

# **LOU 3.a: Section 27.4 of Bill 27**

## ***Education Services Collective Agreement Act***

### **Transitional Issues – Amalgamated School Districts**

#### ❖ Overview

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Effective July 1, 2002, Section 27.4 of the *Education Services Collective Agreement Act* consolidated Previous Local Agreements in amalgamated districts to one per district. This consolidation was accomplished in each amalgamated district by voiding the Previous Local Agreement of the smaller group of employees (Column C agreement) and having the Previous Local Agreement of the larger group of employees (Column A agreement) now apply to all of the bargaining unit members in the amalgamated district. A letter of understanding was negotiated between the provincial parties to address issues related to transitioning to a single agreement in a district.

This legislation and letter of understanding are applicable to the following nine amalgamated districts:

- SD No. 5 (Southeast Kootenay)
- SD No. 6 (Rocky Mountain)
- SD No. 8 (Kootenay Lake)
- SD No. 53 (Okanagan Similkameen)
- SD No. 58 (Nicola-Similkameen)
- SD No. 79 (Cowichan Valley)
- SD No. 82 (Coast Mountains)
- SD No. 83 (North Okanagan-Shuswap)
- SD No. 91 (Nechako Lakes).

#### **Clause 1.0 Rate of Pay Maintenance**

As the Column C agreements' salary grids were now void, the Column C employees were placed on the appropriate corresponding category and experience level of the Column A agreements' salary grid.

A "Rate of Pay Maintenance Schedule" was established for instances where the Column C salary of continuing or temporary employees (minimum 0.5 FTE assignment) was higher than their placement on the Column A salary grid. Employees in these circumstances were listed on the schedule and were to be paid in equal monthly installments, the difference between their salary entitlement under the previous Column C agreement, and their lesser entitlement under the Column A agreement. Future general wage increases during the life of the collective agreement were to be applied to this yearly calculation.

Individual Teachers on Call who had a higher daily rate under the Column C agreement had their daily rates “red-circled.” Future general wage increases during the life of the collective agreement were not to be applied to the Teacher on Call “red-circled” rates.

This “Rate of Pay Maintenance Schedule” was to expire on June 30, 2006 however, is now extended through until June 30, 2011 (please refer to LOU No. 3.b).

The “Rate of Pay Maintenance Schedules” referred to in LOU No. 3.a and 3.b have no application to employees who were hired after June 30, 2002.

**Clauses 2.0 – 9.0 of LOU 3.a.** are set out below and are self-explanatory.

❖ **Letter of Understanding No. 3.a**  
**Re: Section 27.4 *Education Services Collective Agreement Act***  
**Transitional Issues — Amalgamated School Districts**

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*Letter Of Understanding No. 3.a*  
*Between*  
*The British Columbia Teachers’ Federation*  
*And*  
*The British Columbia Public School Employers’ Association*

***Re: Transitional Issues – Amalgamated School Districts – SD 5 (Southeast Kootenay), SD 6 (Rocky Mountain), SD 8 (Kootenay Lake), SD 53 (Okanagan Similkameen), SD 58 (Nicola-Similkameen), SD 79 (Cowichan Valley), SD 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD 91 (Nechako Lakes).***

*Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”*

*The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section “Column C Agreements”. Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) “Column A*

agreements.” Lastly, a superior daily rate, both short and long term, for Teachers on Call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation’s view that the “No Cut” provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation’s view on these matters, on a without prejudice and precedent basis to the Federation’s overall position in respect of Bill 27 “Education Services Collective Agreement Act” and Bill 28 “Public Education Flexibility and Choice Act” including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

### **1.0 Rate of Pay Maintenance**

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

#### **1.1 Continuing Employees**

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

*Fernie Grid – Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.*

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of signing of this Letter of Understanding.

- a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.
- b. Appeals must be referred to the Board and the Union by October 15, 2002.
- c. Appeals not resolved by November 15, 2002 shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly installments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

Sample Rate of Pay Maintenance Schedule:

| Name       | Annual Salary              | Monthly Installment |              |
|------------|----------------------------|---------------------|--------------|
|            | Effective<br>June 30, 2002 | July 1, 2002        | July 1, 2003 |
| First Last | \$39,365                   | \$202               | \$13         |
| First Last | \$42,564                   | \$215               | \$0          |
| First Last | \$62,752                   | \$180               | \$184        |

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly instalments until June 30, 2004 and any bridging period pursuant to Article A.1.2.
- 1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly instalments for any time he/she is employed.
- 1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher on Call, be

placed on the “Teacher on Call Schedule” at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A.1.2 of the Collective Agreement.

1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

| Year  | Column A Agreement   | Column C Agreement                                 |
|-------|--|--|
| 02-03 | Placement on grid according to Category and experience earned at June 30, 2002 = A.1 | Salary at June 30, 2002 x 1.025 = B.1              |
|       |  | • (B.1 – A.1 = Difference/10 = Monthly Instalment) |
| 03-04 | Placement on grid according to Category and experience earned at June 30, 2003 = A.2 | B.1 x 1.025 = B.2                                  |
|       |  | • (B.2 – A.2 = Difference/10 = Monthly Instalment) |

Notes:

1. For 12-month pay schedules, the divisors will be 12.
2. The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.
3. Please refer to Appendix “A” for examples.

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A.1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed

on the “Teacher on Call Schedule” at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A.1.2 of the Collective Agreement.

### **1.3 Teachers on Call**

- 1.3.1 Any teacher on call on the Teacher on Call List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A.1.2 of the Collective Agreement.
- 1.3.2 A “Teacher on Call Schedule” shall be appended to the collective agreement that identifies each eligible teacher on call and his/her daily rate at June 30, 2002.

*Sample Teacher on Call Schedule:*

| <i>Name</i>       | <i>Daily Rate Effective June 30, 2002</i> |
|-------------------|---|
| <i>First Last</i> | <i>\$159.64</i>                           |
| <i>First Last</i> | <i>\$166.70</i>                           |

*Note:*

*In some districts the daily rate for TOCs will be the same for all TOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these “Teacher on Call Schedules” to the provincial parties.

### **1.4 Employees Hired After June 30, 2002**

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 Teachers on Call placed on the Teacher on Call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

## **2.0 Sick Leave Credits**

*Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.*

## **3.0 Seniority Lists – District-Wide**

*Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes the local parties may establish administrative lists from the district wide seniority list which set out the relative seniority of employees by geographic region.*

## **4.0 Staffing Provisions – Transitional Effective Date**

*In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May – October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:*

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early)*
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).*

*It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.*

*Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.*

## **5.0 Geographical Boundaries – Staffing Provisions**

*In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.*

## **6.0 Leaves Commencing Prior To July 1, 2002**

*If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and*

*conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.*

## **7.0 Salary Plans**

### **7.1 Deferred Salary Plan**

*Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.*

### **7.2 12-Month Payroll Savings Plan/12-Month Pay Plan**

*Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.*

## **8.0 Benefit Plans – Turnover Date**

*8.1 In SD 83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD 83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.*

*8.2 Effective September 1, 2002, employees under the Column A agreement in SD 53 (Okanagan Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD 53 (Okanagan Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.*

## **9.0 Inclusions**

### **9.1 List**

*The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.*

- i. SD 6 (Rocky Mountain) – Employees instructing adult education academic credit courses.*
- ii. SD 82 (Coast Mountains) – Speech Language Pathologists and uncertified substitute teachers.*

- iii. *SD 83 (North Okanagan-Shuswap) – Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists*
- iv. *SD .91 (Nechako Lakes) – Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.*

### **9.2 SD 8 (Kootenay Lake)**

*Non-certified teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.*

### **9.3 Application**

- 9.3.1 *After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.*
- 9.3.2 *BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A.1.4 of the collective agreement shall apply.*
- 9.3.3 *In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.*

### **9.4 SD 79 (Cowichan Valley)**

*Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No. 65 (Cowichan) and former School District No. 66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.*

*“Neil Worboys”  
British Columbia Teachers’  
Federation*

*“Hugh Finlayson”  
British Columbia Public School  
Employers’ Association*

## ❖ Relationship to Other Articles

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LOU No. 3.a is directly linked to LOU No. 3.b Re: Section 27.4 *Education Services Collective Agreement Act* — Rate of Pay Maintenance Schedule Extension. Also, please refer to the Administrative Documents — Amalgamation section of this manual, as it contains a memorandum of settlement on recognition, union membership, and dues deductions, as well as a letter of understanding pertaining to president leaves.