

BCPSEA Proposal E31

Date: May 1, 2019 Time: 2:16pm



NOTICE OF ESTOPPEL

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

Reference to Article numbers is from the 2013-2019 collective agreement as it applies in the school districts.

BCPSEA

1. B (Various) – Allowances
2. G.6.9 – Leave for Union Business
3. G.6 – Leave for Union Business

SD 5 (Southeast Kootenay)

1. D.22 - Technology Changes

SD 20 (Kootenay-Columbia)

1. A.6 - Grievance Procedure

SD 22 (Vernon)

1. C.20.4 - Employment on Continuing Contract
2. C.20.5 – Employment on Continuing Contract

SD 23 (Central Okanagan)

1. G.6.10 - Leave for Union Business
2. G.6.12.c - Leave for Union Business
3. G.24.2.e - Maternity Leave and SUB Plan
4. G.28.1.d - Educational Leave
5. G.30.5 - Extended Leave

SD 27 (Cariboo Chilcotin)

1. VI.8.1 (Schedule A) – Class Size

SD 33 (Chilliwack)

1. A.20.3 - President's Release

SD 37 (Delta)

1. G.3 – Family Responsibility Leave
2. G.4 – Bereavement Leave
3. G.5 – Unpaid Discretionary Leave
4. G.22 – Compassionate Leave
5. G.24 – Personal Leave Day
6. G.25 – Discretionary Day

SD 38 (Richmond)

1. C.3.3.a – Evaluation Process – Informing the Teacher

SD 42 (Maple Ridge-Pitt Meadows)

1. A.6.6(a) - Referral to Arbitration: Local Matters
2. B.7.1 – Private Vehicle Damage
3. D.3.1.2 (Schedule A) – Mainstreaming and Integration
4. D.21.3(C) – Hours of Work

SD 43 (Coquitlam)

1. C.22.1.b – Suspension, Dismissal, Discipline and Evaluation
2. G.20.1.g – Short Term Leaves With Pay – Degree or Diploma
3. G.21.1 – Sick Leave

SD 46 (Sunshine Coast)

1. F.21.2 – Professional Development Funding and Control – Allocation of Funds
2. G.22 – Paternity Leave
3. G.24 – Compassionate Leave

SD 57 (Prince George)

1. F.22 – Non Instructional Days

SD 59 (Peace River South)

1. A.21.1.b. - Union Rights — President's Release

SD 62 (Sooke)

1. E.11.2.c – Posting Vacancies – TTOC Seniority

SD 68 (Nanaimo-Ladysmith)

1. G.26 – Family Illness Leave

SD 69 (Qualicum)

1. B.2 – Teacher Teaching on Call Pay and Benefits

SD 70 (Alberni)

1. A.23 – School Staff Committees
2. G.31 – Extended Maternity/Parental Leave

SD 74 (Gold Trail)

1. A.26 – Access to Information
2. G.21 – Sick Leave
3. G.22 – Leave for Family Emergency

SD 75 (Mission)

1. A.21 – President's Leave
2. A.22 – Leave for Union Business

SD 82 (Coast Mountains)

1. A.6 – Grievance Procedure
2. G.29 – President's Leave of Absence

SD 83 (North Okanagan-Shuswap)

1. B.23.4 – Part-Time Teachers
2. C.24.1.a – Part-Time Teachers' Employment Rights

SD 91 (Nechako Lakes)

1. C.24 – Changes in Contract
2. G.33 – Personal Leave

Estoppel Notice on Provincial Matters: BCPSEA

BCPSEA serves estoppel notice as follows:

- 1. B (VARIOUS) – ALLOWANCES**
- 2. G.6.9 – LEAVE FOR UNION BUSINESS**
- 3. G.6 – LEAVE FOR UNION BUSINESS**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article B(various) – Allowances – Without prejudice to BCPSEA’s position that it is not required to provide such notice, effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will pay allowances provided under the collective agreement during a job action only to the extent strictly required by the collective agreement.

Article G.6.9 – Leave for Union Business – cease the practice of granting leave under Article G.6.9 to union members who are not elected to a union officer position. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will apply the strict language of the collective agreement and will only grant G.6.9 leave to members who hold a union officer position to which they are elected.

Article G.6 – Leave for Union Business – cease the practice of granting Article G.6.9 elected union officer leave for durations which do not trigger the members right to return to their position in accordance with G.9.10. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will apply the appropriate short term or long term leave for union business where a G.6.9 leave is for a lesser period of time than contemplated by G.6.9 and G.6.10.

Estoppel Notice on Provincial Matters: SD 5 (Southeast Kootenay)

BCPSEA serves estoppel notice on behalf of School District No. 5 (Southeast Kootenay) as follows:

1. D.22 TECHNOLOGY CHANGES

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with the strict language of the article as follows:

Article D.22 - Technology Changes – the Employer will cease the practice of notifying the Union and all affected members of all new computer software or hardware updates. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will no longer be providing notice to the Union and affected members of computer software or hardware updates and changes unless it meets the definition of “technological change” in Article D.22.

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. A.6 GRIEVANCE PROCEDURE

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article A.6 - Grievance Procedure - the Employer will cease the practice of allowing the specified time limits outlined in Article A.6 to be exceeded without an express waiver. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the timelines in the collective agreement will be strictly adhered to, unless expressly agreed by the parties.

Estoppel Notice on Provincial Matters: SD 22 (Vernon)

BCPSEA serves estoppel notice on behalf of School District No. 22 (Vernon) as follows:

- 1. C.20.4 EMPLOYMENT ON CONTINUING CONTRACT**
- 2. C.20.5 EMPLOYMENT ON CONTINUING CONTRACT**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article C.20.4 – Employment on Continuing Contract - the Employer will cease the practice of treating all absences of over five months as indefinite. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the employer will only consider a teacher to be absent indefinitely if they are not returning to the district or there is no identified date of return.

Article C.20.5 — Employment on Continuing Contract - the Employer will cease the practice of automatically giving teachers teaching on call continuing appointments for all assignments greater than five months. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the employer will only convert teachers teaching on call to a continuing contract when they are in a position that is of an indefinite duration.

Estoppel Notice on Provincial Matters: SD 23 (Central Okanagan)

BCPSEA serves estoppel notice on behalf of School District No. 23 (Central Okanagan) as follows:

- 1. G.6.10 LEAVE FOR UNION BUSINESS**
- 2. G.6.12.c LEAVE FOR UNION BUSINESS**
- 3. G.24.2.e MATERNITY LEAVE AND SUB PLAN**
- 4. G.28.1.d EDUCATIONAL LEAVE**
- 5. G.30.5 EXTENDED LEAVE**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

For all of the above articles, the Employer will cease the practice of allowing a teacher returning from a leave who does not post into a position to float indefinitely with the rights of a continuing contract teacher in a TTOC position. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will apply the language of the above articles and assign the teacher to a position as per the language of the above articles.

Estoppel Notice on Provincial Matters: SD 27 (Cariboo Chilcotin)

BCPSEA serves estoppel notice on behalf of School District No. 27 (Cariboo Chilcotin) as follows:

1. VI.8.1 (SCHEDULE A) CLASS SIZE

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, and without prejudice to its position that notice is not required, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with the strict language of those article as follows:

Article VI.8.1 – Class Size - The Employer will cease the practice of applying a class size maximum of 15 to alternate classes at secondary schools. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will apply a maximum class size of 15 students to rehabilitation classes.

Estoppel Notice on Provincial Matters: SD 33 (Chilliwack)

BCPSEA serves estoppel notice on behalf of School District No. 33 (Chilliwack) as follows:

2. A.20.3 PRESIDENT'S RELEASE

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with the strict language of those articles as follows:

Article A.20.3 – President's Release - The Employer will cease the practice of not requesting reimbursement of pension costs under this provision. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer shall continue to pay the President their salary and to provide benefits as specified in this Agreement. The Employer shall require that the Union reimburse the Board for such salary and benefit cost, including pension, within fifteen (15) days of receipt of a monthly statement.

Estoppel Notice on Provincial Matters: SD 37 (Delta)

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

- 1. G.3 – FAMILY RESPONSIBILITY LEAVE**
- 2. G.4 – BEREAVEMENT LEAVE**
- 3. G.5 – UNPAID DISCRETIONARY LEAVE**
- 4. G.22 – COMPASSIONATE LEAVE**
- 5. G.24 – PERSONAL LEAVE DAY**
- 6. G.25 – DISCRETIONARY DAY**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

For all of the above articles, the Employer will cease the practice of approving these leaves to be taken in cumulative half day increments. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the use of any portion of a day for the noted contractual leaves will constitute a “day” and exhaust the employee’s right to one day of the specified leave.

Estoppel Notice on Provincial Matters: SD 38 (Richmond)

BCPSEA serves estoppel notice on behalf of School District No. 38 (Richmond) as follows:

1. C.3.3.a. - EVALUATION PROCESS – INFORMING THE TEACHER

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with the strict language of the article as follows:

Article C.3.3.a.i. and ii — The Employer will cease the practice that a teacher must be notified by September 30th if they are to be evaluated that school year. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, a teacher may be notified they are to be evaluated by clause i when the District knows it will be evaluating a teacher by September 30th. Teachers may also be notified under clause ii should they not have been notified under clause i.

Estoppel Notice on Provincial Matters: SD 42 (Maple Ridge–Pitt Meadows)

BCPSEA serves estoppel notice on behalf of School District No. 42 (Maple Ridge–Pitt Meadows) as follows:

- 1. A.6.6(a) - REFERRAL TO ARBITRATION: LOCAL MATTERS**
- 2. B.7.1 – PRIVATE VEHICLE DAMAGE**
- 3. D.3.1.2 (SCHEDULE A) – MAINSTREAMING AND INTEGRATION**
- 4. D.21.3(C) – HOURS OF WORK**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article A.6.6(a) – Referral to Arbitration: Local Matters – the Employer will cease allowing the Union to refer local matter grievances to arbitration beyond the required time limits in the collective agreement. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, any Step Three grievance not referred to arbitration as a “local matter grievance” within the A.6.6(a) time lines will be considered abandoned by the Union, unless the time lines are expressly waived by the parties.

Article B.7.1 – Private Vehicle Damage - the Employer will cease the practice of automatically reimbursing an employee when their vehicle is not damaged by a student or as a direct result of the employee being employed by the employer, such as accidental damage. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will reimburse an employee under Article B.7.1 only when an employee’s vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer.

Article D.3.1.2 (Schedule A) – Mainstreaming and Integration – the Employer will cease the practice of including any students on School Based IEPs which do not reflect modifications in a number of curricular areas as “exceptional students”. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will apply the strict language of the collective agreement as follows [underline added for emphasis]:

For the purposes of this article, exceptional students shall include those students classified for funding as:

- a) High Incidence (1.17)
- b) Low Incident (1.18)
- c) Dependent Handicap (1.19)
- d) English as a Second Language during their first year of school in Canada and then subsequent year where the School Based Team has developed an Individual Education Plan (IEP). This provision will not apply for more than three (3) years.
- e) Students for whom the School Based Team has developed or approved an IEP which reflects modifications in a number of curricular areas.

Article D.21.3(c) – Hours of Work – the Employer will cease providing teachers with preparation time in job-share positions where their assignment is less than 0.5 FTE. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer’s Job Share Guidelines will be revised to reflect Article D.21.3(c) and furthermore, the Employer will apply the following article of the collective agreement in accordance with the strict language of this article as follows [underline added for emphasis):

Preparation time shall be pro-rated for part-time teachers assigned no less than one-half (0.5) F.T.E time.

Should the new collective agreement be implemented part way through a school year, the Employer will apply this notice when staffing for the next school year.

Estoppel Notice on Provincial Matters: SD 43 (Coquitlam)

BCPSEA serves estoppel notice on behalf of School District No. 43 (Coquitlam) as follows:

- 1. C.22.1.b – SUSPENSION, DISMISSAL, DISCIPLINE AND EVALUATION**
- 2. G.20.1.g – SHORT TERM LEAVES WITH PAY – DEGREE OR DIPLOMA**
- 3. G.21.1 – SICK LEAVE**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that, commencing on the effective date of the new collective agreement, the Employer will revert to the strict language of the articles as follows:

Article C.22.1.b – Suspension, Dismissal, Discipline and Evaluation - When the Employer decides to investigate an employee in accordance with Article C.22.1.b, the employee and the Association shall be advised in writing of the particulars immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board. The Employer will be discontinuing the practice of providing a copy of the letter to the Union in advance of it being provided to the employee and will be discontinuing the practice of contacting the Union to arrange for a time to meet to deliver a notice of investigation in person to the employee with a union official present. The employer will be determining the best approach to advising an employee in writing of the investigation and particulars. This will be done on a case by case basis, which could include, but is not limited to, putting a letter in the employee's work mailbox, mailing a letter to their house, hand delivering a letter, sending an email, or any other mode of written communication. The union will be copied on this correspondence.

Article G.20.1.g – Short Term Leaves With Pay – Degree or Diploma - In accordance with the language contained in the Article, employees will be granted **up to** one day to receive a degree or diploma from an educational institution or to be present when a teacher's child, spouse, common law spouse, sibling or parent receives a degree or diploma. Where the Employer determines that an employee does not require a full day leave of absence from work in order to receive a degree or diploma or to be present for it in accordance with the above-noted terms, the employer will grant a partial day leave of absence as per the Article.

Article G.21.1 - Sick Leave - The employer will cease its practice of advancing sick leave in September to any employee based on their FTE for that school year. As per Article G.21.1, employees will accumulate sick days at the rate of one and a half (1.5) days per month to a maximum of fifteen (15) days per year.

Estoppel Notice on Provincial Matters: SD 46 (Sunshine Coast)

BCPSEA serves estoppel notice on behalf of School District No. 46 (Sunshine Coast) as follows:

- 1. F.21.2 - PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL - ALLOCATION OF FUNDS**
- 2. G.22 - PATERNITY LEAVE**
- 3. G.24 - COMPASSIONATE LEAVE**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice, without prejudice to its position that notice is not required, that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of those articles as follows:

Article F.21.2 - Allocation of Funds - Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the distribution of the professional development fund established under this article shall be in accordance with the exact guidelines and percentages set out in this article as follows:

- i. eighty-five per cent (85%) to individual teacher professional development;
- ii. ten percent (10%) to the school-based Professional Development Committees on a per teacher basis as of September 30th; and
- iii. five per cent (5%) to be administered by the District Professional Development Committee.

and will not be used to cover other administrative costs.

Article G.22 - Paternity Leave (L) – The Employer will cease its practice of deducting the cost of a TTOC only when a TTOC replaces the teacher on leave. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the standard cost of a TTOC will be deducted from the pay of a teacher taking leave in accordance with the article whether or not a replacement is requested or used.

Article G.24 - Compassionate Leave(L) – The Employer will cease its practice of deducting the cost of a TTOC only when a TTOC replaces the teacher on leave. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the standard cost of a TTOC will be deducted from the pay of a teacher taking leave in accordance with the article whether or not a replacement is requested or used.

Estoppel Notice on Provincial Matters: SD 57 (Prince George)

BCPSEA serves estoppel notice on behalf of School District No. 57 (Prince George) as follows:

1. F.22 - NON INSTRUCTIONAL DAYS

For the purposes of collective bargaining for the renewal of the collective agreement that expires on June 30, 2019, and without prejudice to its position that notice is not required, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with its strict language as follows:

Article F.22 – Non Instructional Days – The Employer will cease allowing teachers to use non-instructional days other than the one District-wide professional development day without mutual agreement of the Principal of each school and the staff of that school in accordance with the article. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the remaining non-instructional days described in Article F.22.1.b shall be used as mutually agreed between the Principal of each school and the staff of that school.

Estoppel Notice on Provincial Matters: SD 59 (Peace River South)

BCPSEA serves estoppel notice on behalf of School District No. 59 (Peace River South) as follows:

1. A.21.1.b. – UNION RIGHTS – PRESIDENT’S RELEASE

For the purposes of collective bargaining for the renewal of the collective agreement that expires on June 30, 2019, and without prejudice to its position that estoppel notice is not required, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with its strict language as follows:

Article A.21.1.b – Union Rights – President’s Release – the Employer will cease the practice of not billing the Union for the pension costs for the Union President during their term. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will continue to pay the Union President’s salary and to provide benefits as specified in the Agreement. The Employer will require that the Union reimburse the Employer for such salary and benefits costs, including pension, upon receipt of a monthly statement.

Estoppel Notice on Provincial Matters: SD 62 (Sooke)

BCPSEA serves estoppel notice on behalf of School District No. 62 (Sooke) as follows:

1. E.11.2.c – POSTING VACANCIES - TTOC SENIORITY

For the purpose of collective bargaining for the renewal of the collective agreement that expires June 30, 2019, BCPSEA hereby places the BCTF on notice that, commencing on the effective date of the renewal collective agreement, the Employer will apply the following article in accordance with its strict language as follows:

Article E.11.2.c – Posting Vacancies – the Employer will cease the practice of crediting TTOCs with seniority associated with any retroactive term specific contracts for completion of 20 days continuous teaching in the same assignment. The Employer will, instead, grant such retroactive term specific contracts “for the purposes of salary and experience only” consistent with the collective agreement.

Estoppel Notice on Provincial Matters: SD 68 (Nanaimo-Ladysmith)

BCPSEA serves estoppel notice on behalf of School District No.68 (Nanaimo-Ladysmith) as follows:

1. G.26 – FAMILY ILLNESS LEAVE

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with the strict language of the article as follows:

Article G.26 – Family Illness Leave — the Employer will cease the practice of allowing employees to take leaves under Article G.26 (Family Illness Leave) that should be taken under Article G.3 (Family Responsibility Leave). Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will require leaves that should be taken under Article G.3 (Family Responsibility Leave) and do not meet the requirements for leave under Article G.26 (Family Illness Leave) to be taken under Article G.3 (Family Responsibility Leave).

Estoppel Notice on Provincial Matters: SD 69 (Qualicum)

BCPSEA serves estoppel notice on behalf of School District No.69 (Qualicum) as follows:

1. B.2 – TEACHER TEACHING ON CALL PAY AND BENEFITS

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, and without prejudice to its position taken in the grievance and arbitration relating to Teachers Teaching on Call pay in lieu of benefits (EPLP file: 184231; BCTF File: 69-2017-0001), and in the event the arbitrator determines an amount in lieu of benefits is to be paid in accordance with Article B.2.7, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following article of the collective agreement in accordance with the strict language of the article as follows:

Article B.2 – Teacher Teaching on Call Pay and Benefits – the Employer will cease the practice of providing 8% in lieu of benefits beyond the first three consecutive days of an assignment or assignments. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will not apply the 8% in lieu of benefits under Article B.2.7 beyond the first three consecutive days of an assignment or assignments. Pay in lieu of benefits will be provided in accordance with Article B.2.5.

Estoppel Notice on Provincial Matters: SD 70 (Alberni)

BCPSEA serves estoppel notice on behalf of School District No. 70 (Alberni) as follows:

- 3. A.23 – SCHOOL STAFF COMMITTEES**
- 4. G.31 – EXTENDED MATERNITY/PARENTAL LEAVE**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article A.23 – School Staff Committees - the Employer will cease any and all practices pertaining to the creation of a 'School Staff Committee' that are not consistent with the language of the collective agreement, including allowing the staff of student support services to form and run a staff committee under this article. The application of Article A.23 will be as set out in the collective agreement and student support services employees will not be eligible to form a staff committee under this article.

Article G.31 – Extended Maternity/Parental Leave – the Employer will cease any and all practices pertaining to the approval of Extended Maternity/Parental Leave that are not consistent with the language of the collective agreement, including allowing employees to request partial Extended Maternity/Parental Leave not consistent with the collective agreement language. The application of Article G.31 will be as set out in the collective agreement and leaves will only be granted under this article for a full appointment or in an amount reconciling the assignment to 0.5.

Estoppel Notice on Provincial Matters: SD 74 (Gold Trail)

BCPSEA serves estoppel notice on behalf of School District No.74 (Gold Trail) as follows:

- 1. A.26 – ACCESS TO INFORMATION**
- 2. G.21 – SICK LEAVE**
- 3. G.22 – LEAVE FOR FAMILY EMERGENCY**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, and without prejudice to its position that notice is not required, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Articles A.26.2(b) and A.26.3 — the Employer will cease the practice of providing the Union with copies of letters of direction, letters of expectation and leave of absence documentation. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will provide the Union with the documents specifically identified in the collective agreement.

Articles G.21 Sick Leave and Article G.22 Leave for Family Emergency - the Employer will cease the practice of granting requests for the use of sick leave and leave for family emergency for attendance at non-emergent medical and dental appointments for family members. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will require that leaves of this nature are accessed in accordance with Article G.3 – Family Responsibility Leave.

Estoppel Notice on Provincial Matters: SD 75 (Mission)

BCPSEA serves estoppel notice on behalf of School District No.75 (Mission) as follows:

- 1. A. 21 – PRESIDENT’S LEAVE**
- 2. A. 22 – LEAVE FOR UNION BUSINESS**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article A.21 — the Employer will cease the practice of recovering only partial salary and benefits costs for the President’s Leave. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will continue to pay the Union President’s salary and to provide benefits, including pension, as specified in the Agreement. The Employer will require that the Union reimburse the Employer for such salary and benefits costs, including pension and any other benefits costs, upon receipt of a monthly statement.

Article A.22 — the Employer will cease approval of leaves that are entered as “Leave for Union Business”, but do not fall within the parameters of Article A.22. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will approve and provide leaves for union business as required in A.22.

Estoppel Notice on Provincial Matters: SD 82 (Coast Mountains)

BCPSEA serves estoppel notice on behalf of School District No.82 (Coast Mountains) as follows:

- 1. A.6 – GRIEVANCE PROCEDURE**
- 2. G.29 – PRESIDENT’S LEAVE OF ABSENCE**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Article A.6 Grievance Procedure – the Employer will cease its practice of not requiring the Union to strictly comply with the requirements of set out in Article A.6 and, effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will rely on its strict legal rights to require compliance with the grievance procedure and adherence to the timelines set out therein.

Article G.29 President’s Leave of Absence – the Employer will cease the practice of allowing the Union to reimburse the Employer for partial salary and benefits costs of the President of the Union pursuant to Article G.29. Effective on the date of expiration of the current collective agreement, the Employer shall require reimbursement by the Union for the full salary and benefit costs of the President of the Union, including pension cost, pursuant to Article G.29.

Estoppel Notice on Provincial Matters: SD 83 (North Okanagan-Shuswap)

BCPSEA serves estoppel notice on behalf of School District No. 83 (North Okanagan-Shuswap) as follows:

- 1. B.23.4 – PART-TIME TEACHERS**
- 2. C.24.1.a – PART-TIME TEACHERS’ EMPLOYMENT RIGHTS**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Articles B.23.4 – Part-Time Teachers and C.24.1.a – Part-Time Teachers’ Employment Rights — the Employer will cease the practice of normally approving requests from teachers on full-time continuing assignments to take discretionary partial personal leaves from their full-time assignments for more than one year. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, the Employer will exercise its rights under the collective agreement to deny requests for partial personal leaves from full-time assignments with written reasons, including (without limitation) the availability of a suitable replacement, and to normally grant discretionary partial personal leaves for one year only.

Estoppel Notice on Provincial Matters: SD 91 (Nechako Lakes)

BCPSEA serves estoppel notice on behalf of School District No. 91 (Nechako Lakes) as follows:

- 1. G.33 - PERSONAL LEAVES**
- 2. C.24 – CHANGES IN CONTRACT**

For the purpose of collective bargaining for renewal of the collective agreement that expires on June 30, 2019, BCPSEA hereby places the BCTF on notice that commencing on the effective date of the new collective agreement, the Employer will apply the following articles of the collective agreement in accordance with the strict language of the articles as follows:

Articles C.24 – Changes in Contract and G.33 - Personal Leaves - the Employer will cease the practice of approving partial leaves from a teacher's assignment under Article G.33. Effective on the date of expiration of the current collective agreement and at the end of the bridging period, leaves requested under Article G.33 will be approved only for the full assignment of the employees. Employees seeking to request a partial leave from their assignment must request the leave under Article C.24.