



BC TEACHERS' FEDERATION
Bargaining Proposal—2014

Proposal Number: U74

Date: June 14 2014 Time: 6:05 PM

ARTICLE B.2 TEACHER TEACHING ON CALL PAY

1. The employer will ensure 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 teaching 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 teaching 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 teaching 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 teaching on call shall be paid an additional compensation of:

July 1, 2014 \$10.00
July 1, 2015 \$20.00

~~\$3-\$25 over daily rate~~ for each day worked, in lieu of benefits. This benefit will be prorated for part days worked but ~~will~~ in no case will be less than:

July 1, 2014 \$5.00
July 1, 2015 \$10.00

~~\$1.50-\$12.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement. Effective July 1, 2016 and thereafter~~ the compensation will increase by the same percentage as any salary increase.

6. Rate of Pay

An employee who is employed as a teacher teaching on call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 9 for each full day worked.

7. A teacher teaching on call will be paid on the same schedule as contract employees.
8. No teacher teaching on call shall receive less than the daily rate set out in clause 6 above for a full day of work in any school or worksite.
 - a. A teacher teaching on call who is called for less than a full day, but whose assignment includes service in both the morning and afternoon sessions, shall be paid for a full day as specified in clause 6., above.
 - b. A teacher teaching on call called for a full day and not utilized, or utilized for only a portion of that day, or whose assignment is cancelled, ~~as specified in clause 6 above~~ and not reassigned shall be compensated as follows:
 - i. if called in for a full day or more than half a day shall be paid for a full day as specified in clause 6, above.
 - ii. if called in for a half day or less shall be paid a half (0.5) day's pay.
 - c. The minimum rate of pay for any call out shall be one-half (0.5) of the daily rate.
 - d. Payment for a full morning, full afternoon or full evening session shall be one-half (0.5) of the daily rate or the percentage of the school's instructional day completed, whichever is the greater amount.
 - e. Notwithstanding clause 8.c., above, a teacher teaching on call who works more than ~~.6~~ 0.5 of a day in the morning session shall be paid for the percentage of the time worked a full day.
 - ~~f. A teacher teaching on call who is assigned to a full morning session which equals six-tenths (.6) of the hours of instruction for that day and who is assigned to a class for the full afternoon session which is more than four-tenths (.4) of the hours of instruction for that day shall receive one hundred and ten percent (110%) of the daily rate of pay.~~
 - ~~g. A teacher teaching on call who is called for a half day and not utilized, or utilized for only a portion of the half day, or whose assignment is cancelled, shall be paid a half (0.5) day's pay.~~

- h. A teacher teaching on call who is assigned to a school or worksite which operates on a modified day shall have her/his daily rate of pay increased proportionately to reflect the time by which the school day has been extended.
- i. A teacher teaching on call who works more than the hours set out in the provisions of the agreement governing hours of work in a day shall have her/his daily rate of pay increased proportionately to reflect the time by which the hours of work have been exceeded.
- j. No teacher teaching on call shall be denied call-out or assignment because she/he would receive a rate of pay greater than that for a full day.



BC TEACHERS' FEDERATION
Bargaining Proposal—2014

Proposal Number: U75

Date: June 14 2014 Time: 6:05 pm

ARTICLE G.6 LEAVE FOR UNION BUSINESS

1.
 - a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.
 - b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.
2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
3. Where a TTOC replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.
4. **Where there is no replacement for a member on union leave, the reimbursement costs paid by the local or the BCTF shall be 100% of the average salary of a TTOC.**
5. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
6. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

Short-term leave (leave of 10 consecutive school days or less)

7. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than 10 consecutive school days)

8. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
9. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Elected union officer release

10. Such leaves will be granted upon request.
11. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Implementation:

The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous collective agreement, this provision will not apply and the superior provision will continue to apply.



BC TEACHERS' FEDERATION
Bargaining Proposal—2013

Proposal Number: U76

Date: June 14, 2011 Time: 6:05 pm

ARTICLE C.4 TEACHER TEACHING ON CALL EMPLOYMENT

1. The teacher teaching on call list

- a. The employer shall maintain a list of teachers employed and currently available to act as teachers teaching on call. The list shall be in order of accumulated seniority as defined in this article, ~~based on length of service to the district, inclusive of service on continuing, term/temporary, part-time, or teacher teaching on call appointment.~~ The employer shall update the teacher teaching on call list monthly and shall provide the local with a copy.
- b. Teachers teaching on call shall remain employees of the board from year to year unless they indicate otherwise.
- c. A teacher teaching on call may indicate on the list that he/she is available only for assignments at particular times, at particular grade levels or subject areas, or at particular schools and/or worksites.

2. Call-out

- a. The employer shall assign a teacher teaching on call to replace any absent employee.
- b. The employer shall first offer on-call assignments to teachers teaching on call on the list who have the greatest seniority with the employer, subject to the limitations outlined in clause 1.c.

Teacher teaching on call seniority will be the length of service from the date of hire to the district.

- c. The teacher teaching on call shall be entitled to the scheduled preparation time of the employee being replaced.
- d. The teacher teaching on call initially assigned to a class where the employee is absent for an indefinite period shall continue in the assignment until the absent employee

returns, unless the duration of the assignment is such that it must be posted and filled in accordance with the previous collective agreement.

- e. Subject to clause ^d/~~g~~ of this article, the teacher teaching on call shall continue in the assignment unless the district and the local agree that a replacement is required due to the specialized nature of the assignment.

3. Experience credit

a. For the purpose of this article, experience credit shall be:

- i. service as a teacher teaching on call shall be credited one (1) day for each day or part-day worked,
- ii. ~~sixteen (16)~~ **seventeen (17)** days or part days worked shall be equivalent to one (1) month,
- iii. ~~one hundred sixty (160)~~ **one hundred seventy (170)** days or part days worked shall be equivalent to one (1) year.
- iv. **Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation was earned.**

4. A teacher teaching on call who is in receipt of a retirement pension benefit shall not be allowed to apply, for any purpose, his/her seniority accrued up to the date of his/her retirement. ~~Thereafter, he/she shall accrue seniority pursuant to clause 3, above.~~

5. Removal from the teacher teaching on call list

The removal of a teacher teaching on call from the list, or restriction by the employer of the call-out of a teacher on call, shall occur only for just and reasonable cause and shall be subject to the discipline and dismissal provisions of the previous collective agreement.