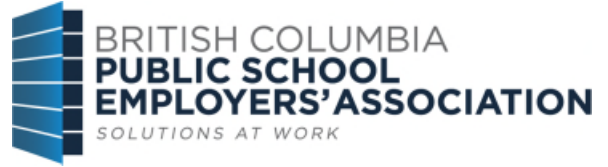


BCPSEA Proposal E.2
Date: February 7, 2019 Time: 10:08am



Bargaining 2019: Estoppel Process

The parties agree that any notice to change practice (“estoppels”) will be exchanged in the following manner:

1. Estoppels on provincial matters will be served by BCPSEA and BCTF on behalf of their members at the provincial table by April 30, 2019. This process will include any provincial estoppels which apply to provincially bargained language.
2. The notice for provincial matter estoppels will include at least:
 - a. the name of the district or local serving the notice;
 - b. the article number and title;
 - c. specifics of the estoppel.

(See example below)

3. BCPSEA and BCTF will be responsible for communicating the notices of estoppel to their respective members.
4. Estoppels on local matters will be served by school districts and local unions on their own behalf and will provide a copy to both BCPSEA and BCTF.
5. Exchange of local matter estoppels will occur no later than April 15, 2019 or earlier if otherwise agreed to by the local parties.

SAMPLE ONLY

NOTICE OF ESTOPPEL

BCPSEA serves estoppel notice on Provincial matters on behalf of the following school districts.

SD 20 (Kootenay Columbia)

1. G. 107 Emergency Leave for Family Illness

SD 37 (Delta)

1. A.6 Grievance Procedure
2. G.21.2 Sick Leave

3. E.34 .7.f Teachers-On-Call on the On-Call List – Long-Term Teachers-on-Call (21 days or more)

Estoppel Notice on Provincial Matters: SD 20 (Kootenay Columbia)

BCPSEA serves estoppel notice on behalf of School District No. 20 (Kootenay Columbia) as follows:

1. G.107 EMERGENCY LEAVE FOR FAMILY ILLNESS

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2013, BCPSEA hereby places BCTF on notice that commencing on the effective date of the new collective agreement (or as otherwise noted), the Employer will apply the following article of the collective agreement in accordance with the strict language of the article as follows:

Article G.107 – Emergency Leave for Family Illness — the Employer will cease the practice of granting leave under this article for reasons other than the case of emergency leave for illness in the family of a teacher. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will approve only leave requests that meet the terms of Article G.107

Estoppel Notice on Provincial Matters: SD 37 (Delta)

BCPSEA serves estoppel notice on behalf of School District No.37 (Delta) as follows:

1. **A.6 GRIEVANCE PROCEDURE**
2. **G.21.2 SICK LEAVE**
3. **E.34 .7.f TEACHERS-ON-CALL ON THE ON-CALL LIST – LONG-TERM TEACHERS-ON-CALL (21 DAYS OR MORE)**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2013, BCPSEA hereby places BCTF on notice that commencing on the effective date of the new collective agreement (or as otherwise noted), the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

1. A.6 GRIEVANCE PROCEDURE

Article A.6 Grievance Procedure – the Employer will cease the practice of processing grievances through Steps One, Two and Three in the grievance procedure outside of the time-limits specified in those steps without the mutual written consent of the parties. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will process grievances through Steps One, Two and Three in accordance with the language of Article A. 6.9 which provides that time limits in the grievance procedure may be altered by mutual written consent of the parties.

2. G.21.2 SICK LEAVE

Article G. 21.2 Sick Leave – the Employer will cease the practice of approving requests for sick leave with pay (to be charged against any sick leave accumulated by the employee) for reasons where the employee has not been absent while ill, disabled, quarantined or because of an accident e.g. pre-booked “sick leave” for routine physical or dental exams. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will only approve requests for sick leave with pay (to be charged against any sick leave accumulated by the employee) in accordance with the language of Article G. 21.2.

3. E.34 .7.f TEACHERS-ON-CALL ON THE ON-CALL LIST – LONG-TERM TEACHERS-ON-CALL (21 DAYS OR MORE)

Article E. 34.7.f Teachers-On-Call on the On-Call List – Long Term Teachers-On-Call (21 days or more) – the Employer will cease the practice of converting a long-term teacher-on-call to a continuing contract after forty (40) days in one (1) assignment. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will only convert a long-term teacher-on –call to a continuing contract after eighty (80) days in one (1) assignment in accordance with the language of Article E. 34.7.f.