

SECTION C EMPLOYMENT RIGHTS

C.1: RESIGNATION

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
2. The employer shall provide the local with a copy of any notice of resignation when it is received.

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.

Note: Refer also to Article C.22.1

2. Porting Seniority
 - a. Despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in B.C.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

Note: Refer also to Article C.22.3.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

- b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC 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 Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

Note: Refer also to Article C.22.2

- 4. An employee 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.

C.3: EVALUATION

- 1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

C.4: TTOC EMPLOYMENT

- 1. Experience Credit
 - a. For the purpose of this article, a Teacher Teaching on Call (TTOC) 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.

LOCAL PROVISIONS

C.21: PRINCIPLE OF SECURITY

1. The Board and the Union agree that increased length of professional service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of employment.

C.22: DEFINITION OF SENIORITY

1. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under term contract, teaching-on-call pursuant to C.22.2 and C.22.4, and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

Note: Refer also to Article C.2.1

2. Effective January 1, 1993 a Teacher-Teaching-on-Call shall gain one day of service recognition for each day worked. A Teacher-Teaching-on-Call shall acquire one year of service recognition when one hundred and sixty (160) days of service have been accumulated. Provided there is no break in service in excess of seven (7) years continuous service, a Teacher-Teaching-on-Call who secures a continuing position shall have the service recognition attained since January 1, 1993 credited as seniority to a maximum of five (5) years.

Note: Refer also to Article C.2.3

3. In addition to the provisions of C.22.1 and C.22.2, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

Note: Refer also to Article C.2.2

4. When the seniority of two (2) or more employees is equal pursuant to Articles C.22.1, C.22.2 and C.22.3, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
5. When the seniority of two (2) or more employees is equal pursuant to Article C.22.4, the employee with the greatest number of days of on-call teaching with the Board prior to appointment on continuing contract shall be deemed to have the greatest seniority.
6. When the seniority of two (2) or more employees is equal pursuant to Article C.22.5, the employee with the greatest aggregate length of service with another school authority (recognized for salary experience purposes in this Agreement) shall be deemed to have the greatest seniority.

7. When the seniority of two (2) or more employees is equal pursuant to Article C.22.6, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
8. For the purposes of this Article, the following leaves of absence shall count toward aggregate length of service with the Board:
 - a. maternity leave and/or parental leave pursuant to the Employment Standards Act;
 - b. service as D.T.A. President;
 - c. service with the B.C.T.F. or C.T.F.;
 - d. service with the Department of National Defense;
 - e. exchange teaching;
 - f. secondment;
 - g. parenthood leave;
 - h. approved educational leave;
 - i. service as an M.L.A. or M.P.;
 - j. compassionate care leave (Article G.2);
 - k. all other approved leaves of absence (including long-term sick leave).
9. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this Article.

C.23: SENIORITY LIST

1. The Board shall, by October 14 of each year, forward to the Union a list of all continuing employees covered by this agreement, in order of seniority, calculated according to Article C.22 (Definition of Seniority), setting out the length of seniority as of September 1 of that year.
2. **Teacher Teaching on Call Service Recognition**
The Board shall, no later than November 1 of each year, forward to the Union a list of all teachers-teaching-on-call covered by this agreement, in order of length of service, calculated according to Article C.2.3 b (Definition of Seniority), setting out the length of service as of September 1 of that year.

Note: Refer also to Article C.2