

Article C.2: Seniority

❖ Overview

This article sets out the manner in which seniority is accumulated by Teachers on Call and teachers on temporary or term assignments. It also provides for teachers who have previously accumulated seniority in other BC school districts to port up to 10 years of seniority to their new district when hired into a continuing contract. This article does not address the application of seniority, which is governed by provisions in the previous collective agreement.

❖ 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.*
2. *Effective September 1, 2006 and despite paragraph 1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.*
3. *Teacher on Call*
 - a. *Effective April 1, 2006, a Teacher on Call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.*
 - b. *For the purpose of calculating seniority credit:*
 - i. *Service as a teacher on call shall be credited:*
 1. *one half (1/2) day for up to one half (1/2) day worked;*
 2. *one (1) day for greater than one half (1/2) 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 paragraph 3.a and 3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.*
4. *Effective July 1, 2006, a teacher 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.

❖ Explanation

- C.2.1** 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.*

Except as expressly provided in this article, seniority in each district continues to be determined by the provisions in the previous collective agreement and this clause was intended to ensure the ongoing application of such provisions.

There is no uniform definition of seniority for the province, but Article C.2 provides new seniority rights for teachers who move from one BC school district to another, for Teachers on Call, and for teachers on term contracts. These new rights are specifically set out in clauses C.2.2, C.2.3 and C.2.4 and must be melded with existing provisions in accordance with this article.

It is important to note that C.2.1 has not altered the recognition of seniority for broken service within a district. If a district did not recognize the previous seniority of an employee who had terminated employment with the district and was subsequently re-employed, the district will continue not to recognize such seniority. The only additional seniority that a district will recognize is that which is ported from another school district pursuant to C.2.2, and that which is accumulated pursuant to C.2.3 and C.2.4.

- C.2.2** 2. *Effective September 1, 2006 and despite paragraph 1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.*

C.2.2 provides new seniority rights for teachers who previously worked in one or more BC school districts, have terminated in those school districts, and accept a continuing position with another BC school district effective September 1, 2006 or later. Such teachers are permitted to port up to ten years of accumulated seniority to the new school district when they achieve

continuing contract status.

Teachers who are newly hired into another school district on a term or temporary contract will not be able to immediately port seniority from their previous district; however, if they subsequently secure a continuing appointment or if their temporary status converts to continuing status through an existing provision in the collective agreement, they will be able to port up to ten years of seniority earned in previous districts under this clause.

Except as provided under Transition below, this clause is not retroactive and will not apply to teachers who have moved from one school district to another and secured a continuing appointment prior to September 1, 2006.

Notwithstanding the foregoing paragraph, teachers who have previously severed their employment relationship with other school districts may port seniority (up to the ten year maximum) from one or more of those school districts when they are hired into a new school district after September 1, 2006 and achieve continuing contract status (Irene Holden arbitration decision January 2007).

Application to Teachers on Call

In a subsequent clarification with respect to the application of this provision, Irene Holden provided direction with respect to Teachers on Call. She confirmed that Teachers on Call may port their accumulated Teacher on Call seniority from one or more districts when they move to a new district and achieve continuing contract status. The amount of seniority to be ported crystallizes at this point and no further external seniority is calculated for the duration of employment with the “new” district. Teachers on Call who hold a part-time continuing contract in one district and work as a Teacher on Call in a second district may be earning seniority in both districts, but these are separate seniority credits which may not be combined until the Teacher on Call moves to a third district and again activates Article C.2.2 – up to the ten year maximum.

Process

Irene Holden confirmed that the onus is on the employee to provide the district with a verification of the seniority credits to be ported and the employee must initiate the verification process within 90 days of obtaining a continuing contract in the new district. If the previous district does not receive the request for verification within that 90 day period, the employee has forfeited the opportunity to port seniority from this district to the new district.

At the same time, she noted that both the receiving and previous school districts have an obligation to assist the employee. The receiving district must provide a form for requesting the verification, and the previous district(s) must make every reasonable effort to retrieve and verify the information and to forward this verification to the new school district. BCPSEA and the BCTF have consulted on a form for this purpose. It can be found at the end of this article.

C.2.3 3. *Teacher-on-Call*

- a. *Effective April 1, 2006, a Teacher on Call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.*
- b. *For the purpose of calculating seniority credit:*
 - i. *Service as a teacher on call shall be credited:*
 - 1. *one half (1/2) day for up to one half (1/2) day worked;*
 - 2. *one (1) day for greater than one half (1/2) 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 paragraph 3.a and 3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.*

Background

In October 2006, Vince Ready recommended that Teachers on Call should accumulate seniority for those days for which they are paid in accordance with provincial Article B.2.6.b. Mr. Ready's recommendations were accepted by both BCPSEA and the BCTF but there were some issues which required further clarification by Mr. Ready. In his award dated April 3, 2006, Arbitrator Ready distinguished between the accumulation of seniority and its application; he confirmed that his recommendations did not change the application of seniority in each district.

Article C.2.3 is the language negotiated by the parties to incorporate Mr. Ready's decision into the provincial collective agreement and to set out a mechanism for determining the calculation of Teacher on Call seniority credit.

C.2.3.a a. *Effective April 1, 2006, a Teacher on Call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.*

Article C.2.3.a. sets out Mr. Ready's initial recommendation and provides that effective April 1, 2006, Teachers on Call will accumulate seniority for those days or part days which are considered a continuous assignment and for which pay is determined in accordance with provincial Article B.2.6.b. Teachers do not accumulate seniority when they are called out for single or multiple assignments which do not extend into a fourth consecutive day of work. However, when a single assignment or a combination of assignments, results in a teacher working four consecutive days or part days, the teacher will accumulate seniority retroactive to day one of the sequential days.

Given the inextricable link between Teacher on Call seniority accumulation and their quantum of pay, we suggest you refer to the explanation of Article B.2, found in Section B of this manual for a more complete understanding of when a Teacher on Call is entitled to pay under Article B.2.6.b and accordingly

entitled to accumulate seniority.

C.2.3.b

b. For the purpose of calculating seniority credit:

i. Service as a teacher on call shall be credited:

- 1. one half (1/2) day for up to one half (1/2) day worked;*
- 2. one (1) day for greater than one half (1/2) 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.

Article C.2.3.b provides a formula for calculating Teacher on Call seniority credit: it sets out what constitutes a day or a half-day credit; a month of seniority credit, and a year of seniority credit.

Under C.2.3.b.i, when seniority accumulation is triggered under Article C.2.3.a and B.2.6.b, each full day worked or portion of a day greater than a half day worked will count as a day, and each half day or portion less than a half day worked will count as a half day.

The provisions of C.2.3.b.ii and iii are somewhat self-evident. Nineteen days of seniority credit will be equal to one month of credit, and 189 days will be equal to one year of seniority credit. This accumulation of credit is not confined to any time period, it is an accumulative total over any number of months or years.

The formulas found in this clause may not be consistent with the existing provisions in the previous collective agreement for accumulating seniority credit. Where such is the case, this article will supersede any inferior provisions for the accumulation of Teacher on Call seniority credit; any superior provisions for Teachers on Call will continue to apply pursuant to Clause C.2.6. The existing provisions will continue to apply to teachers on continuing or term contracts.

C.2.3.c

c. Seniority accumulated pursuant to paragraph 3.a and 3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.

This clause provides the link between the new provisions for Teacher on Call seniority, and the existing articles on seniority in the previous collective agreement. Seniority accumulated under this article has no application on its own. This accumulation may only be used at the point at which a teacher's seniority is aggregated under the previous collective agreement. Please refer to Implementation below for further advice on this point.

C.2.4

4. Effective July 1, 2006, a teacher on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

Just as clause C.2.3 provides for Teachers on Call to accumulate seniority, this clause provides for teachers on temporary or term contracts to accumulate seniority where such is not the case in the Previous Local Agreement. Unlike the Teacher on Call provisions in clause C.2.3.b, however, this clause does not supersede existing seniority calculations for seniority credit. The current method of calculating seniority will continue to apply to term or temporary contract teachers, and the seniority accumulated pursuant to this clause will become active at the point in which seniority is determined under the previous collective agreement. Please see Implementation below to determine how this provision should be melded with your current provisions.

- C.2.5** 5. *No employee shall accumulate more than one (1) year of seniority credit in any school year.*

This clause limits the accumulation of seniority to one year of credit in any school year, irrespective of whether a combination of appointments within a single district or between two districts might otherwise provide more than one year of credit.

- C.2.6** 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: *Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.*

Generally speaking, the new rights provided pursuant to Article C.2.2. through C.2.4 are superior to those provided under the previous collective agreement. In a few districts, the previous collective agreement provides better seniority provisions than those set out in this article: C.2.6 provides that in such districts the superior previous provisions will continue to apply.

The note under C.2.6 on the other hand, provides that Article C.2 replaces all provisions in the previous collective agreement which are inferior to the new provisions.

❖ Implementation

Districts must determine how the new seniority provisions for Teachers on Call and term teachers are to be interfaced with their current collective agreement article on seniority. The most common provision for determining seniority is to aggregate specifically designated periods of service at the point the teacher achieves a continuing contract. For districts with this provision, the seniority accumulated by the Teacher on Call pursuant to this article shall be included in the aggregate service at the point the teacher becomes continuing, notwithstanding that the current provision may not previously have recognized any Teacher on Call service for seniority credit.

There are some districts which do not link seniority to continuing contract status. When developing your PCA 3 working document, BCPSEA will provide you with appropriate language to interface the application of your current seniority article with the additional rights granted under this article.

There was an instructive note on the new article which was signed off during bargaining. This note made it clear that wherever the provisions of this article were superior, the new provisions shall replace and supersede the inferior provisions in the previous collective agreement. This note was for the purpose of implementation only, and should not be included in the article when it is inserted in the working documents.

❖ Relationship to Other Articles

Please be aware that seniority accumulation and the application of the accumulated seniority are two separate matters. Vince Ready confirmed that point when asked to clarify his award with respect to Teacher on Call seniority.

The seniority articles in the previous collective agreement generally link the definition of seniority, and the resulting job protection afforded by such seniority, to teachers on continuing contract. The further application of such seniority in articles on posting and filling are still grounded in the central definition and the point at which seniority is recognized. Where such definition determines that seniority is aggregated for continuing contract teachers only, the seniority accumulated by Teachers on Call and teachers on term or temporary contracts has no application in articles such as post and fill until that Teacher on Call or term teacher achieves continuing contract status. There are only a few districts where the seniority of Teachers on Call and term teachers can be used on their own. Given the similarity of collective agreement language between school districts, it is important that districts proceed with caution in this area so as not to undermine other districts. If you have any questions in this regard, we ask that you contact your BCPSEA liaison for clarification.

VERIFICATION OF ACCUMULATED SENIORITY CREDIT
Pursuant to Provincial Collective Agreement Article C.2.2

A continuing employee may port a maximum of ten (10) years of seniority from school districts in BC in which s/he was previously employed in a position covered by the Provincial Collective Agreement between the BCTF and BCPSEA. It is the employee's responsibility to have this form completed by school district(s) in which they were previously employed if a claim is to be made for recognition of previous seniority.

This form must be received by your previous school district(s) within ninety (90) days of your appointment to a continuing contract. A separate form should be sent to each district from which you are seeking to port. Please indicate below the number of seniority credits you wish to port if it is fewer than the total number credits you accumulated in that district.

I am porting from more than one district. I wish to port ____ years and/or ____ months and/or ____ days of seniority credit.

Employee Name (please print) _____ Employee Signature _____ Date Form Received _____

Previous School District(s) should complete the following:

Date Request for Verification received: _____

This is to certify that the above identified employee was employed in a position covered by the Provincial Collective Agreement between the BCTF and BCPSEA in a school operated by

School District No. ____ (_____)

At the time his/her employment terminated, this teacher held ____ years, ____ months, ____ days of seniority. Pursuant to this request, I have reduced this accumulation of seniority by ____ years, ____ months, ____ days.

Signature of Signing Officer _____ Name and Title (please print) _____ Date Form Received _____

***This form is not to be completed if the employee is on leave of absence from your district.**

| |
|---|
| Please forward the completed form directly to the attention of: Director, Human Resources (or appropriate position) School District No. ____ (_____) Fax No. or E-mail Address _____ |
|---|

| |
|---|
| OFFICE USE ONLY Employee Name: _____ Date of Continuing Appointment: _____ Date Form Issued to Employee: _____ Initial: _____ Date Returned to Office: _____ Initial: _____ File: Employee File (Photocopy to be retained when provided to the employee and on return from the previous school district.) |
|---|