

BARGAINING 2019: NOTICE TO END PRACTICE (ESTOPPEL) PROCESS

The parties agree that any notice to **end** practice ("estoppels") will be exchanged in the following manner:

- 1. Estoppels on provincial **or local matters** will be served by **locals and districts** on behalf of their members at the **local** table by April 30, 2019. This process will include any provincial estoppels which apply to provincially bargained language. **This does not limit the BCTF or the BCPSEA from serving notice to end practice (estoppel).**
- 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.
- 3. BCPSEA and BCTF will be responsible for communicating the notices of estoppel to their respective members.
- 4. **2.** All estoppels on local matters will be served by school districts and local unions on their own behalf and **a copy** will **be** provided 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.
- 6. The local parties will discuss estoppels relating to district-based practices at the local tables.
- 7. 3. If a proposal is tabled, as a result of an estoppel notice for an Appendix 2 matter, any subsequent negotiation should occur at the local table. in the same manner as established for local matters bargaining

8. 4. Where the local parties wish to engage in an "MCM-like" process to amend negotiate an Appendix 1 matter, as a result of an estoppel, signatures of the district, the local, the BCTF, and the BCPSEA will be necessary to amend the Collective Agreement. This process does not negate any internal review and approval processes established by BCPSEA and BCTF.

Signed this ______, 2019

For BCTF

For BCPSEA