

IRENE HOLDEN LTD.
ARBITRATION, MEDIATION AND
WORKPLACE CONFLICT RESOLUTION

February 20, 2007

File: 150

BC Public School Employers' Assn.
400 - 1333 West Broadway
Vancouver, BC V6H 4C1

BC Teachers' Federation
100 - 550 West 6th Avenue
Vancouver, BC V5Z 4P2

Attn: Jacquie Griffiths

Attn: Jinny Sims

Dear Mesdames:

Further to my award regarding implementation of the Framework for Settlement reached by the parties in June of 2006, I met with the parties on February 10, 2007 in order to clarify issues related to the portability of seniority and sick leave. As a result of that meeting and the discussion which took place, I issue the following rulings:

1. Does duration of the break in service matter when it comes to counting seniority and sick leave towards portability?

No; there is no limit on the amount of time constituting the break.

2. Is differential treatment afforded employees based on the reasons for their severance of employment from previous school districts?

No. The reason does not matter. Since portability of seniority and sick leave only occurs after hiring an employee, the reason for the previous severance of employment will be taken into account during the hiring process.

3. Given the response in item #1 above, should records retention become an issue, how will the issue be dealt with?

The ultimate onus will be on the employee to verify his or her seniority and sick leave - in a similar manner as the employee must verify his or her teaching experience for appropriate placement on the salary scale. However, both the new and previous school districts must assist the employee in exercising this collective agreement right. The new school district must provide the employee with the appropriate form which the employee and the previous school district

can utilize in the verification process. The previous school district must make every reasonable effort to retrieve and verify the information and forward this verification to the employee and the new school district. The parties are in the process of developing a form which the employee and the school districts can utilize in the verification process. BCPSEA will issue a template to the school districts for their utilization in this regard.

In order to port sick leave, the employee shall initiate the verification process within 90 days of being hired by the new school district. For portability of seniority, the verification process will be initiated by the employee within 90 days of obtaining a continuing contract in the new school district.

Individual problems will be dealt with on a case by case basis.

4. Will TOC's who work in multiple school districts be able to port seniority accumulated in those multiple districts once they have achieved a continuing contract in a new school district?

Yes. At the time of achieving a continuing contract, whether the contract is full time or part time, a TOC will be able to port seniority gained in all the districts he or she will have worked, up to a maximum of 10 years of seniority. Should the same employee continue to work as a TOC in other school districts while working as a continuing contract teacher, the seniority gained as a TOC will be able to be utilized when the employee accepts the next continuing contract (i.e., in another new school district) – as long as the 10 year maximum has not been reached.

I trust that the above clarifications will assist the parties in implementing the portability provisions for sick leave and seniority found in the new Collective Agreement.

Yours truly,

IRENE HOLDEN LTD.

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Irene Holden

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