

## SETTLEMENT AGREEMENT

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION (BCPSEA)/ BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 73 (KAMLOOPS/THOMPSON) (the "Board")

The "Employer"

AND

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)/ KAMLOOPS THOMPSON TEACHERS ASSOCIATION

The "Union"

### RE: TTOC SICK LEAVE ACCESS GRIEVANCE

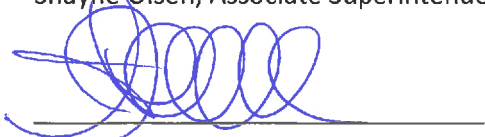
1. This agreement has been reached on a without prejudice and without precedent basis and will not be relied on or referred to by either party other than for the purpose of enforcing its terms. This agreement has no impact on the interpretation of collective agreement language in any other District.
2. The parties agree that Teachers Teaching on Call will be provided with the right to use accrued sick leave benefits as set forth in this agreement on a trial basis, effective upon execution of this agreement and continuing until February 28, 2018.
3. Either the Board or the Union may give notice on or before January 31, 2018 to end this agreement and refer the matter to arbitration for binding resolution. If no notice is provided, this agreement will remain in effect until the parties mutually agree to amend it or the relevant collective agreement language.
4. In the event the Board opts to terminate the agreement and refer the matter to arbitration, the matter will be heard by Arbitrator Hall. To avoid delay, the parties agree to secure tentative dates with Mr. Hall for this purpose between April 1 and June 30, 2018.
5. The accrual of sick leave by TTOC's will continue as set out in the collective agreement, and is not affected by this agreement.

6. TTOC's will be eligible to use accrued sick leave as of the first day of an on-call assignment. In order to be eligible to use accrued sick leave, a TTOC must:
  - a. report to and work on the first day of the assignment fit and ready to assume the duties of their assignment; and
  - b. become ill after commencing work in their assignment.
7. If a TTOC becomes ill during their assignment, they will report their illness to the school Principal. If a TTOC goes home before lunch, a full day will be charged to their sick bank, and a half day will be charged if the TTOC presents as sick after lunch.
8. Sick leave granted to a TTOC will continue until the earliest of the following events:
  - a. the TTOC recovers and is able to resume their assignment;
  - b. the teacher being replaced returns; or
  - c. the assignment ends.
9. For the sake of greater clarity, a TTOC who replaces another TTOC on an assignment will be deemed to be replacing that TTOC for the purposes of Article 8.b. above.
10. A TTOC shall only be required to begin work at school in order to claim a paid sick day on the first day of an assignment. A TTOC can claim a paid sick day, on any subsequent day of an assignment after the first, without having to report to work.
11. The Board will reimburse the two individual grievors in this matter for the sick leave they would have had the right to access had this agreement been in place at the time of their illnesses. Their sick leave banks will be deducted accordingly.
12. Arbitrator Hall will remain seized of this matter in the event of any dispute regarding the interpretation or application of this Agreement.

Dated this \_\_\_\_<sup>th</sup> day of February, 2017

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On behalf of the Board  
Shayne Olsen, Associate Superintendent of Human Resources



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On behalf of Kamloops Thompson Teachers' Association  
Amanda Jensen, 1st Vice President