

# *teacher* COLLECTIVE AGREEMENT

*administration bulletin*



8

October 17, 2017

By E-mail: Two Pages Plus Attachments

## ***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.*

### **In This Issue:**

- Articles C.2.2: Porting of Seniority and Article G.1 — Portability of Sick Leave
- Article B.2: Teachers Teaching on Call Pay and Benefits

## **Articles C.2.2 and G.1: Porting of Seniority and Sick Leave**

As many districts continue to recruit and hire this fall, we have received several questions about porting of seniority and sick leave. This bulletin reminds of the issues that may arise when porting seniority or sick leave and the resources available to districts. Briefly, the Provincial Collective Agreement provides for porting of seniority and sick leave:

- Article C.2.2 provides teachers with the right to be credited, upon verification, for up to 10 years' seniority accumulated in other school districts upon achieving a continuing contract.
- Article G.1 allows teachers to port up to 60 days' accumulated sick leave from other districts upon verification.
- Three Letters of Understanding clarify the application of the above articles in specific circumstances, specifically:
  - LoU No. 6 provides guidance on porting seniority when a district has a separate seniority list for adult education teachers;
  - LoU No. 7 provides guidance on porting sick leave and seniority when a teacher simultaneously holds part-time continuing appointments in two separate districts; and
  - LoU No. 8 clarifies porting of seniority for laid off teachers who are on the recall list.

Districts should note that porting of seniority and sick leave is a separate and distinct process from TTOC experience transfer under Letter of Understanding 16(c). TTOC experience transfer occurs **within** a district only; there is no mechanism to transfer TTOC experience to other districts under LoU 16(c).

The *Teacher Collective Agreement Administration Manual* provides detailed guidance on applying these provisions, in light of arbitration awards, Letters of Understanding, and other clarifications. We encourage you to review the information, available on our website at: <http://www.bcpsea.bc.ca/bc-teachers/collective-agreement-administration/tcaa-manual.aspx>.

## **Porting Forms**

The onus is on the employee to provide verification of his/her seniority or sick leave to be ported. The verification process must be initiated within 90 days of obtaining a continuing contract for seniority, or 90 days from date of hire for sick leave.

Districts have an obligation to assist employees. The receiving district should provide employees with the verification form, and the previous district must make every reasonable effort to retrieve and verify the information and forward it to the new district.

We have heard from several districts that they have received incomplete or blank forms from teachers looking to port their seniority, or that seniority or sick time has not been correctly reduced to reflect ported time.

BCPSEA developed template forms, in consultation with the BCTF, to ensure all relevant information to verify seniority and sick leave is provided to a receiving district. Specifically, all administrative sections need to be completed to ensure that seniority and/or sick leave credits are correctly and appropriately ported, such as date of continuing appointment, date the form was provided, any periods of absence, etc. The information may impact the amount of seniority the employee is eligible to port and/or whether the request is within the prescribed timelines for porting. It is important that all relevant information is provided by the employee as well as the receiving and sending districts. We attach the verification forms and encourage districts to use them as drafted and adapt with their district logo.

## **Deducting Seniority and Sick Leave Credits**

Except for teachers on a full time leave, the ported seniority and sick leave must be recorded and deducted from the accumulation in the previous school district.

For continuing teachers on a full time leave, the ported seniority is retained for layoff purposes in his or her previous district. If the teacher on leave returns to the previous school district, his/her ported amounts of seniority and unused sick leave credits may be ported back. For all other circumstances, however, the seniority and sick leave should be deducted to reflect the time ported.

## **Article B.2 – Teachers Teaching on Call Pay and Benefits**

Teachers cannot have a “dual status” under the Provincial Collective Agreement (PCA). If a teacher is a continuing teacher, he/she does not also hold the status of a TTOC. While some districts are allowing continuing teachers on leaves to TTOC to address shortages of TTOCs in their districts, this can result in confusion over the teacher’s eligibility for various rights and entitlements under the collective agreement.

We remind districts that, if a continuing teacher is on a leave of absence, he/she is not also eligible for the benefits negotiated specifically for TTOCs in Article B.2 of the PCA, apart from the rate of pay set out in Article B.2.6. Instead, he/she remains eligible for the rights and benefits negotiated for continuing teachers on leave in the collective agreement.

## **Questions**

Should you have any questions with respect to Articles B.2, C.2.2, G.1 and/or LoU Nos. 6, 7, 8 or 16(c), please contact your BCPSEA liaison.

Attachments