

Article G.1: Portability of Sick Leave

❖ Overview

This article sets out the manner in which a teacher can port up to 60 days of sick leave credits when changing employment from one school district to another after September 1, 2006.

❖ Article G.1: Portability of Sick Leave

1. *Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.*
 2. *An employee hired to or on exchange in the district shall accumulate and utilize sick leave credits according to the provisions of the collective agreement as it applies in that district.*
 3. *Sick Leave Verification Process*
 - a. *The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.*
 - b. *An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.*
 - c. *The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.*
- Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.*

❖ Explanation

- G.1.1** 1. *Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.*

G.1.1 provides the ability to port up to 60 days of sick leave credits for teachers who previously worked in one or more BC school districts and accept employment with another BC school district effective September 1, 2006 or later. In order to port sick leave credits to a new school district, the employee may be on a “teacher exchange” or have terminated their employment with their previous school district. Please note that the porting of sick leave for teachers who are on a full leave of absence is described below in the section titled, “Teacher on Leave of Absence”.

The eligibility to port sick leave credits from a previous district is derived from the teacher’s status as a member of the “provincial” BCTF bargaining unit. A teacher who worked in a different bargaining unit covered by a different collective agreement (BCTF or otherwise) is not eligible to port sick leave credits from that bargaining unit to their new employer. For example, adult educators in SD 39 (Vancouver) are in a separate BCTF bargaining unit and would not be eligible to port sick leave credits from that bargaining unit.

The porting of sick leave credits will not apply to sick leave credits that have been subject to or involved in a sick leave payout. Moreover, many districts permit a teacher who has previously resigned from a district, to reactivate any sick leave credits which were unused at the time of resignation. Accordingly, in order to avoid double counting, any ported or paid out sick leave credits must be deducted from the accumulation in the previous school district so that they may not be “reactivated” should the teacher return to the employ of that school district or should the teacher wish to port to a subsequent school district in the future.

Except as provided under Transition below, this clause is not retroactive and will not apply to teachers who have moved from one school district to another prior to September 1, 2006.

Transition

Although the clause reflects an effective date of September 1, 2006, the BCTF and BCPSEA agreed, as a transitional issue for the 2006 – 07 school year, to extend the application of this clause to employees who were formally hired prior to September 1 for work which was to commence on or after September 1, 2006.

Teachers on a “Full” Leave of Absence

Teachers on a full (not a partial) leave of absence from one school district may port sick leave to a second school district. Such ported sick leave must be deducted from the accumulation in the previous school district. If the

employee on leave returns to the previous school district during or at the expiry of the leave, only the ported amounts of unused sick leave may be ported back to the originating district (Irene Holden arbitration decision June 2007).

The ability to port while on leave is limited to a transaction between two districts and any subsequent porting can only occur if the employee terminates employment with the first district. For example, if an employee is granted a leave of absence from district A, and ports 60 days of sick leave to District B, the employee cannot then take a leave of absence from District B, and port sick leave credit to District C. If the employee wishes to port sick leave credits to District C, the employee must first resign from District A (Irene Holden arbitration decision June 2007).

Be aware that Irene Holden's decision with respect to the porting of sick leave while on leave of absence, does not over-ride previous local provisions which do not permit an employee to hold a continuing position in another school district while on leave from the relevant school district. In such cases, the cancellation of the leave and termination of employment will continue to apply. Furthermore, the Holden decision does not place any additional obligation on the district to grant a leave of absence request from a teacher.

Application to Teachers with More Than One Part-Time Contract

BCPSEA and the BCTF have agreed that teachers who are newly hired to a continuing part-time contract while simultaneously holding another continuing part-time contract in another district will be able to port unused sick leave credits. However, this will only occur when the employee has terminated his/her employment from the district from which the employee is porting the sick leave or receives a full leave of absence from the porting district. In such cases, the requirement to initiate the verification process (90 days) does not commence until the porting position has been terminated or confirmation of a full leave of absence has been received.

The signed agreement may be found as Letter of Understanding No. 16 in the "Letters of Understanding" section of the manual.

- G.1.2** 2. *An employee hired to or on exchange in the district shall accumulate and utilize sick leave credits according to the provisions of the collective agreement as it applies in that district.*

Although the porting of sick leave credits occurs at the time when an employee is hired into a new school district at or after September 1, 2006, the further accumulation and/or utilization of such sick leave credits will be subject to the applicable provisions of the collective agreement in the new district in which the sick leave credits were ported into. For example, if the sick leave provisions of the collective agreement only apply to continuing employees, an employee hired into the district as a temporary employee may still port up to 60 days but will not be able to utilize their ported sick leave credits until they reach continuing status in that district.

G.1.3 3. *Sick Leave Verification Process*

- a. *The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.*
- b. *An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.*
- c. *The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.*

Process

Arbitrator Holden confirmed that the onus is on the employee to provide the district with a verification of the sick leave credits to be ported and the employee must initiate the verification process within 90 days of commencing employment by the new district.

The verification form must be received by the previous school district within 90 days of commencing any employment with the new district (Teacher on Call, term or continuing employee). Failure to meet this 90 day timeline will preclude the employee from porting sick leave credits from this district.

Both the receiving and previous school districts have an obligation to assist the employee. Upon the employee's initial request, the receiving district must provide a form for requesting the verification, and the previous district(s) must make every reasonable effort to retrieve and verify the information and to forward this verification to the new school district (Irene Holden supplemental award, February 28, 2007).

BCPSEA and the BCTF have consulted on a form for this purpose. It can be found at the end of this article.

When using the form, the administrative sections must be completed to ensure that sick leave credits are correctly and appropriately ported. Such information as the date that the employee commenced employment and the date the form was provided may impact the employee's eligibility to port. It is important to ensure that all relevant information is provided by the employee as well as by the receiving and sending districts.

Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.

Some collective agreements currently provide for the porting of sick leave. If this is the case in your district and the porting of sick leave provision is superior to that of Article G.1, then the superior provision of the receiving district shall continue to apply.

❖ Implementation

If an employee is hired into your district on or after September 1, 2006, the porting of up to 60 days of sick leave from a previous BC school district must be verified by the previous school district. It should also be confirmed that the sick leave credits have not been involved in a sick leave payout or previous porting.

❖ Relationship to Other Articles

Sick leave provisions.

**VERIFICATION OF ACCUMULATED SICK LEAVE CREDIT
Pursuant to Provincial Collective Agreement Article G.1**

An employee may port a maximum of sixty (60) days of accumulated sick leave from school districts in BC in which s/he was previously employed in a position covered by the Provincial Collective Agreement between the BCTF and BCPSEA. It is the employee's responsibility to have this form completed by school district(s) in which they were previously employed if a claim is to be made to port sick leave credits.

This form must be received by your previous school district(s) within ninety (90) days of commencing any employment with your new school district as TOC, term or continuing teacher, or from the date of exchange with the school district. Exception is if the employee continues to hold 2 continuing part-time appointments simultaneously. Under this circumstance, the 90 days commences on the date of resignation/termination. A separate form should be sent to each district from which you are seeking to port. Please check the appropriate box below and indicate the number of sick leave credits you wish to port.

- I am porting from only one district. I wish to port _____ days of sick leave credit

or

- I am porting from _____ districts. I only wish to port _____ days of sick leave credit.

Employee Name (please print) Employee Signature Date Form Received

Previous School District(s) should complete the following:

Date Request for Verification received: _____

This is to certify that the above identified employee was employed in a position covered by the Provincial Collective Agreement between the BCTF and BCPSEA in a school operated by

School District No. ____ (_____)

This employee held _____ sick leave credit at the time of his/her **active** employment.
This accumulation has been reduced by _____ days.

Signature of Signing Officer Name and Title (Please Print) Date Form Received

Please forward the completed form directly to the attention of
Director, Human Resources (or appropriate position)
School District No. ____ (_____)
Fax No. or E-mail Address

OFFICE USE ONLY
Employee Name: _____
Date Employee Commenced Employment as TOC, Term or Continuing Employee: _____
Date Form Issued to Employee: _____ Initial: _____
Date Returned to Office: _____ Initial: _____
File: Employee File (Photocopy to be retained when provided to the employee and on return from the previous school district.)