

Arbitration Award: Preparation Time

Arbitrator Robert Pekeles has issued his award concerning the calculation of preparation time flowing from a grievance filed in School District No. 83 (North Okanagan-Shuswap).

At issue in this arbitration was the calculation of full time equivalent (FTE) status of vacant positions in secondary schools in relation to a full school year, as opposed to the actual period of time available and covered by the term of the vacancy. Article D17.3 of the collective agreement reads as follows:

“The Employer shall continue the practice of providing preparation time equivalent to 12.5 percent or one (1) block in eight (8) for full-time teachers in secondary schools or pro rata for part-time teachers at .5 or above.”

The union’s position was that teachers who teach at least two blocks out of four in a semester should be entitled to a pro-rated portion of the money set out in D17.3. The employer’s position was that the .5 referred to in Article D17.3 must be calculated in relation to the school year and not in relation to a single semester.

It should be noted that the employer originally took the position that a teacher who taught four blocks in one semester is not entitled to the preparation time money. It was important to the employer not to pay more than 1.0 for a seven block teaching assignment. In closing argument, the employer revised its position such that a teacher who taught four blocks in one semester is entitled to that money, so long as the employer could recover any overpayment of preparation time to a teacher who had been replaced by the teacher who taught the four blocks.

The Award

The arbitrator made the following comments:

“At the heart of the dispute between the parties is the meaning of “...at .5 or above” in Article D17.3. Does that mean 0.5 over the period of time worked by the teacher, as asserted by the union, or does it mean 0.5 over the school year, as asserted by the employer? The question is .5 of what? The answer to that question depends on the contract language agreed to by the parties.

I have concluded that in the context of the parties’ Collective Agreement, “at .5 or above” means over the school year...”

He went on to state:

“The 8 blocks in the school year consist of 7 teaching blocks and 1 preparation time block. Teachers who teach 1 to 3 blocks out of 7 in a school year are not entitled to preparation time pay. They work less than 0.5 FTE. Teachers who teach 4 to 6 blocks out of 7 in a school year are entitled to the pro-rated share of preparation time pay. They work “at .5 or above.” Teachers who teach 7 out of 7 teaching blocks are, of course, entitled to full preparation time pay.”

With respect to the point conceded by the employer during its closing argument, Arbitrator Pekeles wrote:

“I agree with the union, however, that the payment of preparation time is for teachers, and not for assignments. The payment of preparation time does not depend on what, if any, preparation time was paid to some other teacher who taught only part of their assignment. Paying the preparation time to a teacher does not depend on whether or not the teacher who that teacher is replacing did or did not get paid preparation time.

Having said that, however, if for example a teacher is assigned to teach 7 blocks in a school year and leaves after the first semester, then the employer can seek to recover any overpayment of preparation time money from that teacher through the grievance/arbitration procedure....”

A copy of the award can be accessed on the BCPSEA website at:

<http://www.bcpsea.bc.ca/access/publications/aissue/aissue.html>

Questions

If you have any questions about this award, please contact your BCPSEA labour relations liaison.

Attachment