

**2014-02** February 26, 2014

By E-mail: Two Pages

## 2011-2013 Melding/Interface Issues

### BCTF/BCPSEA

**Issue:** Mark Brown was appointed as Mediator/Arbitrator to resolve melding/interface issues with respect to the 2011-2013 Collective Agreement. Three questions relating to Article G.6 Leave for Union Business were put forward:

1. Does Article G.6 apply to leave for local presidents?
2. Does Article G.6 apply to staff representatives?
3. Can locals retain portions of local union leave articles and portions of Article G.6?

**Decision:** Arbitrator Mark Brown concluded that Article G.6 Leave for Union Business can be separated into four provisions for the purposes of melding/interfaces the new provincial article with existing local articles:

- short term leave at clause G.6.6,
- long term leave at clauses G.6.7 and G.6.8,
- elected union officer release at clauses G.6.9 and G.6.10, and
- payment/reimbursement clauses at clauses G.6.1 through G.6.5.

He interpreted the Article G.6 implementation note to differentiate between “article” and “provision,” and thus concluded that if the local agreement contains a superior provision in comparison to the four provisions noted above, the provision in Article G.6 will not apply and the superior provision will continue to apply.

The arbitrator answered the three questions as follows:

1. Article G.6 applies for leave for local presidents. Either the Article G.6 provision will apply in its entirety or the current provision in the collective agreement will apply if it is deemed to be superior.
2. Article G.6 applies to staff representatives. Either the Article G.6 provision will apply in its entirety or the current provision in the collective agreement will apply if it is deemed to be superior. A local cannot access a number of days under the current collective agreement and then access additional leave under the G.6 provision, as that would be pyramiding benefits. The local must elect either the current provision or the G.6 provision.
3. Locals cannot cherry pick portions of local union leave articles and portions of Article G.6. The local must adopt either the entire short term leave and/or long term leave provision from G.6, or the entire corresponding provision from the current collective agreement.

The arbitrator further concluded that the same approach must be taken for the payment/reimbursement clauses (G.6.1 through G.6.5). The local must adopt all of clauses G.6.1 through G.6.5 or all of the corresponding provisions in the local collective agreement and not portions from each.

*BCPSEA Reference No.A-03-2014*

## **Article G.6 Implementation**

### **Melding/Interfacing**

The parties have now completed the current outstanding mediation/arbitration issues regarding the implementation of Article G.6 Leave for Union Business. As a result of the outcome of this most recent decision, BCPSEA will be reviewing the proposed melding/interfacing of Article G.6 with each district's previous local provisions. Leanne Bowes of our office will be in contact with districts as that work is undertaken.

### **Interpretations**

The following interpretations are provided to assist districts in implementing Article G.6 where locals make leave requests under this Article:

1. It is BCPSEA's position that Article G.6 Leave for Union Business is effective from July 4, 2012. The provincial parties completed ratification of the 2011-2013 Provincial Collective Agreement at that time, and it is at that time that the article came into effect. Although the Provincial Collective Agreement has an effective date of July 1, 2011, any union leaves requested and granted between July 1, 2011 and July 4, 2012 were processed and granted under existing local language and would not be revised retroactively.
2. Pursuant to the January 29, 2014 arbitration decision of Irene Holden, the union is responsible for reimbursing only salary when a teacher teaching on call (TTOC) is used to replace a teacher taking leave under Article G.6. When a TTOC is not used to replace a teacher taking leave under Article G.6, the union is responsible for reimbursing 100% of salary, benefits, pension contributions and all other contribution costs.

### **Questions**

If you have any questions, please contact your BCPSEA liaison.