

Article B.2: Teacher on Call Pay and Benefits

❖ Overview

There have been significant changes to Teacher on Call (TOC) 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 is in place until June 30, 2011. This section sets out the provisions for Teacher on Call compensation that now apply in most school districts in the province. In some districts and/or for some categories of Teachers on Call, the previous local provisions produce a superior level of compensation, and therefore Article B.2 has limited application.

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

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

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 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 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 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 on call shall be paid an additional compensation of \$3 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. 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. *Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days.*

Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.

- i. Effective July 1, 2006 \$194.75*
- ii. Effective July 1, 2007 \$199.60*
- iii. Effective July 1, 2008 \$204.60*
- iv. Effective July 1, 2009 \$209.70*
- v. Effective July 1, 2010 \$213.90*

- b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a Teacher on Call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, whichever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.*

❖ Explanation

- 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 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 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 district liaison at BCPSEA.

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 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 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:

- o $52 \text{ weeks eligibility} \times 35 \text{ hrs/week} = 1,820 \text{ hrs}$
- o $1,820 \text{ hrs} \div 40 \text{ weeks} = 45.5 \text{ hrs/week or } 9.1 \text{ hrs/day}$

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

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

- **Teachers 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 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 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 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 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 on Call who are replacing itinerant teachers.

- B.2.4** 4. *Teachers 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.*

Teachers on Call shall be eligible to participate in benefit plans pursuant to the plan limitations in the policy, provided the Teachers 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 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 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 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 2005-06) to obtain the FTE worked – e.g., 80 FTE days ÷ 193 = .41 FTE.
- For Teachers on Call who do not qualify based on the above, and for new Teachers on Call at the end of each month, divide the number of days paid as a Teacher on Call by the number of days in session to obtain the FTE worked; e.g., a Teacher on Call who worked 6 of the 17 days in session for September would not qualify.

Teachers 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 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 on Call of their eligibility pursuant to the district's benefit plans. Teacher 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 on Call. Likewise, if continuing teachers can opt in or out of the plans, so may Teachers on Call. Districts may also have requirements regarding spousal coverage.

Should a Teacher on Call cease making payments where plan continuance is mandatory, BCPSEA suggests the district continue to bill the Teacher on Call. Should the Teacher 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 on Call must enroll in all plans for which they are eligible. One exception is the Medical Services Plan (MSP), as a Teacher on Call can arrange coverage directly. Also, because some Teachers on Call may be eligible for MSP subsidies that are not processed by districts, Teachers on Call may wish to continue obtaining MSP directly.

Teachers 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 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 on Call. Options include postdated cheques, payroll deduction, or direct debit/ automated payments/electronic funds transfer.

- B.2.5** 5. *Teachers on call shall be paid an additional compensation of \$3 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. 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 on Call is entitled to the following compensation in lieu of benefits:

- \$3 over the daily Teacher on Call rate, or
- Where the Teacher on Call works part of a day, a pro-rated amount that is not less than \$1.50 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 on Call receives some or all of the benefits provided to term or continuing teachers, the following shall apply:

- If the Teacher on Call is entitled to compensation in lieu of benefits in the Previous Local Agreement, and this amount meets or exceeds the \$3 or pro-rated amount required in clause B.2.5, the Teacher on Call is not entitled to any monies under B.2.5.
- Where the Teacher on Call receives benefit coverage as a part-time or temporary teacher from another district, the Teacher 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 on Call who is paying the full premium for the benefit plans receives the \$3 per day. Please note that the BC Teachers' Pension Plan has advised BCPSEA that the \$3 is not considered earnings for pension purposes.

B.2.6 6. *Rate of Pay:*

a. *Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.*

- i. *Effective July 1, 2006* \$194.75
- ii. *Effective July 1, 2007* \$199.60
- iii. *Effective July 1, 2008* \$204.60
- iv. *Effective July 1, 2009* \$209.70
- v. *Effective July 1, 2010* \$213.90

b. *On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a Teacher on Call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.*

Clause B.2.6 sets out the amount that certified Teachers on Call shall be paid in different circumstances. It has been agreed that this clause does not

apply to uncertified teachers. Teachers on Call who are not certified continue to be paid pursuant to the provisions in the Previous Local Agreement.

B.2.6.a

For the first three days of an assignment or combination of assignments, a certified Teacher on Call may be paid under one of the following options:

- \$194.75 for each full day worked
- The amount provided under the Previous Local Agreement if that amount is greater than \$194.75
- \$194.75 for each full day worked, plus any additional percentage in lieu of vacation that is provided under the Previous Local Agreement.

Clause B.2.6.a also sets out the increased amounts that will apply with each subsequent general wage increase on July 1 each year, up to and including July 1, 2010. It should be noted that Previous Local Agreement provisions will also be increased by the annual general uplift provided under Article B.1: Salary.

B.2.6.b

Clause B.2.6.b sets out the rate at which a certified Teacher on Call will be paid after working four consecutive days in a single assignment or in a combination of assignments. Simply put, a Teacher on Call who is called out on four consecutive days or part-days – irrespective of it being the same or different assignments – will be paid pursuant to B.2.6.b, retroactively to day 1. Clause B.2.6.b provides for pay at the greater of:

- 1/189th of the Teachers on Call category and experience level, or
- 1/189th of Category 4, Step 0.

It is possible that both of the above calculations will produce an amount that is lesser than the pay provided for in clause B.2.6.a (\$194.75 as of July 1, 2006, and increasing annually). In such cases, BCPSEA and the BCTF have agreed that pay should continue under B.2.6.a and not move to clause B.2.6.b.

The meaning of “consecutive”

“Consecutive” can mean different things when applied to different circumstances. BCPSEA’s advice with respect to the application of this term follows:

- **What is “consecutive” with respect to “any assignment”?**

Consecutive will include all scheduled days of instruction. In order for the “consecutiveness” to be broken, the Teacher on Call must not work on a scheduled day of instruction. A non-instructional day will not constitute a break in determining a consecutive call-out.

In the case of part-time teachers, consecutive means their available days for Teacher on Call call-out, and a scheduled day worked under their part-time assignment will not constitute a break.

- **What is “consecutive” with respect to a “single assignment”?**

The BCTF and BCPSEA have agreed that consecutive means consecutive according to the assignment being filled. For example, the regular teacher is part-time and works on Monday, Wednesday, and Friday. When this teacher is ill for a two-week period starting on a Monday, the Teacher on Call who is called out to replace her will be retroactively paid 1/189th on the fourth day of callout, which will be the second Monday of the assignment. The BCTF and BCPSEA agree that a call-out to replace a different teacher on either Tuesday or Thursday in the middle of this period would neither trigger nor attract the application of clause B.2.6.b. If the Teacher on Call were called out to work both Tuesday and Thursday, B.2.6.b would be triggered on Thursday as four consecutive days in “any assignment.”

In determining whether a fourth day is part of the “same assignment,” districts will continue to apply the provisions in their Previous Local Agreement. Language that is clearly linked to a single, continuous assignment will be limited in application to such single assignments; it will not apply to consecutive different assignments.

❖ Commonly Asked Questions

Q1: *What is a day?*

A1: The provincial parties have agreed that a day shall mean the period of time being covered for each day the Teacher on Call reports to work. A Teacher on Call who is called out to replace a teacher who regularly works partial days shall trigger the provisions of clause B.2.6 on the fourth consecutive day of being called out to cover this teacher. This Teacher on Call shall be paid 1/189th of either a part-day or a full day as appropriate for each “day” within the assignment. Using the teacher in the example above, and assuming she works .5 on Mondays and Wednesday, but 1.0 on Friday, on the second Monday, the Teacher on Call would trigger clause B.2.6. She would be paid 1/189th x .5 for Monday, Wednesday, and Monday, and 1/189th x 1.0 for Friday.

Q2: *When is the pay retroactive to the first day?*

A2: When a Teacher on Call works four consecutive days in different assignments, or four consecutive days in the same assignment, the rate paid on the fourth consecutive day shall be retroactive to the first day of the assignment.

- Q3:** *What if the Teacher on Call is also a part-time teacher and is only available as a Teacher on Call on certain days? Does the contract work break the “consecutiveness” of Teacher on Call work?*
- A3:** No. Part-time work neither breaks nor counts toward the “consecutive day” trigger. In determining eligibility for pay on scale, only the available Teacher on Call days are considered, not a mix of Teacher on Call and continuing/temporary part-time work. For example, a part-time teacher is scheduled to work Monday, Tuesday, and Wednesday. She works as a Teacher on Call on Thursday and Friday. If she only works the first Thursday and Friday, she will not be paid on scale; however, if she is also called out for the same days the subsequent week, the second Friday call-out will trigger retroactive pay at 1/189th for all four Teacher on Call days.
- Q4:** *What if a Teacher on Call limits his/her availability for work? Is such a Teacher on Call entitled to scale after s/he has worked four consecutive days of his/her self-limited availability?*
- A4:** Generally no. A Teacher on Call who only wants to work on a limited basis is not eligible for pay at 1/189th unless s/he meets the criterion of working four consecutive days, either in a single assignment or in a combination of assignments. The one circumstance where it is possible to trigger pay at 1/189th is when the Teacher on Call replaces a part-time teacher whose scheduled days match the self-limiting schedule set by the Teacher on Call.
- Q5:** *What if the Previous Local Agreement provides for pay in lieu of vacation? Will this percentage be added to the new daily rate?*
- A5:** Any percentage in lieu of vacation or statutory holidays will continue to apply to the daily rate – now established at \$194.75. Please note that this percentage is not added when the Teacher on Call is paid on scale pursuant to the provincial clause B.2.6.b. The percentage in lieu only applies to pay for the first three days.

❖ Relationship to Other Articles

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

Normally, provisions that provide for the conversion of a Teacher 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 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 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 new provincial Article C.2 provides for Teachers on Call to accumulate seniority for all Teacher on Call days paid pursuant to clause B.2.6.b.

Articles Providing Leave at the Cost of a Teacher on Call

In light of the significant increases in Teacher on Call pay arising from the new provisions in this article, districts should review billing processes and their collective agreement provisions for recovering Teacher 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 on Call or “the” Teacher on Call may be read to mean the actual cost of the Teacher on Call replacing the absent teacher.

Some districts may have established a notional rate based on average Teacher on Call costs, including any pay in lieu of benefits or vacation. Given the increased costs arising from Vince Ready’s award, this notional rate will need to be adjusted. The notional rate approach has two benefits for districts: first, it provides teachers with the advantage of knowing up front what the Teacher 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. Working documents should also be updated to reflect the new higher amounts and/or article references as appropriate.