



## Bargaining Proposal—2019

Proposal Number: U79

Date: July 3, 2019 Time: 3:25pm

### ARTICLE C.2 SENIORITY

1. Except as provided in this article, “seniority” means an employee’s aggregate length of service with the employer. ~~as determined in accordance with the provisions of the Previous Collective Agreement. All members, including teachers teaching on call, will accumulate a day of seniority for each day worked.~~
2. **All teachers shall be granted a continuing contract of employment from their date of hire.**
- ~~2.~~ 3. Porting Seniority
  - a. Effective September 1, 2006 ~~and despite Article C.2.1 above,~~ an employee who achieves continuing contract status ~~in another school district~~ shall be credited with ~~up to ten (10) years of~~ **all** seniority accumulated in ~~other~~ any school districts in BC.
  - b. Seniority Verification Process
    - i. ~~The new~~ **receiving** school district shall provide the employee with the necessary verification form at the time the employee’s **date of hire.** ~~achieves continuing contract status.~~
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of ~~receiving a continuing appointment in the new~~ **the employee’s date of hire in the receiving** school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
- ~~3.~~ 4. Teacher Teaching on Call
  - a. A teacher teaching on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

- b. For the purpose of calculating seniority credit:
  - i. Service as a teacher teaching on call shall be credited:
    - 1. one half (0.5) day for up to one half (0.5) day worked;
    - 2. one (1) day for greater than one half (0.5) day worked up to one (1) day worked.
  - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
  - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.34.a and C.2.34.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

- 4. ~~An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.~~
- 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

*Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.*

**~~Any and all superior provisions contained in the previous Collective Agreement shall remain part of the Collective Agreement.~~**

**Locals shall have the right to access this provincial article through the Opt In Process of LOU X (U87).**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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For BCTF

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For BCPSEA

## LETTER OF UNDERSTANDING No. 6

### BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION

#### RE: ARTICLE C.2.—PORTING OF SENIORITY—SEPARATE SENIORITY LISTS

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K–12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - ~~Maximum of 10 years can be ported.~~
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K–12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - ~~Up to 10 years of K–12 and up to 10 years of adult education can be ported to the corresponding lists.~~
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K–12 seniority and 6 years of adult education seniority. Teacher A secures a K–12 continuing appointment in District B. Teacher A can port 8 years of K–12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K–12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - ~~A combined total of up to 10 years of seniority can be ported.~~
  - No more than 1 year of seniority can be credited for any single school year.

4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
- ~~Up to 10 years of~~ Seniority ~~can~~ ~~could~~ be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 14 years of seniority and attains a K–12 position in District B which has 2 separate seniority lists. Teacher A could port 14 10 years of seniority to the K–12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the ~~provincial~~ BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

**Note: June 30, 2019—The references to Irene Holden’s previous awards refer to her February 20, 2007 award letter.**

Signed this 29<sup>th</sup> day of Sept, 2011

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Tara Ehrcke  
For BCTF

**RE: ARTICLE C.2—PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE—SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS**

The following letter of understanding is meant to clarify the application of Article C.2.3 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.3 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates ~~his/her~~ **their** employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their

employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for her full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

**Note: June 30, 2019—The references to Irene Holden's previous awards refer to her February 20, 2007 award letter.**

Signed this 29<sup>th</sup> day of Sept, 2011

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

## LETTER OF UNDERSTANDING No. 8

**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION**

**RE: ARTICLE C.2 – PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST**

The following letter of understanding is meant to clarify the application of Article C.2.3 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.3 shall apply:

1. Laid off teacher holding recall rights in one school district may port ~~up to ten (10) years of~~ **all** seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in ~~his/her~~ **their** previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

A teacher has 3 years of seniority in district “A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. This teacher after working 1 year in district “B” accepts recall to a continuing appointment in district “A”. Only 3 years of seniority would be ported back to district “A” and for record keeping purposes, the teacher’s seniority record in district “B” would be reduced from 4 years down to 1 year.

Example 2

A teacher has 3 years of seniority in district ‘A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. After working 2 years in school district “B” this teacher’s recall rights in school district “A” are lost. No further seniority can be ported from district “A” to district “B” and for record keeping purposes, the teacher’s seniority record in district “A” would be zero for all purposes.

**Note: June 30, 2019—The references to Irene Holden’s previous awards refer to her February 20, 2007 award letter.**

Original signed by:

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Brian Chutter  
For BCPSEA

April 6, 2011

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Date

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Jim Iker  
For BCTF  
April 6, 2011

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Date



