in effect until the Parties conclude a new collective agreement that addresses the impact of the change in the EI waiting period on SEB plan payments or until December 31, 2020, whichever comes first.
5. BCPSEA's referral of this issue to arbitration, dated December 19, 2016, will be held in abeyance until the Parties conclude a new collective agreement or until December 31, 2020, whichever comes first.
6. This Settlement Agreement is without prejudice to any position that BCPSEA or the BCTF may take in future collective bargaining, arbitration or other legal proceeding.
7. This Settlement Agreement shall not be referred to in any future arbitration or other legal proceeding.
8. If further legislative changes occur that impact the application of existing SEB provisions during the term of this Settlement Agreement, this Settlement Agreement will be rendered null and void and the Parties will re-open discussions regarding the application of these provisions.

Dated at Vancouver, British Columbia this 29th day of August, 2017

British Columbia Teachers' Federation

British Columbia Public School Employers'
Association



A handwritten signature consisting of the initials 'G. H.' followed by a long horizontal stroke, positioned above a solid horizontal line.



A handwritten signature in cursive script that reads 'Renzo Del Negro', positioned above a solid horizontal line.

