

**IN THE MATTER OF MEDIATION
AND A CONSENT AWARD**

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION**

(the "Employer" or "BCPSEA")

AND:

BRITISH COLUMBIA TEACHERS' FEDERATION

(the "Union" or "BCTF")

**Re: Outstanding Issues Regarding Letter of Understanding #12
(Remote Recruitment and Retention Allowance)**

ARBITRATOR:

Irene Holden

REPRESENTATIVES:

Jacque Griffiths
for the Employer

Susan Lambert
for the Union

DATE OF MEDIATION:

June 27, 2008

DATE OF AWARD:

July 4, 2008

INTRODUCTION

In the 2006 set of negotiations the British Columbia Public School Employers' Association and the British Columbia Teachers' Federation (collectively referred to as "the parties") bargained a Remote Recruitment and Retention Allowance (Letter of Understanding #12) which consisted of salary grid adjustments and a flat rate allowance. The allowance was designed to attract and retain teachers to certain schools and school districts. Letter of Understanding #12 called for a joint Public Education Recruitment and Retention Support Committee ("the committee") to be created. The committee was tasked with the establishment of eligibility criteria and ultimately the designation of the specific schools and school districts which would receive the allowance, beyond the districts already captured by the 2006 framework agreement. Effective July 1, 2008, the committee was to disburse funding of \$3.5 million per year to the designated schools and school districts.

In early 2008, school districts were asked to apply for the allowance. The committee established the following criteria which would assist the committee in determining if a particular school and/or school district were eligible to receive the allowance. The criteria were as follows:

1. the driving distance from a major centre (inclusive of ferry travel); major centres were deemed Calgary, Vancouver, Victoria and Edmonton;
2. the driving distance from a British Columbia community with a population over 20,000 people;
3. if the school location was only accessible by ferry, rail or air travel;

4. a population factor based on the population in the community;
5. an emergency services factor based on the proximity to a major medical community defined as Kamloops, Kelowna, Nanaimo, Vancouver, Victoria, Abbotsford and Prince George. This definition was taken from the BC Health Authorities' Health Rural Retention Program.

Each of these factors was assigned a certain number of points by the joint committee (see Appendix A for the committee's point assignment).

At the end of this process, there remained a number of outstanding issues. One of the most substantive issues was whether or not the allowance would apply to Teachers on Call. On May 13, 2008 I ruled in an expedited arbitration process that Teachers on Call were not eligible to receive the allowance. Following that award, a number of outstanding issues continued to be unresolved. Consequently the parties requested my assistance in a mediative role to deal with these remaining issues.

On June 27, 2008 I met with the parties and was able to assist them in reaching full and final resolution on the outstanding issues. The resolution shall hereinafter be known as a Consent Order.

CONSENT ORDER

Eligibility

1. Term and temporary employees are eligible to receive the Retention and Recruitment Allowance (“the allowance”).
2. In districts where only specific schools are deemed eligible, itinerant teachers, if not working full time in schools which attract the allowance, are eligible to receive the \$2,200 allowance only, on a pro-rated basis according to the number of days worked at schools attracting the allowance. Such itinerant teachers will be expected to provide a report indicating the time they spent in the eligible schools. Similarly, employees whose status is temporary or continuing and work as permanent Teachers on Call, if not working full time in schools which attract the allowance, are eligible to receive the \$2,200 allowance only, on a pro-rated basis according to the number of days worked at schools identified as attracting the allowance.
3. Employees on layoff and/or recall are not eligible to receive the allowance.
4. Employees on Letters of Permission working in a school or school district attracting the allowance are eligible to receive the allowance.
5. Seconded employees are eligible to receive the allowance, as long as the school district receives reimbursement for the allowance

from the organization to which the employee is seconded. The school district will report the allowance as part of the gross earnings to the seconding organization. If the organization refuses to reimburse the school district for the allowance, the employee will be informed that the allowance is not being reimbursed and will therefore not be paid by the school district. The employee will then be able to make an informed decision to accept or decline the offer of secondment.

Where the employee is paid directly by the seconding organization, the school district shall report the allowance as part of the employee's gross earnings.

6. Those employees on employer paid leaves will be eligible to receive the allowance; those on unpaid leaves will not be eligible. If the paid leave has a cap or maximum amount associated with the leave, the allowance will form part of the gross salary on which that cap or maximum is calculated. So, for example, where teachers are eligible to receive maternity or paternity leave top-up, the allowance will be paid to those on maternity/paternity leave top ups, up to the maximum of the percentage of salary the employee is eligible to receive (95% of gross salary in some cases).
7. Teachers on accumulated sick leave shall be eligible to receive the full allowance.
8. Teachers who are on Workers' Compensation leave are eligible to receive the allowance as long as they are in receipt of full salary

from the school district, according to the local provisions of the Collective Agreement.

9. For teachers on the BCTF Salary Indemnity Plan the allowance will form part of the gross earnings on which Plan deductions and payments are calculated.
10. Teachers on Union Leave shall be eligible to receive the allowance. The Union will reimburse the teachers' school districts. The allowance shall form part of the gross earnings on which benefits and benefit deductions are calculated.

Payment Methodology

11. The allowance will be paid monthly.

Deemed Earnings

12. The allowance will be deemed earnings for purposes of the Pension Plan and Salary Indemnity Plan.

General Wage Adjustments

13. The flat rate portion of the allowance will remain at \$2,200 for this year only. Effective July 1, 2009, the general wage increase will be applied to the allowance.

Movement Between Districts and Schools

14. If an employee moves to another school district or school throughout the course of the school year, the allowance will be prorated, based on the school district or school in which the employee is working. Consequently, if one school district or school attracts the allowance and the other school district or school does not, the allowance will only be paid to the employee while working in the school district or school attracting the allowance.

Multiple Grids

11. The parties understand and accept that the grid adjustment portion of the allowance may create multiple salary grids in certain school districts.

Cutoff

12. The parties agree that only those schools and school districts assigned nine points or more are eligible to receive the allowance. The list of approved school districts and schools is attached as Appendix B and forms part of this consent order.

It is so awarded by consent.

Dated at the City of Vancouver in the Province of British Columbia, this
4th day of July, 2008.

A handwritten signature in black ink, appearing to read 'Irene Holden', with a large, stylized initial 'I'.

Irene Holden, Arbitrator

Consented to by:

"Jacquie Griffiths"

Associate Executive Director for BCPSEA

"Susan Lambert"

First Vice President for BCTF