TENURE, SENIORITY AND YEARS OF EXPERIENCE

There is often confusion about the differences in meaning of tenure, seniority, and years of experience, so the following is a simple explanation of the meaning of these terms.

**Tenure**
Tenure is the status that a teacher acquires after completing two full years with the Board on a regular tacitly renewable contract; i.e., if the Board does not take steps to non-reengage the teacher, the contract continues the following year, with no new signature of a contract required. If you have a contract to replace someone, or if you have a contract for less than 100%, you do NOT have a regular tacitly renewable contract, and cannot acquire tenure.

Once a teacher has acquired tenure, s/he has a certain security of employment. Tenured teachers cannot be non-reengaged for reasons of surplus, but if there is a surplus in a certain category, tenured teachers may be placed on availability. Being placed on availability guarantees that, subject to certain mobility requirements, the teacher will still have a job, and will collect at least 90% of salary in his/her first 3 years of being on availability, 85% in his/her 4th or 5th year and 80% as of his/her 6th year.

For example, a teacher who began working for the Board on the first work day with a regular tacitly renewable contract this school year will acquire tenure, for all practical purposes, on June 2nd of next school year. S/he will be completing his/her second year, and since the Board would have had to non-reengage the teacher by June 1st, it is clear that two full years will be completed. (This is on the assumption that the teacher will not resign before June 30th).

Any teacher, even if not in surplus, who succeeds in being hired by another School Board immediately after resigning from his/her former Board may transfer his/her tenure to the new Board. (Note that only tenure is transferred, not seniority, unless other conditions prevail. See below.)

**Seniority**
Teachers with contracts acquire seniority, whether the contract is a full-time one or a part-time contract. For each full year of employment, a year of seniority is acquired, but if the contract is a part-time one, a fractional seniority will be calculated.

If a teacher has a part-time contract, followed by another the next year, his/her seniority will continue to accumulate. If there is a break of service of more than 24 months, the teacher’s seniority will be lost and will go back to zero.

The main importance of seniority is in the determination of declarations of surplus (Board level) and excess (school level) of teachers, and in the granting of posts in the assignment and transfer procedures carried out by the Board.

A teacher may be entitled to transfer from one School Board to another and bring along his/her seniority under certain conditions. The measure that permits this is called a “transfer of rights”. A transfer of rights is permitted only when the departure of the teacher from the original Board allows for the reduction of the number of surplus teachers.
**Years of Experience**
Not to be confused with seniority, years of experience are not an expression of the length of continuous service with a particular School Board (or Boards, if a transfer takes place), but instead are recognition of the total number of years spent in teaching (or in work related to the teaching field, for which you get partial credit).

In general, the main importance of years of experience is for the purpose of placing a teacher on the correct step in the salary scale, and occasionally for breaking a tie with other teachers whose seniority is the same.

A teacher who transfers from one School Board to another will have his/her years of experience recognized by the new Board.

N.B. 1: **In the case of teachers who hold part-time contracts, the following applies:**

Such teachers will be credited with 1 year of experience credit once they have accumulated the equivalent of 90 days of the year. After that, such teachers must accumulate the equivalent of 135 days to get any additional year of experience credit. In the calculation of incomplete years, days not used towards the acquisition of one year are saved and used towards the acquisition of the next year of experience.

N.B. 2: **In the case of teachers who hold full-time contracts but choose to work only part-time, the following applies:**

The teacher must work the equivalent of at least 155 days to be credited with the year of experience. (At the secondary level, the teacher will be deemed to have met that standard if he/she teaches, for example, a 3-group teaching assignment instead of a 4-group teaching assignment.)

N.B. 3: **In the particular cases of sick leave and parental leave, the following applies:**

Concerning sick leave, if a teacher manages to work 90 days of the school year, it counts as a year of experience; if not, it doesn’t count. There is no accumulation.

Concerning parental leaves, the maternity or paternity portion (i.e., the portion with salary top-up) plus up to 1 year of parental extension leaves count as work experience. If parental extension leaves continue to the end of the school year beyond the first anniversary date of the end of the maternity or paternity portion, then that school year will count only if that anniversary date is at least 90 workdays past the start of the school year.