

Distribution of this Bulletin

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

Article C.4: TTOC Employment — Provincial Collective Agreement

The new Provincial Collective Agreement (PCA) provision reads as follows:

ARTICLE C.4 TEACHER TEACHING ON CALL EMPLOYMENT

1. Experience Credit

- a. For the purpose of this article, a teacher teaching on call shall be credited with one (1) day of experience for each full-time equivalent day worked.
- b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.

2. Increment Date for Salary Grid Placement

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 is earned.

Application of New Article C.4 Language

The new C.4 language will replace all previous local agreement language regarding TTOC experience being earned in their present district for the purpose of **increment advancements**; i.e., there is no “superior provision” caveat for Article C.4.

Article C.4 is separate and distinct from experience accrued in a district as a temporary/term employee and/or continuing employee. As a result, for the purpose of increment advances, teachers will now accrue experience in two separate silos:

- one silo for experience accrued in your district as a TTOC (C.4 applies) and
- the second silo for experience accrued in your district as a temporary/term employee and/or continuing employee (existing previous local agreement language applies).

As stated above, Article C.4 only applies to TTOC time earned in a district towards increment advances. Article C.4 will have no effect and will not replace any existing previous local agreement TTOC language with respect to “initial placement” of a new teacher in your district; i.e., whether

previous TTOC experience from another district will count toward a teacher's initial placement on scale will still depend on your previous local agreement language.

When a teacher accrues 170 full time equivalent days of TTOC experience in your district, that teacher will be entitled to one increment advancement. This increment advancement shall take effect on the first month following the month in which the 170 full-time equivalent days of TTOC experience was acquired.

Three Letters of Understanding Affecting and Related to Article C.4

To accompany the new Article C.4 language, please find attached three Letters of Understanding, which were negotiated between the BCTF and BCPSEA to address the following issues.

- **LOU No. 16(a): Melding Exercise — How does the new language fit together with the previous local collective agreement language?**

This LOU reconfirms that Article C.4 replaces all previous local agreement language regarding TTOC experience being earned in their present district for the purpose of increment advances and that all **other** previous local agreement language related to TTOC experience, including initial placement, is unaffected and will remain and continue to have application.

BCPSEA will be working with districts to complete this language melding exercise. If you have any questions in this regard, please contact Leanne Bowes at leanneb@bcpsea.bc.ca.

- **LOU No. 16(b): Transition/Implementation Issues — What happens to the TTOC experience accrued prior to September 19, 2014?**

Article C.4 took effect on September 19, 2014. This LOU addresses any applicable TTOC experience that was accrued by a teacher in your district prior to September 19, 2014. Depending on your previously local collective agreement language, one of the following three situations will apply to your districts, which are addressed in this LOU:

- i. No applicable TTOC language in your previous local collective agreement

As there was no previous recognition of TTOC experience for increment purposes under your previous local agreement, there are no transitional issues to address; i.e., no TTOC experience prior to September 19, 2014 would be transferred to the Article C.4 bank.

- ii. Applicable TTOC language in your previous local collective agreement

Prior to Article C.4 coming into effect, your previous local agreement recognized TTOC experience earned for the purpose of future increment advancement in your district. In this situation, on September 19, 2014, any days of TTOC experience remaining on September 18, 2014 would be transferred to Article C.4. This would take effect on September 19, 2014.

- iii. Applicable TTOC language in your previous local collective agreement is recognized/activated only once a continuing appointment is obtained

There are a few districts that have previous local agreement language which only recognizes TTOC experience earned in the district once the employee obtains a continuing appointment. In these situations their TTOC experience earned up until September 18, 2014 would be recorded and, should that employee obtain a continuing appointment at a later date, that recorded TTOC experience amount would then be applied to the increment rules of the previous local collective agreement language. Please refer to the LOU for further details, including an example.

- **LOU No. 16(c): Transfer of TTOC Experience — Does the TTOC experience in the Article C.4 silo always have to remain separate or can a teacher transfer their TTOC experience to their temporary/term/continuing experience silo?**

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC.

Under the current language, teachers accrue experience for the purpose of future increment advances under two separate collective agreement provisions (silos); i.e., TTOC experience (C.4) and term/temporary/continuing experience (previous local collective agreement language).

In these cases, a teacher could not use the experience gained as a TTOC toward an increment as a continuing or term/temporary employee; i.e., the increment would have to be earned and triggered under each separate collective agreement provision (silo).

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 toward that of the applicable previous local collective agreement increment language for continuing and/or term/temporary employees, the parties agreed to very strict terms, conditions, and processes within which this could occur. These terms, conditions, and processes (with an example and provincially agreed to application forms) are described in detail in LOU No. 16(c).

Please note that this transfer, within a district, can only occur in one direction, involves the entire C.4 bank in whole month amounts and, once notice is provided by the teacher, the decision to transfer is irrevocable. This ability to transfer came into effect on April 22, 2015 and is not retroactive.

Questions

Should you have any questions with respect to Article C.4 and/or LOU Nos. 16(a), (b) or (c), please contact your BCPSEA liaison.

Attachments