

**Letter of Understanding**

**Between**

**Vancouver Island West Teachers' Union (VIWTU)**

**And**

**British Columbia Teachers' Federation**

**And**

**School District 84 (Vancouver Island West)**

**And**

**British Columbia Public School Employers' Association**

**Mid Contract Modification to:**

**July 1, 2022 – June 30, 2025**

**The parties agree to the following amendments:**

- 1. Amend ARTICLE G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS local provisions as follows:**

**Local Provisions:**

- 2. The Board will calculate the Supplemental Employment Benefit (SEB) by dividing the annual salary by 43.3 weeks.**
- 3. The Supplemental Employment Benefit (SEB) will be paid over all breaks and holidays throughout the regular school year as defined in Articles B.1.7, D.7 and D.10 but not limited to these articles, and the Supplemental Employment Benefit (SEB) shall not be paid over the summer break.**
- 4. When a teacher takes maternity leave to which they are entitled pursuant to the Employment Standards Act, and the teacher is not in receipt of EI maternity benefits, the teacher will be paid 75% of their normal weekly earnings for the first two (2) weeks of the employee's maternity leave.**

**[See also Article G.21 (Maternity Leave) for leave provisions.]**

2. Amend **ARTICLE G.21.7 SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN** as follows:

~~G.21.7. Supplemental Employment Benefit (SEB) Plan~~

- ~~a. When a teacher takes maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the teacher will be paid:
  - ~~i. 75% of their normal weekly earnings for the first two (2) weeks of the employee's maternity leave and where the teacher is eligible to receive EI maternity benefits;~~
  - ~~ii. the difference between 75% of normal weekly earnings and the amount of EI maternity benefits received by the teacher for the following fifteen (15) weeks.~~~~
- ~~b. The Board agrees to enter into the Supplemental Employment Benefit Plan (SEB) agreement required by the *Employment Insurance Act* in respect to such maternity leave payments as follows:
  - ~~i. employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan, and~~
  - ~~ii. payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.~~~~
- ~~c. The Board will calculate the Supplemental Employment Benefit (SEB) by dividing the annual salary by 43.3 weeks.~~
- ~~d. The Supplemental Employment Benefit (SEB) will be paid over all breaks and holidays throughout the regular school year as defined in Articles B.1.7, D.7 and D.10 but not limited to these articles, and the Supplemental Employment Benefit (SEB) shall not be paid over the summer break.~~

3. Amend **ARTICLE G.25 BEREAVEMENT AND CRITICAL ILLNESS LEAVE** to **ARTICLE G.25 CRITICAL ILLNESS LEAVE**.

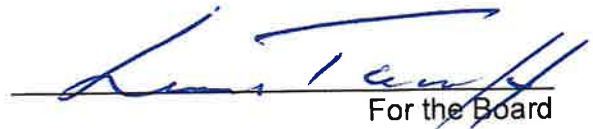
**The parties agree to the following housekeeping:**

- 1. Renumber **ARTICLE B.1.7 SALARY** to **ARTICLE B.1.10 SALARY**.
- 2. Renumber **ARTICLE B.1.8 SALARY** to **ARTICLE B.1.11 SALARY**.
- 3. Renumber **ARTICLE B.1.9 SALARY** to **ARTICLE B.1.12 SALARY**.
- 4. Renumber **ARTICLE B.1.10 SALARY** to **ARTICLE B.1.13 SALARY**.
- 5. Renumber **ARTICLE B.1.11 SALARY** to **ARTICLE B.1.14 SALARY**.
- 6. Renumber **ARTICLE B.1.12 SALARY** to **ARTICLE B.1.15 SALARY**.

7. Renumber **ARTICLE B.1.13 TEACHER SALARY GRID** to **ARTICLE B.1.16 TEACHER SALARY GRID**.

Date: \_\_\_\_\_, 2024

  
For the Local

  
For the Board

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For the BCTF

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For the BCPSEA