

Section 27.4 *Education Services Collective Agreement Act* – Rate of Pay Maintenance Schedule Extension

❖ Overview

LOU No. 3.b extends, through the term of the present collective agreement (June 30, 2011), the application of the “Rate of Pay Maintenance Schedules” that were established on June 25, 2002 in LOU No. 3.a.

This legislation and letter of understanding are only applicable to the employees who are still on the “Rate of Pay Maintenance Schedules” in the following nine amalgamated districts:

- SD No. 5 (Southeast Kootenay)
- SD No. 6 (Rocky Mountain)
- SD No. 8 (Kootenay Lake)
- SD No. 53 (Okanagan Similkameen)
- SD No. 58 (Nicola-Similkameen)
- SD No. 79 (Cowichan Valley)
- SD No. 82 (Coast Mountains)
- SD No. 83 (North Okanagan-Shuswap)
- SD No. 91 (Nechako Lakes).

❖ Letter of Understanding No. 3.b

Re: *Section 27.4 Education Services Collective Agreement Act* – Rate of Pay Maintenance Schedule Extension

Letter Of Understanding No. 3.b

Between:

British Columbia Public School Employers’ Association

And

British Columbia Teachers’ Federation

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the “Rate of Pay Maintenance” provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this

Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Original signed by:

*Jinny Sims
BCTF President*

*Jacquie Griffiths
BCPSEA Chief Negotiator*

❖ Explanation

The following is the repeated explanation for Clause 1 of LOU No. 3.a
Re: Section 4 of Bill 27 *Education Services Collective Agreement Act*.

Clause 1.0 Rates of Pay

As the Column C agreements salary grids were now void, the Column C employees were placed on the appropriate corresponding category and experience level of the Column A agreements salary grid.

A "Rate of Pay Maintenance Schedule" was established for instances where the Column C salary of continuing or temporary employees (minimum 0.5 FTE assignment) was higher than their placement on the Column A salary grid. Employees in these circumstances were listed on the schedule and were to be paid in equal monthly installments, the difference between their salary entitlement under the previous Column C agreement, and their lesser entitlement under the Column A agreement. Future general wage increases during the life of the collective agreement were to be applied to this yearly calculation.

Individual Teachers on Call who had a higher daily rate under the Column C agreement had their daily rates "red-circled." Future general wage increases during the life of the collective agreement were not to be applied to the Teacher on Call "red-circled" rates.

The "Rate of Pay Maintenance Schedules" referred to in LOU No. 3.a & 3.b have no application to employees who were hired after June 30, 2002.

LOU No. 3.b now extends the "Rate of Pay Maintenance Schedule" and the applicability of the new general wage increases for the life of the present collective agreement: it will now expire June 30, 2011, or at the end of the bridging period referenced in Article A.1.

The BCTF and BCPSEA are in agreement that the increases resulting from salary harmonization are not applicable to this calculation.

❖ Implementation

This LOU took effect July 1, 2006 for employees who were still on the “Rate of Pay Maintenance Schedule” on June 30, 2006. Future general wage increases should be taken into consideration when making the yearly calculation for continuing and temporary employees; however, wage increases resulting from harmonization shall not.

❖ Relationship to Other Articles

This LOU is directly linked to LOU No. 3.a Re: Section 27.4 *Education Services Collective Agreement Act* – Transitional Issues, dated June 25, 2002. Also, please refer to the Administrative Documents – Amalgamation section of this manual, as it contains a memorandum of settlement on recognition, union membership, and dues deductions, as well as a letter of understanding pertaining to president leaves.