

SETTLEMENT AGREEMENT

Between:

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

and

British Columbia Teachers' Federation ("BCTF")

(collectively referred to as "the Parties")

RE: EXTENSION OF PARENTAL LEAVE BENEFIT PERIOD AND SUPPLEMENTAL EMPLOYMENT BENEFIT PLANS

A. BACKGROUND

- Effective December 3, 2017, Employment Insurance (EI) Parental benefits can be taken over either a 35-week [55% of salary (to the yearly Maximum Insurable Earnings)] or 61-week [33% of salary (to the yearly Maximum Insurable Earnings)] period. This change has implications for the Supplemental Employment Benefit (SEB) plans contained in the following ten (10) school districts' local collective agreements:
 - SD36 (Surrey)
 - SD51 (Boundary)
 - SD61 (Greater Victoria)
 - SD63 (Saanich)
 - SD69 (Qualicum)
 - SD70 (Alberni)
 - SD72 (Campbell River)
 - SD73 (Kamloops-Thompson)
 - SD75 (Mission)
 - SD79 (Cowichan Valley).

- The Parties have discussed this issue under the Legislative Change provisions of the provincial collective agreement and agreed to the following.

B. TERMS OF SETTLEMENT

1. Whether a teacher elects to receive EI Parental benefits over a 35-week or 61-week period, the total dollar value of the SEB benefit payments that will be paid to the teacher will be based on the total amount that would be owed if the teacher elected to receive EI Parental benefits over a 35-week period.

2. The local parties will agree upon the SEB benefit payment schedule that will apply in the event that a teacher elects to receive EI Parental benefits over a 61-week period. Any changes to the regular payment schedule shall not reduce the total value of SEB benefit payments.

General Matters

3. This Settlement Agreement shall remain in effect until the Parties conclude a new collective agreement that addresses the impact of the changes to EI Parental benefits on SEB plan payments or until December 31, 2020, whichever comes first.
4. 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.
5. This Settlement Agreement shall not be referred to in any future arbitration or other legal proceeding.
6. 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 16th day of December, 2017

British Columbia Teachers' Federation



British Columbia Public School Employers'
Association


