



Teacher Collective Agreement

ADMINISTRATION BULLETIN



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BRITISH COLUMBIA
PUBLIC SCHOOL EMPLOYERS'
ASSOCIATION

Please copy to:

- School District Teacher Issues Contacts
- Trustees
- Management Staff
- Principals and Vice Principals
- BCPSEA Board of Directors
- Management Partner Associations
- Ministry of Education
- British Columbia Teachers' Federation

By E-mail: 2 Pages

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Outstanding Issues

Earlier this week, we distributed Vince Ready's award determining the outcome of a number of outstanding issues arising from his October recommendations with respect to TOC pay and seniority. This bulletin summarizes Mr. Ready's decisions on each issue and provides some guidance to districts with respect to implementation of his award.

The new TOC provisions are effective April 1, 2006. Where districts require administrative changes to implement the new application of TOC pay and seniority accrual, we suggest you contact your local and advise when the changes will be in place.

TOC Pay

• TOC Pay In Lieu Of Benefits

There is no change to the application of PCA Article B.2.5. TOCs will continue to receive the greater of \$3 (\$1.50 for a partial day) or an amount determined under local provisions if it is greater.

• Pay — First 3 Days

A new daily rate of \$190 will now apply to certificated teachers-on-call for the first 3 days of any assignment unless the Previous Collective Agreement provided a higher daily rate. Where a local provision did produce a higher daily rate, that provision will remain in the agreement and the previous rate shall continue to apply.

Related provisions with respect to partial days are not affected by Mr. Ready's award and will continue to apply.

- **Pay — 4th Consecutive Day**

When a TOC is called out on a fourth (4th) consecutive day of work, the TOC will be paid in accordance with amended Article B.2.6, irrespective of whether the call out is for the same or a different assignment. There is no change to the previous advice regarding a TOC replacing a part time teacher — on the fourth day related to the schedule of the part time teacher being replaced, the TOC is paid at 1/189th.

If payment at 1/189th is less than the \$190 daily rate, then the \$190 rate will continue to be paid for the TOC assignment. Should the assignment convert to a temporary or continuing appointment, the TOC will be paid according to the provisions of the agreement pursuant to that appointment.

In determining what is a consecutive day of work, it is our view that consecutive will include all scheduled days of instruction. In order for a "consecutive assignment" to be broken, the TOC must not work on a scheduled day of instruction.

In determining whether a 4th day is part of the "same assignment", districts will continue to apply the provisions in their local agreement. Language which is clearly linked to a single, continuous assignment will be limited in application to such single assignments.

Non-Certificated TOCs

In most districts, non-certificated TOCs are not part of the bargaining unit and their terms of employment are outside the collective agreement. In districts where non-certificated TOCs are included in the unit, it was agreed that the \$190 does not apply to non-certificated TOCs. (This is consistent with our previous advice that Article B.2 does not apply to non-certificated TOCs unless they have had common terms to certificated TOCs in the PLA.)

Accumulation of Seniority

Effective April 1, 2006 all TOCs who are paid at 1/189th pursuant to PCA Article B.2.6.(amended) will accumulate seniority on the same basis as regular employees. As with pay pursuant to B.2.6, such seniority will accumulate retroactive to day 1 of the call out. Seniority will cease to accumulate, when there is a break in the assignment such that Article B.2.6 does not apply.

Some districts currently have provisions which provide better seniority accrual for TOC's than that provided under Mr. Ready's award. These superior seniority provisions will continue to apply.

There is no change to the application of seniority in each district. The accumulation provided by Mr. Ready's recommendation and award, does not trigger any additional seniority rights; rather, it becomes part of any aggregate seniority at the point seniority is defined and used under your specific local provisions. Over the next several weeks, we will provide specific district by district advice as to how the new seniority will interface with your local provisions.

Some districts have unique or unusual provisions which may require specific advice; if you have a question which is not addressed by this bulletin; please forward the question to either Mike Hancock or Sherida Harris for response.

New Collective Agreement Language**Revised Article B. 2 Teacher on Call Pay and Benefits****New Article C.2 Teacher on Call Seniority**

Attached to this bulletin is an amended Provincial Article B.2 which reflects the changes arising from Mr. Ready's award with respect to TOC pay. There are no changes to B.2.1 through B.2.5; the amended B.2.6 will replace the previous provincial clause. In most districts, the provisions now found in B.2.6.a will also replace the previous local provision with respect to a daily TOC rate.

Similarly, there is a new Article C.2 which sets out the terms for accumulating TOC seniority. As noted above, we will provide further individual advice as to how this article will interface with your existing Seniority provisions.

These articles have been reviewed by the BCTF and are acceptable as written.

Managing the Demand

In a previous bulletin, we addressed the difficulty that districts are facing in meeting the demand for TOCs. We provided several options for controlling the demand for TOCs and using non-traditional sources to improve the supply of available TOCs. Mr. Ready's decision with respect to pay on the grid after four days of any assignment will be very costly if you are using retired teachers to meet your TOC needs. It is advisable that districts review their practices to reduce any unnecessary demand for TOCs.

Leave at the Cost of a TOC

In light of the significant increases in paying TOCs, we recommend that you advise your accounts receivable clerks to update their billing processes to reflect the new, higher rates and charge accordingly.

Distribution of this Bulletin

Please ensure that this bulletin is circulated to all administrative staff in the district office and to Principals and Vice Principals who must rely on the collective agreement in the performance of their duties.

TOC Language effective April 1, 2006**ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS**

1. All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a Teacher on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A Teacher on Call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits remain part of the Collective Agreement.
6. Rate of Pay:
 - a. Effective April 1, 2006, employees who are employed as Teachers on Call shall be paid \$190 for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement
 - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, an employee shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

ARTICLE C.2: TEACHER ON CALL SENIORITY: NEW

1. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority for TOCs shall remain part of the Collective Agreement
2. Seniority accumulated pursuant to Article C.2.1 shall be included as aggregate service when an employee's seniority is calculated and applied pursuant to the provisions of the Previous Collective Agreement.