

Letter of Understanding

Re: Section 27.4 *Education Services Collective Agreement Act* – Local President’s Leave

❖ Overview

For transitional purposes, notwithstanding the July 1, 2002 implementation date of Section 27.4 of the *Education Services Collective Agreement Act*, the parties agreed to continue the Local President Union Leave provisions of the Column C agreement for a one year period (July 1, 2002 - June 30, 2003).

This legislation and Letter of Understanding is applicable to the following nine amalgamated districts – SD 5, 6, 8, 53, 58, 79, 82, 83 & 91.

❖ Letter of Understanding

Re: Section 27.4 *Education Services Collective Agreement Act* – Local President’s Leave

Letter of Understanding

Between

*The British Columbia Teachers’ Federation
(BCTF)*

And

*The British Columbia Public School Employers’ Association
(BCPSEA)*

Concerning

Release Of Local President: 2002-2003

Amalgamated 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).

Preamble:

Notwithstanding the provisions of Section 4 of Bill 27 "Education Services Collective Agreement Act" the parties hereby agree, on a without prejudice and/or precedent basis, for the period July 01, 2002 -June 30, 2003, as follows:

1. The following provisions of the local agreement identified in Column C of Section 4 of Bill 27 which relate to the release of the local president shall continue in effect for the period July 01,2002 -June 30,2003.

Column C Agreement for:	Article Name and Number
<i>Fernie District Teachers' Association</i>	<i>President's Leave (A.21)</i>
<i>Golden Teachers' Association</i>	<i>President's Release Time (A. 17)</i>
<i>Kimberley District Teachers' Association</i>	<i>Union President's Leave (G.11.00)</i>
<i>Creston Valley Teachers' Association</i>	<i>Leave for Association President (15.10)</i>
<i>Keremeos Teachers' Association</i>	<i>Leave for Association President (A.9)</i>

Column C Agreement for:	Article Name and Number
<i>Princeton District Teachers' Union</i>	<i>President's Leave (A.9.0)</i>
<i>Lake Cowichan Teachers' Association</i>	<i>President's Release (A.5.1))</i>
<i>Kitimat District Teachers' Association</i>	<i>President's Leave (Art. 6)</i>
<i>Armstrong Teachers' Association</i>	<i>President's Leave (A.8.0)</i>
<i>Burns Lake District Teachers' Association</i>	<i>Association President Release Time (6.2)</i>

The above-noted collective agreement references are cited from the Previous Local Agreement working documents. It is understood that the working documents are not legal documents. Should there be a discrepancy between the working documents and the source documents of the provincial collective agreement, it is agreed that the language of the source documents would apply.

2. Notwithstanding the articles referred to in clause 1 of this document, these leaves shall be at no cost to the board, i.e., all costs, including pension, for the local president(s) from the Column C agreement(s) shall be borne by the local.

3. *The local parties shall establish a written protocol, that will specify the roles and responsibilities of each of the local presidents in respect of the administration of the collective agreement in the district, together with any other matters they deem relevant.*
4. *The written protocol specified in paragraph (3) shall be forwarded to the provincial parties.*
5. *This Letter of Understanding shall expire on June 30, 2003 and the provisions of Section 4 of Bill 27 “Education Services Collective Agreement Act” shall apply.*

Signed on this 25th day of June 2002.

*“Neil Worboys”
British Columbia Teachers’
Federation*

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

❖ Explanation

To assist in the transition to one local union per district, the parties agreed to continue the local union president leave provisions of the Column C agreements for a one year period. This would be on a without precedent and prejudice basis and at no cost to the board. For this one year period the union would inform the district of the specific role and responsibility of each teacher on union president leave with respect to the administration of the collective agreement. This letter would expire on June 30, 2003 at which time these Column C agreement provisions would become void.

❖ Implementation

This LOU took effect July 1, 2002 and expired on June 30, 2003. There was no extension to this LOU.

❖ Relationship to Other Articles

This LOU is directly linked to LOU No. 3.a and 3.b. - Section 4 of Bill 27 *Education Services Collective Agreement Act*. Also, please refer to the Administrative Documents – Amalgamation section of this manual that contains a memorandum of settlement on recognition, union membership and dues deductions.