

# Article B.2: Teacher on Call Pay and Benefits

## ❖ Overview

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There have been significant changes to Teacher Teaching on Call (TTOC) pay arising first from Vince Ready's 2005 Recommendations and subsequent arbitration award, and then through the general increases that the parties negotiated for the agreement that concluded June 30, 2011. This section sets out the provisions for Teacher Teaching on Call compensation that now apply in most school districts in the province. In some districts and/or for some categories of Teachers Teaching on Call, the previous local provisions produced a superior level of compensation, and therefore Article B.2 has limited application in those circumstances.

This article does not apply to uncertified Teachers Teaching on Call who are not members of the bargaining unit, and only parts of the article will apply to uncertified Teachers Teaching on Call who are members of the bargaining unit.

## ❖ Article B.2: Teacher on Call Pay and Benefits

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- 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 \$3 (\$11 effective July 1, 2016) over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50 (\$5.50 effective July 1, 2016). 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.*

6. *Rate of Pay:*

- a. *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 7, for each full day worked.*
- b. *Effective July 1, 2016, 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 8, for each full day worked.*

❖ **Explanation**

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**B.2      B.2.1**

- 1. *The employer will ensure compliance with vacation provisions under the Employment Standards Act in respect of the payment of vacation pay.*

The parties agree that vacation pay is built into the annual salary of teachers, and therefore Teachers Teaching on Call receiving scale are receiving vacation pay within their scale payment; they are not entitled to additional payment.

Vacation pay should not be paid to Teachers Teaching on Call on a daily rate unless your agreement has a specific provision requiring you to do so. If you are uncertain whether your agreement requires payment of vacation pay in addition to the daily rate, please contact your BCPSEA liaison.

The BC Labour Relations Board Decision No. B551/98 regarding sections 43, 49, and 61 of the *Employment Standards Act* requires “arbitrators to consider together the collective agreement provisions for all employees covered by the agreement, and to compare them to the corresponding requirements of the Act, as also considered together for all of the employees.”

In Letter of Understanding No. 3, dated June 4, 1999, the BCTF and BCPSEA agreed that until this decision of the LRB was beyond any form of appeal, no grievances regarding the above matters would proceed to arbitration. Should Decision No. B551/98 remain the same, the BCTF would withdraw all grievances related to this issue. The BCTF verbally confirmed the withdrawal of these grievances in 2000. In January 2007, the BCTF reconfirmed this decision and advised we would receive this advice in writing. They further advised that they reserve the right to file a grievance in a specific district if, in their view, circumstances arise which warrant such action. Should you receive such a grievance, please contact your BCPSEA liaison.

**B.2.2**

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.*

Clause B.2.2 establishes that for Employment Insurance (EI) reporting purposes, the hours worked be the same for all teachers, including Teachers Teaching on Call. The parties have determined that 9.1 hours per day is an acceptable number of hours to report for EI purposes.

**Background**

In January 1997, the *Employment Insurance Act*, the federal legislation governing employment insurance benefits, became effective. The *Employment Insurance Act* required that employers change to an hourly based reporting system from a weekly reporting system. At that time, BCPSEA advised districts to report hours in the following manner:

- **Full-Time Continuing/Temporary Contract Teachers**

The number of hours deemed as worked per week for a full-time teacher on a temporary or continuing contract shall be 45.5 hours per week for reporting purposes only.

A teacher is “deemed to work” 52 weeks per year, whether a district reports 10 months or 12 months. To convert this practice to hours:

- 52 weeks eligibility x 35 hrs/week = 1,820 hrs
- 1,820 hrs ÷ 40 weeks = 45.5 hrs/week or 9.1 hrs/day

- **Part-Time Continuing/Temporary Contract Teachers**

Part-time teachers will be credited proportionally to the percentage assignment worked.

- **Teachers Teaching on Call**

During the term of the 1998-2001 Provincial Collective Agreement, the BCTF and BCPSEA agreed that for EI purposes, school boards will report 9.1 hours per day (pro-rated for partial days) for Teachers Teaching on Call for all time reported on records of employment issued on or after June 11, 1999. All previously issued records of employment, including coverage from September 1, 1997, were to be revised on the basis of 9.1 hours per day and re-issued prior to October 31, 1999, unless a ruling from HRDC/Revenue Canada disallowed claims based on the reporting level contained in the collective agreement. (These agencies have been renamed Human Resources and Social Development Canada and Canada Revenue Agency.)

Should EI not accept 9.1 hours and substitute a lower number, school boards will not participate in any appeal process. Participation in any appeal process is the responsibility of the Teacher Teaching on Call and the BCTF.

These agreements remain in effect. After eight years, BCPSEA is unaware of any challenges to these reported hours.

**B.2.3**

- 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.*

Teachers Teaching on Call shall be entitled to the mileage or transportation allowances paid to other teachers in the district pursuant to provincial Article B.10: Reimbursement for Mileage and Insurance. Clause B.2.3 will apply primarily to Teachers Teaching on Call who are replacing itinerant teachers.

**B.2.4**

- 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.*

For Teachers Teaching on Call in school districts that are part of the common provincial extended health benefit plan (July 1, 2012), they shall be eligible to participate in that common plan with limited restrictions, provided they pay the full premium cost. Note: TTOC's are limited from belonging to multiple school district plans.

For Dental in all school districts and for extended health for Teachers Teaching on Call in school districts not participating in the common provincial plan, the following applies:

Teachers Teaching on Call shall be eligible to participate in benefit plans pursuant to the plan limitations in the policy, provided the Teachers teaching on Call pay the full premium cost.

This provision was negotiated in the context of existing plans. Therefore, the plans should remain unchanged.

Participation is subject to the following:

- Any limitations of the plan, such as provisions that prevent Teacher Teaching on Call participation
- Enrollment and withdrawal restrictions – for example, where an eligible employee must become a member of the benefits plan when hired and then remain a member, unless the employee can show proof of coverage under another plan, such as a spousal plan.

Plan limitations are defined in the policy that the carrier provides. For example, if your plan states that “teachers must be employed .4 FTE or more,” the Teacher Teaching on Call must have worked the equivalent of .4 or more to qualify. If requested, copies of the plan limitation should be shared with the local.

Subject to carrier agreement, BCPSEA suggests the following methods to calculate eligibility:

- For Teachers Teaching on Call who worked in your district last year: divide the number of days paid as a TOC in the last school year by the number of days in session (193 in 2012-13) to obtain the FTE worked – e.g., 80 FTE days ÷ 193 = .41 FTE.
- For Teachers Teaching on Call who do not qualify based on the above, and for new Teachers Teaching on Call at the end of each month, divide the number of days paid as a Teacher Teaching on Call by the number of days in session to obtain the FTE worked; e.g., a Teacher Teaching on Call who worked 6 of the 17 days in session for September would not qualify.

Teachers Teaching on Call are not eligible for the BCSTA/BCTF Group Life Insurance Plan, Salary Indemnity Plan, or Long Term Disability. Nor are they eligible for the Optional Group Life Insurance plan offered through Seaboard Insurance.

Districts should determine what eligibility limitations exist in their benefit plans and advise Teachers Teaching on Call of the following in writing:

- Eligibility requirements for each plan
- Premium cost
- Terms of enrollment and withdrawal
- Method of payment.

Each district must advise Teachers Teaching on Call of their eligibility pursuant to the district's benefit plans. Teacher Teaching on Call terms and conditions should parallel those of teachers currently on the benefit plans. For example, if continuing teachers who participate in the plans must maintain participation throughout employment, then so must Teachers Teaching on Call. Likewise, if continuing teachers can opt in or out of the plans, so may Teachers Teaching on Call. Districts may also have requirements regarding spousal coverage.

Should a Teacher Teaching on Call cease making payments where plan continuance is mandatory, BCPSEA suggests the district continue to bill the Teacher Teaching on Call. Should the Teacher Teaching on Call subsequently receive a continuing appointment, he/she will not be eligible for benefits on a cost-sharing basis until arrears are paid in full.

As well, the district may wish to file a grievance or pursue discipline for failure to follow the terms of the collective agreement.

If continuing teachers must enroll in all plans, likewise Teachers Teaching on Call must enroll in all plans for which they are eligible. One exception is the Medical Services Plan (MSP), as a Teacher Teaching on Call can arrange coverage directly. Also, because some Teachers Teaching on Call may be eligible for MSP subsidies that are not processed by districts, Teachers Teaching on Call may wish to continue obtaining MSP directly.

Teachers Teaching on Call teaching in more than one district may only enroll in benefit plans in one district. Districts may wish to amend one of their forms — e.g., application, time reporting, or benefits enrollment forms — to require a Teacher Teaching on Call to sign a declaration confirming whether or not they are enrolled in a benefit plan in another district.

Districts should determine the best method to administer the receipt of full premiums from Teachers Teaching on Call. Options include postdated cheques, payroll deduction, or direct debit/ automated payments/electronic funds transfer.

### **B.2.5**

*5. Teachers Teaching on call shall be paid an additional compensation of \$3 (\$11 effective July 1, 2016) over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50 (\$5.50 effective July 1, 2016). 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.*

A Teacher Teaching on Call is entitled to the following compensation in lieu of benefits:

- \$3 (increased to \$11 effective July 1, 2016) over the daily Teacher Teaching on Call rate, or
- Where the Teacher Teaching on Call works part of a day, a pro-rated amount that is not less than \$1.50 (increased to \$5.50 effective July 1, 2016) for that part-day.

These amounts are fixed amounts and are not subject to the general wage increases set out in Article B.1: Salary.

Under the terms of the Previous Local Agreement, where a Teacher Teaching on Call receives some or all of the benefits provided to term or continuing teachers, the following shall apply:

- If the Teacher Teaching on Call is entitled to compensation in lieu of benefits in the Previous Local Agreement, and this amount meets or exceeds the \$3 (\$11 effective July 1, 2016) or pro-rated amount required in clause B.2.5, the Teacher teaching on Call is not entitled to any monies under B.2.5.
- Where the Teacher Teaching on Call receives benefit coverage as a part-time or temporary teacher from another district, the Teacher Teaching on Call shall not receive the additional payment provided in clause B.2.5. (Sources: D. Avison, August 10, 1998 letter; D. Avison, undated memo faxed June 9, 1998.)

A Teacher Teaching on Call who is paying the full premium for the benefit plans receives the \$3 (\$11 effective July 1, 2016) per day. Please note that the BC Teachers' Pension Plan has advised BCPSEA that the \$3 (\$11 effective July 1, 2016) is not considered earnings for pension purposes.

**B.2.6**

6. *Rate of Pay:*

- a. *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 7, for each full day worked.*
- b. *Effective July 1, 2016, 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 8, for each full day worked.*

Clause B.2.6 sets out the amount that certified Teachers Teaching on Call shall be paid. It has been agreed that this clause does not apply to uncertified teachers. Teachers Teaching on Call who are not certified continue to be paid pursuant to the provisions in the Previous Local Agreement.

Teachers Teaching on Call are paid 1/189<sup>th</sup> of their category and step placement on the teacher salary grid, capped at a maximum dollar amount of Category 5, Step 7 (increased to Category 5, Step 8 as of July 1, 2016).

BCTF acknowledged in bargaining that superior provisions did not apply to this article, meaning the method of calculating TTOC pay set out in B.2.6 replaces any existing local language and is the method used by all districts.

**Teacher Salary Grid (Example Only)**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$ 43,154	\$ 48,810	\$ 51,566	\$ 52,535
2	\$ 45,416	\$ 51,407	\$ 54,427	\$ 55,488
3	\$ 47,677	\$ 54,005	\$ 57,288	\$ 58,442
4	\$ 49,939	\$ 56,602	\$ 60,149	\$ 61,395
5	\$ 52,200	\$ 59,200	\$ 63,010	\$ 64,348
6	\$ 54,462	\$ 61,797	\$ 65,871	\$ 67,302
7	\$ 56,723	\$ 64,395	\$ 68,731	\$ 70,255
8	\$ 58,985	\$ 66,992	\$ 71,592	\$ 73,208
9	\$ 61,246	\$ 69,590	\$ 74,453	\$ 76,162
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

Teacher Teaching on Call Rate (Example Only)

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$ 228.33	\$ 258.25	\$ 272.84	\$ 277.96
2	\$ 240.30	\$ 271.99	\$ 287.97	\$ 293.59
3	\$ 252.26	\$ 285.74	\$ 303.11	\$ 309.22
4	\$ 264.23	\$ 299.48	\$ 318.25	\$ 324.84
5	\$ 276.19	\$ 313.23	\$ 333.39	\$ 340.47
6	\$ 288.16	\$ 326.97	\$ 348.52	\$ 354.46
7	\$ 300.12	\$ 340.71	\$ 354.46	\$ 354.46
8	\$ 312.09	\$ 354.46	\$ 354.46	\$ 354.46
9	\$ 324.05	\$ 354.46	\$ 354.46	\$ 354.46
10	\$ 346.11	\$ 354.46	\$ 354.46	\$ 354.46

## ❖ Commonly Asked Questions

- Q1:** *What if a Teacher Teaching on Call is also a part time continuing teaching, how is their pay calculated?*
- A1:** Teachers should be paid in accordance with the collective agreement which means, if a teacher hold for example a 0.5 FTE Continuing appointment and is also working as a TTOC in their available time, the teacher would be paid in accordance with Article B.1 (and corresponding local articles) for their work as a continuing teacher and in accordance with Article B.2.6 for the days worked as a TTOC.
- Q2:** *What if a teacher receives a salary increment for their work as a continuing/term employee, but is also working as a Teacher Teaching on Call. Do they then have two different rates of pay?*



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## ❖ Relationship to Other Articles

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### **Articles Providing for the Conversion of a Teacher Teaching on Call to a Continuing or Term Appointment**

Normally, provisions that provide for the conversion of a Teacher Teaching on Call to a continuing or term appointment are retroactive to day one of the assignment. Pay is then based on the actual FTE level of the assignment, rather than on the Teacher Teaching on Call minimums found in this article or in the respective agreement. Under both clauses B.2.6.a and B.2.6.b, a Teacher Teaching on Call may be paid more than a term or continuing contract teacher. Districts should apply the specific provisions in their respective agreements when determining whether there is to be an overpayment recovery arising from the conversion to term or continuing status. If you require assistance in interpreting these provisions, please contact your BCPSEA liaison for assistance.

### **C.2 Seniority**

The provincial Article C.2 provides for Teachers Teaching on Call to accumulate seniority for all Teacher Teaching on Call days paid pursuant to clause B.2.6.

### **C.4 Teacher Teaching on Call Employment**

The provincial Article C.4 provides for Teachers Teaching on Call to accumulate experience and to advance (increment) on the salary scale.

### **Articles Providing Leave at the Cost of a Teacher Teaching on Call**

In light of the significant increases in Teacher Teaching on Call pay arising from the provisions in this article, districts should review billing processes and their collective agreement provisions for recovering Teacher Teaching on Call costs when a leave is granted on this basis. Without express language to the contrary, any provision that states that leave is at the cost of “a” Teacher Teaching on Call or “the” Teacher Teaching on Call may be read to mean the actual cost of the Teacher Teaching on Call replacing the absent teacher.

Some districts may have established a notional rate based on average Teacher Teaching on Call costs, including any pay in lieu of benefits or vacation. The notional rate approach has two benefits for districts: first, it provides teachers with the advantage of knowing up front what the Teacher Teaching on Call cost will be; and second, it is also much easier for the district to administer.

Whether you elect to charge back the full cost or the notional cost, BCPSEA recommends that you alert the teacher going on leave to the potential for a significantly higher charge-back than previously experienced.

Some established practices or specific collective agreement provisions may impact your ability to amend these charge-backs. If you have any doubt whether your district may bill for the new higher amounts, please contact your BCPSEA liaison for assistance.