

Collective Agreement Clauses

Related to TTOC Employment and Working Conditions

ARTICLE B.2: TEACHER TEACHING 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 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.

LOCAL PROVISIONS

7. Professional Development Days

The Teacher-Teaching-On-Call shall participate with pay, in any Professional Development day which occurs during a long-term assignment providing it occurs after the fifth (5th) day of such assignment.

8. Teacher-Teaching-On-Call Pay Periods

The Board shall monthly, and not later than ten (10) days after each pay period, pay to each Teacher-Teaching-On-Call all wages earned for that pay period. Teachers-Teaching-On-Call in a long-term assignment will, upon request, be entitled to a mid-pay period advance based on days worked.

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.

[Note: Also see Letter of Understanding 16(c) TTOC Experience Credit Transfer Within a District]

ARTICLE C.25: TEACHER-TEACHING-ON-CALL HIRING

1. The Board shall maintain a list of persons who are qualified and have been placed on the list of Teachers-Teaching-on-Call. The Board shall forward a copy of the list to the RTA in the month of September, and throughout the school year when revisions have occurred.
2. The Board shall not remove a person from the list of Teachers-Teaching-on-Call without giving the individual written notice with the rationale included.
3. In appointing Teachers-Teaching-on-Call, the administrator shall attempt to select a person on the list qualified for the assignment who possesses a valid B.C. Teaching Certificate.
4. A teacher needing a Teacher-Teaching-on-Call shall have the right to request a name or names from the Teacher-Teaching-on-Call list. When the requested Teacher-Teaching-on-Call is unavailable or no preference is indicated, the administrator will hire Teachers-Teaching-on-Call in an attempt to provide them an equal opportunity for employment at that school.

5. If a Teacher-Teaching-on-Call is of the opinion that they are not being given an equal opportunity for employment within a particular school, they may request a rationale from the administrator of that school.
6. The administrator may hire persons not on the Teacher-Teaching-on-Call list to a Teacher-Teaching-on-Call teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
7. In the event that a substitute is employed to fill an absent teacher's position, this position, if it continues shall be filled by a Teacher-Teaching-on-Call as soon as one becomes available.
8. The Board shall provide the teachers on district assignment with a Teacher-Teaching-on-Call unless the teacher has no regularly assigned students.
9. In the event of a strike, lockout, or picket line as defined in Article A.28 (Picket Line Protection) the Board shall not replace absent teachers.

ARTICLE C.26: TEACHER-TEACHING-ON-CALL CALL OUT PROVISIONS

1. Call Out Provisions

a. Definitions

- i. Part-day assignments will be pro-rated as follows:

Elementary – Mornings	.6 FTE
Elementary – Afternoons	.4 FTE
K part-days – 5 day Kindergarten	.5 FTE
K part-days – 4 day Kindergarten	.6 FTE
Secondary – Mornings or Afternoons	.5 FTE

No assignment shall be for less than a morning or an afternoon of a day.

- ii. A Teacher-Teaching-on-Call assigned to a school for a full or half-day and not utilized or utilized for only a portion of that day, shall be paid a minimum of a morning or afternoon's wage.
- iii. A Teacher-Teaching-on-Call shall not receive more than a maximum of 1.0 FTE pay per day unless assigned to a combination of part-time assignments listed in C.26.1.a that total more than 1.0 FTE.

b. Cancellation of Daily Assignments

- i. Upon call-out duty on the day required, a Teacher-Teaching-on-Call will be employed for at least a morning or an afternoon.
 - ii. In the event the services are not needed, the payment of a morning or afternoon's wages will still occur.
- c. Cancellation of Pre-Arranged Assignment
- In the case of a pre-arranged Teacher-Teaching-on-Call date that must be cancelled, if the cancellation orders are given later than 10:00 p.m. the night before, the Teacher-Teaching-on-Call will be employed for a minimum of a morning or afternoon on the subsequent day in one of the schools in the district. In the event the services are not needed, the payment of a morning or afternoon's wages will still occur.

ARTICLE D.29: ABSENCE OF TEACHER

1. When a teacher is absent from school, the Board shall employ a Teacher-Teaching-On-Call to replace that teacher. This does not prevent teachers from voluntarily providing internal coverage.
2. Each teacher shall ensure that adequate instructions are available for the Teacher-Teaching-On-Call called in during that teacher's absence.

ARTICLE D.30: TEACHER-TEACHING-ON-CALL WORKING CONDITIONS

A Teacher-Teaching-On-Call is hired to perform the duties of a teacher absent on a day to day basis. When the absent teacher has not provided specific duties to be undertaken during unassigned instructional time, the administrator may assign the Teacher-Teaching-On-Call to other duties. In the event that the "absent" teacher is available for work, the Teacher-Teaching-On-Call shall perform any teaching duties assigned by the administrator.

ARTICLE E.20: ORIENTATION OF NEW MEMBERS

The Board and the RTA shall design and provide an orientation program for teachers newly appointed to the district. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.

ARTICLE E.23: TEACHER-TEACHING-ON-CALL ASSESSMENT OF TEACHING

A Teacher-Teaching-On-Call in a predetermined assignment of over fifteen (15) working days in duration may, at the start of the assignment, request an administrator to provide a

Letter of Assessment (upon mutual agreement as to timing) on completion of the assignment. This letter will indicate the number of visits and the administrator's assessment of the teaching situation. Such a request by a teacher will not be unreasonably denied.

ARTICLE F.22: TEACHER-TEACHING-ON-CALL PROFESSIONAL DEVELOPMENT ACTIVITIES

All Teachers-Teaching-On-Call on the Board's Teachers-Teaching-On-Call list shall be eligible for any local Professional Development activities whether school or district based. Teachers-Teaching-On-Call are eligible to apply to the Teachers-Teaching-On-Call Pro-D account as per the present guidelines covering Professional Development. The Professional Development Committee representatives from the Teachers-Teaching-On-Call will be responsible for notifying the Teachers-Teaching-On-Call of all available Professional Development activities.