



# Teacher Collective Agreement



ADMINISTRATION BULLETIN

April 28, 2006  
2006-44

## Staff Resource

**Bonda Bitzer, Managing Consultant, Client Services**  
Direct Dial..... 604-730-4505  
e-mail ..... bondab@bcpsea.bc.ca

**Brian Chutter, ER Specialist**  
Direct Dial..... 604-730-4520  
e-mail ..... brianca@bcpsea.bc.ca

**Renzo Del Negro, ER Specialist**  
Direct Dial..... 604-730-4511  
e-mail ..... renzod@bcpsea.bc.ca

**Jacque Griffiths, Managing Consultant, Collective Bargaining Services**  
Direct Dial..... 604-730-4514  
e-mail ..... jacquieg@bcpsea.bc.ca

**Sherida Harris, ER Specialist**  
Direct Dial..... 604-730-4504  
e-mail ..... sheridah@bcpsea.bc.ca

**Mike Hancock, Legal Counsel and Coordinator, Legal Services**  
Direct Dial..... 604-730-4510  
e-mail ..... mikeh@bcpsea.bc.ca

**Ron Pound, Seconded Director, Human Resources**  
Direct Dial..... 604-730-4519  
e-mail ..... ronp@bcpsea.bc.ca

**Joe Strain, ER Specialist**  
Direct Dial..... 604-730-4507  
e-mail ..... joes@bcpsea.bc.ca

### 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: 3 Pages

### In This Issue:

#### Vince Ready Award — Teachers on Call

- TOC Pay:
  - The Rule for Movement to 1/189th
  - Part-time Employees
  - Partial vs. Full Days
  - Limited Availability
- Accumulation of Seniority
- Experience Recognition
- Leaves at the Cost of a TOC

#### Vince Ready Award — Teachers on Call (TOCs)

*Teacher Collective Agreement Administration Bulletin* No. 43 provided immediate information regarding Vince Ready's award determining a number of issues arising from his October recommendations with respect to TOC pay and seniority. This bulletin summarizes the questions raised subsequent to TCAAB No. 43. Of course, if there is specific language in your agreement that suggests the contrary, that language may prevail. If you are in doubt, please contact your BCPSEA liaison for clarification.

#### ▪ TOC Pay

- **Rule for Movement to 1/189<sup>th</sup>**

When a TOC is called out on a fourth 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. The criteria to be considered are:

#### 1. Any Assignment

In determining what is a consecutive day of work, 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.

BRITISH COLUMBIA  
PUBLIC SCHOOL EMPLOYERS'  
ASSOCIATION

## 2. Same Assignment

In determining whether a fourth 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.

### Examples of applying the above criteria for TOC pay are set out below:

#### ○ Part-time employees

*Where an employee is a part-time employee on continuing or temporary contract and teaches on call on non-scheduled days, does the contract work break the "consecutiveness" of the TOC work?*

No. Part-time work does not break nor count towards the "consecutive day" count. In determining eligibility for pay on scale, only the available TOC days are considered, not a mix of TOC and continuing/temporary part-time work.

Examples:

1. A part-time teacher is scheduled to work Monday, Tuesday, and Wednesday. She TOC's on Thursday. She is not paid scale on the Thursday.
2. The same teacher works Thursday and Friday in two consecutive weeks. The callout for the second Friday will trigger the retroactive pay at 1/189<sup>th</sup>.

#### ○ Partial versus Full Days

*Do partial days of TOC work affect the "consecutiveness" of TOC work?*

No. The determination of "consecutive" is based solely on working consecutive days without regard to the amount of work on each day. Of course, the amount of work affects the amount of pay which is pro-rated for part days.

Example:

A TOC works four consecutive days on the following basis 1.0, 1.0, 0.5, 1.0. The TOC receives pay on scale for 3.5 days of work.

#### ○ Limited Availability

*Some of our TOCs have, by their choice, requested to only work on a limited basis. Are they entitled to scale after they have worked four consecutive days of their self-limited availability?*

No. Any TOC who limits his/her availability such that s/he does not work on 4 consecutive instructional days, is not eligible for pay at 1/189<sup>th</sup> unless the callout falls within the criteria set out above for replacing a part time teacher.

Example:

A TOC requests that they only be called for work on Monday and Tuesday. S/he is not

employed by the district on Wednesday, Thursday, or Friday. S/he works Monday, Tuesday in two consecutive weeks in a variety of assignments. S/he does not go on scale. In fact, the only circumstance this TOC could ever go on scale is if s/he replaces a part-time teacher who only works Monday and Tuesday in two consecutive weeks.

- **Accumulation of Seniority**

*Most of the questions with regard to seniority can be summarized as to whether or not a TOC or a part-time teacher who also TOCs is entitled to earn more than 1 day's or 1 year's seniority.*

Seniority language is specific to each district's agreement and practice but unless there is an express provision otherwise, all teachers should only earn 1 day's seniority for 1 day worked and 1 year's seniority for 1 year worked.

- **Experience Recognition**

*Does the Ready award have any affect on experience recognition language?*

No. The award addresses seniority accumulation language only. Experience recognition should continue to be applied according to the language of your collective agreement.

- **Leaves at the Cost of a TOC**

*Our collective agreement provides for leaves at the cost of a TOC. The Local says we can only charge \$190. Is this correct?*

The answer to this may depend on the way your language has been interpreted and applied in the past. In theory, unless there is express language to the contrary, any provision which states that leave is at the cost of "a" or "the" TOC may be read to mean the actual cost of the TOC replacing the absent teacher.

Some districts may have established a notional rate based on average TOC costs, including any pay in lieu of benefits or vacation. Given the increased costs arising from Vince Ready's award, this notional rate will need to be adjusted based on experience. We suggest that the April to June period should provide a basis on which to revise this notional cost.

The notional rate approach has two benefits for districts: it provides teachers with the advantage of knowing up front what the TOC cost will be; it is also much easier for the district to administer.

Where districts have charged back the actual cost of the TOC replacing the absent teacher, we recommend that you alert the teacher going on leave to the potential for a significantly higher charge back as it is very possible that the TOC costs will exceed the actual income of the teacher going on leave.

If you are unclear as to how your recovery provisions apply under the new TOC pay rules, please contact your BCPSEA liaison for advice.

## **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.