



# B.C. Teachers' Federation

(604) 734-8421, 1-800-663-9163

2235 Burrard Street, Vancouver, BC, V6J 3H9

## 1986-87 TEACHER SALARY AND BONUS AGREEMENT

THIS AGREEMENT respecting salaries and bonuses of teachers, made pursuant to the School Act of British Columbia, shall become effective January 1, 1986 and shall continue in force and effect until June 30, 1987, and from year to year thereafter unless either party gives notice in writing to the other party of its desire to modify or terminate the Agreement in accordance with the terms of the School Act.

BETWEEN: The Board of School Trustees of School District No. 15 (Penticton)

hereinafter referred to as the "Board"

AND: Penticton District Teachers' Association

hereinafter referred to as the "Association"

### ARTICLE 1--BASIC SALARY SCHEDULE

1.1 Effective July 1, 1986, and except as otherwise provided, the annual salary of each teacher to whom this Agreement applies shall be determined in accordance with the following schedule:

Experience Increments	1/EA	4/PC	5/PB	6/PA(M)
0	20,901	22,912	25,254	27,802
1	21,866	24,168	26,632	29,301
2	22,831	25,424	28,010	30,800
3	23,796	26,680	29,388	32,299
4	24,761	27,936	30,766	33,798
5	25,726	29,192	32,144	35,297
6	26,691	30,448	33,522	36,796
7	27,656	31,704	34,900	38,295
8	28,621*	32,960	36,278	39,794
9	29,586	34,216	37,656	41,293
10	30,551	35,472	39,034	42,792
11			40,412	44,291
Increments	10x965	10x1256	11x1378	11x1499

\*See Article 2, 1.2

SD 15 (Penticton)

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SD 15 (Penticton)

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### ARTICLE 2--PLACEMENT ON SCHEDULE

#### 2.1 Category

- 2.1.1 Except as otherwise provided the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.
- 2.1.2 Teachers holding Category 2 (E8) shall be paid on the Category 3 scale two (2) levels below their actual experience as an E5 up to a maximum of Category 3, Experience Level 8.
- 2.1.3 Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Joint Committee.

#### 2.2 Experience

- 2.2.1 Submission of Proof: The submission to the Board of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Board.
- 2.2.2 Increment Date: An increment shall be awarded annually, to the category maximum, on September 1 or January 1, following the date on which the applicable experience accumulation is earned.
- 2.2.3 Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

2.2.3.1 Full recognition to the category maximum for experience gained in:

2.2.3.1.1 Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:

2.2.3.1.1.1 A minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full years' experience.

2.2.3.1.1.2 A minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full years' experience. Such experience credit shall not be applied if...

TERM.	EFF.	SOURCE
92 06 30	86 01 01	B.C. T.E.
260		

510702

802

9 00801

For experience gained prior to September 1, 1979.

2.2.3.1.1.3 Experience credit also will be granted for:

- periods of full-time employment each four (4) months or more;
- periods of part-time employment each four (4) months or more in proportion to the percentage of time taught.

Any combination of these experience credits must total ten (10) months or more to constitute a years' experience. Such experience credit will not be granted for experience gained prior to December 31, 1966. Substitute teaching does not carry experience credit.

2.2.3.1.2 Professional employment as a member of an accredited university or college faculty if the member holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.

2.2.3.1.3 Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.

2.2.3.2 On application to the Joint Committee a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified in 2.2.3.1.

2.2.3.3 Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Secretary-Treasurer shall evaluate

such experience.

2.2.4 Appeal: Any teacher who considers that credit granted for years of experience has not been in accordance with the contract may apply for adjustment within six (6) weeks from the commencement date of employment, in respect to teachers new to the District, or within six (6) weeks of the publication of the contract in respect to teachers affected by a renegotiated Agreement; effective dates for adjustment are the commencement date of employment or January 1 respectively. Any teachers still dissatisfied may make application to the Joint Committee. Any adjustments resulting from an Appeal not made within the above specified time limits shall be effective only at the start of the month following the application.

2.3 Category 6 P.A./S.A.

Any teacher who holds a P.A./S.A. Certificate but does not have a Masters' Degree recognized for Category 6 by the Teachers' Qualification Service, shall be paid \$350.00 per annum below Category 6/PA(M).

2.4 Category 4 (S.Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$100 in 1971 shall continue to receive said allowance.

2.5 Payment Above Scale

The salary schedule is a basic scale. However, by agreement of the Joint Committee a higher salary on the grid may be paid than the qualifications and the experience of the teacher would normally command.

2.6 Salary Protection

No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this Agreement.

2.7 Partial Month's Teaching

Where employment begins on a day other than the first prescribed day of a month, or terminates on a day other than the last prescribed day of a month, the amount to be paid in salary for that month shall be proportionate to the number of prescribed days in that month.

#### ARTICLE 3--ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

In addition to their salary as per Article 1 of this Agreement, teachers holding posts of administrative or supervisory responsibility shall be paid

allowances as set forth below. These allowances are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not paid for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

- 3.1 Effective July 1, 1986, Elementary and Secondary principals shall be paid for each teacher supervised in accordance with the following formula: (See Appendix C)

No. of Teachers Supervised	Allowance
0 - 5	\$1,088
6 - 10	874
11 - 15	369
16 - 20	355
21 - 45	296

- 3.2 In calculating the number of teachers supervised, the principal shall not be included.
- 3.3 The number of teachers supervised shall be the number of full-time equivalent teachers supervised (excluding the principal) rounded to the nearest whole number.
- 3.4 Principals with less than eight (8) FTE teachers supervised shall receive one (1) additional allowance in accordance with the allowance formula in 3.1 above.
- 3.5 Secondary vice-principals shall be paid an allowance of 50% of the principal's allowance.
- Elementary vice-principals shall be paid an allowance of 25% of the principal's allowance.
- Administrative assistants shall be paid 25% of their principal's allowance.
- 3.6 For the purpose of calculation of the full-time equivalents in those schools that are not on a semester system, the full-time equivalents shall be calculated twice in a school year, January 31st and September 30th. For those schools on a semester system, the full-time equivalents shall be calculated on the first day of classes in each semester.
- 3.7 Other administrative and supervisory allowances shall be paid as follows:

Co-ordinator of Primary Grades/Co-ordinator of Intermediate Grades (Elementary)	\$1,302
Head Teacher (Tillicum School)	\$1,408

ARTICLE 4--POSTS OF SPECIAL RESPONSIBILITY

- 4.1 In addition to their salary as per Article 1 of this Agreement, teachers holding posts of special responsibility shall be paid allowances as set out in Appendix A to this Agreement.
- 4.2 The allowances set out in Appendix A are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

ARTICLE 5--DEPARTMENT HEADS

- 5.1 Department heads and other teachers assigned to similar posts of special responsibility, shall be paid an allowance of \$1,456.
- 5.2 Where department head work is split between more than one person, the amount shall be paid to the person in proportion to his work loads.
- 5.3 This clause shall not require the Board to create department heads' positions nor to agree to split work loads.

ARTICLE 6--GENERAL EMPLOYEE BENEFITS

6.1 Medical Plan

The Board shall pay 75% of the cost of the premium for the provincial medical health plan.

6.2 Extended Health Benefits

The Board shall pay 100% of the premium cost of a mutually-agreed extended health benefits plan.

6.3 Dental Plan

The Board shall pay 75% of the premium cost of a mutually-agreed dental plan. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

6.4 Group Life Insurance

The Board shall pay 100% of the net premium cost of a mutually-acceptable group life insurance plan for each participating teacher.

Teachers in the employ of the Board as of December 31, 1975, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

The BCTF Optional Term Life Insurance Plan will be administered by the Board with the teachers paying 100% of the premium cost. Adjustments of coverage shall only be made at the beginning of each school year.

6.5 Salary Indemnity Fund/Salary Continuance Plan

Participation in the BCTF Teachers' Salary Indemnity Fund/Salary Continuance Plan shall be a condition of employment for all teachers appointed to the district after January 1, 1978. The premiums for this plan shall be paid totally by the teachers.

6.6 Accidents Covered by Workers' Compensation

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular salary to a maximum of six (6) months, provided that such employee shall not be entitled to use his sick leave credits for time lost during the said six (6) month period by reason of any such disability.

6.7 Death in Service

In the event of the death of a teacher in the employ of the Board, the Board shall pay to the widow or widower of the deceased, or to the estate if there be no widow or widower, the full month's salary for the month in which the employee deceased.

6.8 Maintenance of Benefits During Leave

6.8.1 For those benefits capable of being maintained, any employee granted leave of absence shall have his/her benefits maintained by the Board during the period of leave by notice of the teacher, upon the Board receiving pre-payment of the total premiums applicable during the leave of absence.

6.8.2 The Board will continue to pay its share of the premium payments for the medical plan, EMS, dental plan and group life insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers' Federation Salary Indemnity Fund benefits and for one (1) further calendar year beyond the expiry of S.I.F. benefits where the teacher is in receipt of benefits from a Long-Term Disability Salary Continuance Plan.

ARTICLE 7--PROFESSIONAL IMPROVEMENT

The Board shall pay \$1,000 plus \$110 per full-time equivalent teacher and the Teachers' Association shall pay \$27.50 per full-time equivalent teacher to establish a fund for the purpose of professional development. This fund shall be administered by a committee representing both the Board and the Association. The fund shall cover all professional development and professional improvement costs including the cost of substitutes approved by

the committee, (See Appendix B)

ARTICLE 8--SUBSTITUTE TEACHERS

8.1 A substitute teacher who is certified by the Ministry of Education and a member of the British Columbia Teachers' Federation shall be paid a daily rate of 1/250 of the annual basic salary schedule minimum rate, based on his category placement. After five (5) consecutive days in the same assignment, a substitute teacher shall be paid a daily rate of 1/200 of the annual basic salary schedule rate based on the teacher's experience and category placement.

8.2 If a part-time teacher substitutes in his own class or in an assignment which is substantially the same, he will be paid on scale rather than at the substitute rates.

ARTICLE 9--CREATION OF NEW POSITIONS

It is recognized that it is the Board's prerogative to establish new positions of special responsibility. However, in the event that a new position is created during the life of this Agreement then the allowance will be negotiated by the local Joint Committee.

ARTICLE 10--INFORMATION

10.1 Copy of Agreement

A copy of this Agreement shall be provided by the Board to the teacher.

10.2 Payroll Information

Upon request, the Association shall receive a list of teachers showing certification, experience and salaries no later than October 15 of the year.

ARTICLE 11--INTERPRETATION OF AGREEMENT

It shall be the responsibility of the Secretary-Treasurer of the Board to interpret this Agreement. All teacher appeals to the Joint Committee for adjustment must be made in writing through the Association to the Secretary-Treasurer of the Board.

Meetings shall be held within one (1) month of receipt of an appeal.

ARTICLE 12--JOINT COMMITTEE

12.1 Formation

A Joint Committee, consisting of equal representatives (not exceeding three (3) each) of the Board and of the Association, shall be established.

12.2 Purpose

This Committee shall meet to resolve any alleged violation or question of interpretation or application of this Agreement.

SIGNED at Penticton, British Columbia this        day of                1986.

FOR THE BOARD:

FOR THE TEACHERS' ASSOCIATION:

\_\_\_\_\_  
Secretary-Treasurer  
Board of school Trustees

\_\_\_\_\_  
President  
Penticton District Assoc.

\_\_\_\_\_  
Chairman  
Finance & Management Committee

\_\_\_\_\_  
Agreements Chairman

POSTS OF SPECIAL RESPONSIBILITY

Level 1 - \$ 1,874

Level 2 - \$ 2,812 - Resource Teacher  
(Instructional Materials Centre)

Level 3 - \$ 3,746

Level 4 - \$ 6,335 - Co-ordinator of Special Education

Level 5 - \$13,740 - Supervisor of Elementary Instruction

APPENDIX A

CRITERIA FOR PROFESSIONAL IMPROVEMENT

(July 1, 1986 to June 30, 1987)

Professional Improvement funds shall be allocated on the basis of September 30, 1986 F.T.E. staffing.

Article VII - Professional Improvement (Revenue)

School District No. 15 (Penticton):	Sept. F.T.E. X \$	27.50
School District No. 15 (Penticton):	Sept. F.T.E. X \$	110.00
		\$1,000,00

Professional Improvement (Expenditures)

## Individual Schools:

Allocated to individual schools at \$92.50 per September F.T.E. teacher. Application to be submitted on the appropriate form. Summary report to be submitted to the P.D.A.T. monthly. Any funds uncommitted at June 30, 1987 will be redistributed in the next fiscal period.

## District Staff:

Allocated at \$137.50 per September F.T.E. teacher assigned to District Staff.

Non-Credit Courses: \$2,500.00

Application made on the appropriate form, (see Criteria on page 2, Appendix 8). Unexpended funds in this account at June 30, 1987 will be allocated by joint agreement.

District Professional Development Committee: \$2,500.00

Board and P.D.A.T. committee to co-ordinate program for District professional days and local specialist associations. Summary report to be submitted to the P.D.A.T. monthly.

## P.D.A.T. Professional Development Committee:

P.D.A.T. to receive balance of funding. Professional Development Committee to submit program and estimated costs for 1986/87, Accounting records to be maintained and authorized statement to be submitted at June 30, 1987.

TEACHERS SALARY AND BONUS AGREEMENT- Article VII - Professional ImprovementCriteria for Receiving Grants:

1. Teachers applying for grants must have taught in the District for the immediate past one year and must be remaining as a member of the District teaching staff for a period of not less than one more year.
2. Teachers must advise the Committee in writing of their intent to apply for grants at least one month prior to courses beginning.
3. Proof of successfully completed credit courses must be submitted to the Committee for approval before payment of grants is possible. Proof of successful completion of courses is the responsibility of the teacher.
4. Summer non-credit courses must be of fifteen (15) hours minimum duration and be relevant to a teacher's professional development.
5. Non-credit courses successfully completed during the school year must also be relevant to the teacher's professional development, and of an eight (8) hour minimum.
6. Grants will be paid in order, according to date application is received.
7. Although application may be made for any number of non-credit courses, the initial payment will be limited to one (1) non-credit course per applicant. Any funds remaining at year-end will be used to make payment to applicants, in chronological order of receipt, for a second non-credit course. If the fund is still not depleted, more installments will be paid to applicants who have taken additional courses until the Account is fully expended.

Summer Non Credit Courses: Amount of Grants

Attending in Penticton - course fee to maximum of	\$120
Attending in the Okanagan Valley	\$120
Attending outside the Okanagan Valley	\$220

Other Non-Credit Courses: Amount of Grants

Attending in the Okanagan Valley	cost of registration
Attending outside the Okanagan Valley	registration and defrayed costs

APPENDIX C

ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

<u>No. of Teachers Supervised</u>	<u>Allowance</u>	<u>NO. of Teachers Supervised</u>	<u>Allowance</u>
1	\$ 2,176	36	\$18,166
2	3,264	37	18,462
3	4,352	38	18,758
4	5,440	39	19,054
5	6,514	40	19,350
6	7,188	41	19,646
7	8,062	42	19,942
8	8,062	43	20,238
9	8,936	44	20,534
10	9,810	45	20,830
11	10,179	46	20,887
12	10,548	47	20,944
13	10,917	48	21,001
14	11,286	49	21,058
15	11,655	50	21,115
16	12,010	51	21,172
17	12,365	52	21,229
18	12,720	53	21,286
19	13,075	54	21,343
20	13,430	55	21,400
21	13,726	56	21,457
22	14,022	57	21,514
23	14,318	58	21,571
24	14,614	59	21,628
25	14,910	60	21,685
26	15,206	61	21,742
27	15,502	62	21,799
28	15,798	63	21,856
29	16,094	64	21,913
30	16,390	65	21,970
31	16,686	66	22,027
32	16,982	67	22,084
33	17,278	68	22,141
34	17,574	69	22,198
35	17,870	70	22,255

N.B. The allowance stated in 1 - 8 above includes the additional allowance.

MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 15 (PENTICTON)

AND

PENTICTON DISTRICT TEACHERS' ASSOCIATION

SENIORITY, LAYOFF, RECALL, TERMINATION, SEVERANCE

1. Where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this agreement. Nothing in this agreement is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to section 107, 122 and 123 of the School Act.
2. Principle of Security
  - 2.1 The Board and the Association recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.
3. Procedures for Reducing Staff
  - 3.1 When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
  - 3.2 The Board shall give each teacher it intends to terminate pursuant to this agreement at least thirty days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. The Board shall concurrently forward a copy of such notice to the Association.
  - 3.3 The terms "seniority" and "qualifications" shall be interpreted as defined below.

#### 4. Definitions

##### 4.1 Seniority

- 4.1.1 In this Agreement, seniority means a teacher's length of continuous full-time or part-time service on the current continuing teaching contract with the School District: the length shall be calculated from the date the individual teacher's contract comes into effect. Providing there is no interruption of service, teachers who receive a continuing appointment subsequent to a temporary appointment shall be deemed to have continuing service for the purposes of this Agreement.
- 4.1.2 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.1, the teacher with the greatest aggregate service in previous employment with the Board on temporary or continuing basis shall be deemed to have the greatest seniority.
- 4.1.3 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.2, the teacher with the greatest aggregate length of recognized service in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- 4.1.4 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.3, the teacher with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- 4.1.5 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.4, the teacher with the earliest written acceptance of employment with the Board shall be deemed to have the greatest seniority.
- 4.1.6 For the purposes of this Agreement, approved leaves of absence shall count toward continuous length of service with the Board.
- 4.1.7 For the purposes of this Agreement, continuity of service shall not be broken by resignation for purposes of maternity leave followed by re-engagement within a two year period.
- 4.1.8 For the purposes of this Agreement, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Agreement (Article 5).

#### 4.2 Qualifications

- 4.2.1 In this agreement, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, training, education and experience of a teacher that that teacher will be able to perform the duties of the position in an acceptable manner.
- 4.2.2 In reference to this agreement necessary qualifications are in the final analysis, determined by the Superintendent of Schools and subject to 4.2.3 below.
- 4.2.3 Should there be a dispute as to the Superintendent's decision in 4.2.2. the matter may be referred to arbitration.
- 4.2.4 Within thirty days of the dispute the Association may refer the matter to arbitration by appointing its nominee to the arbitration board and so notifying the School Board. The School Board, within ten days, shall appoint its nominee. The two nominees shall mutually agree to a chairman within e further ten days. Failing mutual agreement a chairman shall be appointed by the Ministry of Labour.
- 4.2.5 The arbitration board shall not have the power to alter, amend or vary the provisions of this agreement. The arbitration board is empowered to review the Superintendent's decision on the grounds of reasonableness and good faith. The parties shall be responsible for their own costs, the costs of their nominees and an equal share of the chairman's costs.

#### 5. Teachers' Right of Re-Engagement

- 5.1 When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
- 5.1.1 If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with this agreement.



- 5.2 A teacher who is offered re-engagement pursuant to section 5.1 shall inform the Board whether or not the offer is accepted within 48 hours of receipt of such offer.
- 5.3 The Board shall allow two weeks from acceptance of an offer under section 5.2 for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a temporary or substitute teacher for the position until the teacher accepting the position is available.
- 5.4 A teacher's right to re-engagement under this section is lost if:
- 5.4.1 the teacher elects to receive severance pay under section 9 of this agreement;
  - 5.4.2 the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher;
  - 5.4.3 two years elapse from the date of termination under this agreement and the teacher has not been re-engaged;
  - 5.4.4 the teacher accepts continuing employment with another district;
  - 5.4.5 the teacher notifies in writing that he/she is no longer available;
  - 5.4.6 the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.

6. Seniority List

The Board shall, by October 15 of each year, forward to the Association a list of all teachers employed by the Board in order of seniority calculated according to this agreement setting out the length of seniority as of September 1 of that year.

7. Sick Leave

A teacher recalled pursuant to this agreement shall be entitled to all sick leave credit accumulated at the date of layoff.

8. Benefits

A teacher who retains right of re-engagement pursuant to section 5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements by payment of the full costs of such benefits to the Board.

9. Severance Pay

- 9.1 A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to sections 107, 122 or 123 of the School Act, may elect to receive severance pay up to two years following date of termination.
- 9.2 Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- 9.3 A teacher who receives severance pay pursuant to this agreement and who, notwithstanding section 5, is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of section 9.2 of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

10. This agreement shall apply only to teachers on continuing appointments.

11. This agreement shall continue in force and effect from July 1, 1986 to June 30, 1987. Either party may serve notice to renew, amend or discontinue this agreement on or after March 1, 1987, and the parties shall commence negotiation within thirty days of such notice.

BOARD OF SCHOOL TRUSTEES:

PENTICTON DISTRICT ASSOCIATION  
OF TEACHERS:

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
President





# B.C. Teachers' Federation

(604) 731-8121, 1-800-663-9163

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BETWEEN: The Board of School Trustees of School District NO. 15 (Penticton) hereinafter referred to as the "Board"

AND: Penticton District Teachers' Association hereinafter referred to as the "Association"

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Rec'd.  
12/13/86  
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### ARTICLE 1--BASIC SALARY SCHEDULE

1. Effective June 28, 1985, and except as otherwise provided, the annual salary of each teacher to whom this Agreement applies shall be determined in accordance with the following schedule:

Experience Increments	3/PA	4/PC	5/PA	6/PA(M)
0	20,592	22,573	24,881	27,391
1	21,543	23,810	26,239	28,868
2	22,494	25,047	27,597	30,345
3	23,445	26,284	28,955	31,822
4	24,396	27,521	30,313	33,299
5	25,347	28,758	31,671	34,776
6	26,298	29,995	33,029	36,253
7	27,249	31,232	34,387	37,730
8	28,200*	32,469	35,745	39,207
9	29,151	33,706	37,103	40,684
10	30,102	34,943	38,461	42,161
11			39,819	43,638
Increments	10x951	10x1237	11x1358	11x1477

\*See Article 2, 1.2.

JAN 31 1986

SD 15 (Penticton)

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### ARTICLE 2--PLACEMENT ON SCHEDULE

#### 2.1 Category

- 2.1.1 Except as otherwise provided the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.
- 2.1.2 Teachers holding Category 2 (88) shall be paid on the Category 3 scale two (2) levels below their actual experience as an EE up to a maximum of category 3, Experience Level 8.
- 2.1.3 Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Joint Committee.

#### 2.2 Experience

- 2.2.1 Submission of Proof: The submission to the Board of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Board.
- 2.2.2 Increment Date: An increment shall be awarded annually, to the category maximum, on September 1 or January 1, following the date on which the applicable experience accumulation is earned.

Notwithstanding the above, the increment which would normally have been awarded on September 1, 1985 shall instead be awarded on June 28, 1985. The January 1, 1986 increment shall be reduced to 60% of its annual value and awarded on June 28, 1985.

- 2.2.3 Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

2.2.3.1 Full recognition to the category maximum for experience gained in:

2.2.3.1.1 Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:

2.2.3.1.1.1 A minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full years' experience.

802 9 008 01  
510701

0510701

SOURCE	BC TE
EXP.	01 01 85
TEMP.	30 06 86
NO. OF EMPLOYEES	265
NOMINATED BY EMPLOYER	SD 15 Penticton

2.2.3.1.1.2 A minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full years' experience. Such experience credit shall not be granted for experience gained prior to September 1, 1979.

2.2.3.1.1.3 Experience credit also will be granted for:

- periods of full-time employment each four (4) months or more:
- periods of part-time employment each four (4) months or more in proportion to the percentage of time taught.

Any combination of these experience credits must total ten (10) months or more to constitute a years' experience. Such experience credit will not be granted for experience gained prior to December 31, 1966. Substitute teaching does not carry experience credit.

2.2.3.1.2 Professional employment as a member of an accredited university or college faculty if the member holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.

2.2.3.1.3 Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.

2.2.3.2 On application to the Joint committee a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified in 2.2.3.1.

#### 2.2.3.3 Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience. but in no case shall their salary exceed the maximum of the category on which they are paid. The Secretary-Treasurer shall evaluate such experience.

2.2.4 Appeal: Any teacher who considers that credit granted for years of experience has not been in accordance with the contract may apply for adjustment within six (6) weeks from the commencement date of employment, in respect to teachers new to the District. or within six (6) weeks of the publication of the contract in respect to teachers affected by a renegotiated Agreement: effective dates for adjustment are the commencement date of employment or January 1 respectively. Any teachers still dissatisfied may make application to the Joint Committee. Any adjustments resulting from an Appeal not made within the above specified time limits shall be effective only at the start of the month following the application.

#### 2.3 Category 6 P.A./S.A.

Any teacher who holds a P.A./S.A. Certificate but does not have a Masters' Degree recognized for Category 6 by the Teachers' Qualification Service. shall be paid \$350,00 per annum below Category 6/PA(M).

#### 2.4 Category 4 (B.Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$100 in 1971 shall continue to receive said allowance.

#### 2.5 Payment Above Scale

The salary schedule is a basic scale. However, by agreement of the Joint Committee a higher salary on the grid may be paid than the qualifications and the experience of the teacher would normally command.

#### 2.6 Salary Protection

No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this Agreement.

#### 2.7 Partial Month's Teaching

where employment begins on a day other than the first prescribed day of a month, or terminates on a day other than the last prescribed day of a month, the amount to be paid in salary for that month shall be proportionate to the number of prescribed days in that month.

ARTICLE 3--ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

In addition to their salary as per Article 1 of this Agreement, teachers holding posts of administrative or supervisory responsibility shall be paid allowances as set forth below. These allowances are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not paid for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

3.1 Effective June 28, 1985, Elementary and Secondary principals shall be paid for each teacher supervised in accordance with the following formula: (See Appendix C)

<u>No. of Teachers Supervised</u>	<u>Allowance</u>
0 - 5	\$1,072
6 - 10	861
11 - 15	364
16 - 20	350
21 - 45	292
46 +	56

3.2 In calculating the number of teachers supervised, the principal shall not be included.

3.3 The number of teachers supervised shall be the number of full-time equivalent teachers supervised (excluding the principal) rounded to the nearest whole number.

3.4 Principals with less than eight (8) FTE teachers supervised shall receive one (1) additional allowance in accordance with the allowance formula in 3.1 above.

3.5 Secondary vice-principals shall be paid an allowance of 50% of the principal's allowance.

Elementary vice-principals shall be paid an allowance of 25% of the principal's allowance.

Administrative assistants shall be paid 25% of their principal's allowance.

3.6 For the purpose of calculation of the full-time equivalents in those schools that are not on a semester system, the full-time equivalents shall be calculated twice in a school year, January 31st and September 30th. For those schools on a semester system, the full-time equivalents shall be calculated on the first day of classes in each semester.

3.7 other administrative and supervisory allowances shall be paid as follows:

co-ordinator of Primary Grades/Co-ordinator of Intermediate Grades (Elementary)	\$1,283
Head Teacher (Tillicum School)	1,387

ARTICLE 4--POSTS OF SPECIAL RESPONSIBILITY

4.1 In addition to their salary as per Article 1 of this Agreement, teachers holding posts of special responsibility shall be paid allowances as set out in Appendix A to this Agreement.

4.2 The allowances set out in Appendix A are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

ARTICLE 5--DEPARTMENT HEADS

5.1 Department heads and other teachers assigned to similar posts of special responsibility, shall be paid an allowance of \$1,456.

5.2 Where department head work is split between more than one person, the amount shall be paid to the person in proportion to his work loads.

5.3 This clause shall not require the Board to create department heads' positions nor to agree to split work loads.

ARTICLE 6--GENERAL EMPLOYEE BENEFITS

6.1 Medical Plan

The Board shall pay 60% of the cost of premium for the provincial medical health plan.

6.2 Extended Health Benefits

The Board shall pay 75% of the premium cost of a mutually-agreed extended health benefits plan.

6.3 Dental Plan

The Board shall pay 60% of the premium cost of a mutually-agreed dental plan. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

6.4 Group Life Insurance

The Board shall pay 100% of the net premium cost of a mutually-acceptable group life insurance plan for each participating teacher.

Teachers in the employ of the Board as of December 31, 1975, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

The BCTF Optional Term Life Insurance Plan will be administered by the Board with the teachers paying 100% of the premium cost. Adjustments of coverage shall only be made at the beginning of each school year.

6.5 Salary Indemnity Fund/Salary Continuance Plan

Participation in the BCTF Teachers' Salary Indemnity Fund/Salary Continuance Plan shall be a condition of employment for all teachers appointed to the district after January 1, 1978. The premiums for this plan shall be paid totally by the teachers.

6.6 Accidents covered by Workers' Compensation

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the workers' Compensation Board and his regular salary to a maximum of Six (6) months, provided that such employee shall not be entitled to use his sick leave credits for time lost during the said six (6) month period by reason of any such disability.

6.7 Death in Service

In the event of the death of a teacher in the employ of the Board, the Board shall pay to the widow or widower of the deceased, or to the estate if there be no widow or widower, the full month's salary for the month in which the employee deceased.

6.8 Maintenance of Benefits During Leave

6.8.1 For those benefits capable of being maintained, any employee granted leave of absence shall have his/her benefits maintained by the Board during the period of leave by notice of the teacher, upon the Board receiving pre-payment of the total premiums applicable during the leave of absence.

6.8.2 The Board will continue to pay its share of the premium payments for the medical plan, EHS, dental plan and group life insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers' Federation Salary Indemnity Fund benefits and for one (1) further calendar year beyond the expiry of S.I.F. benefits where the teacher is in receipt of benefits from a Long-Term Disability Salary Continuance Plan.

ARTICLE 7--PROFESSIONAL IMPROVEMENT

The Board shall pay \$110 per full-time equivalent teacher and the Teacher Association shall pay \$27.50 per full-time equivalent teacher to establish a fund for the purpose of professional development. This fund shall be administered by a committee representing both the Board and the Association. The fund shall cover all professional development and professional improvement costs including the cost of substitutes approved by the committee. (See Appendix B)

ARTICLE 8--CO-OP SAVINGS PAYROLL DEDUCTIONS

The Board agrees to administer a payroll deduction plan with the Teachers' Investment and Housing Co-op subject to the following conditions:

The amount of the deduction shall be set once only during the school year and shall not be changed in the said school year.

ARTICLE 9--SUBSTITUTE TEACHERS

9.1 A substitute teacher who is certified by the Ministry of Education and a member of the British Columbia Teachers' Federation shall be paid a daily rate of 1/250 of the annual basic salary schedule minimum rate, based on his category placement. After five (5) consecutive days in the same assignment, a substitute teacher shall be paid a daily rate of 1/200 of the annual basic salary schedule rate based on the teacher's experience and category placement.

9.2 If a part-time teacher substitutes in his own class or in an assignment which is substantially the same, he will be paid on scale rather than at the substitute rates.

ARTICLE 10--CREATION OF NEW POSITIONS

It is recognized that it is the Board's prerogative to establish new positions of special responsibility. However, in the event that a new position is created during the life of this Agreement then the allowance will be negotiated by the local Joint Committee.

ARTICLE 11--INFORMATION

11.1 COPY of Agreement

A copy of this Agreement shall be provided by the Board to the teacher.

11.2 Payroll Information

Upon request, the Association shall receive a list of teachers showing certification, experience and salaries no later than October 15 of the year.

ARTICLE 12--INTERPRETATION OF AGREEMENT

It shall be the responsibility of the Secretary-Treasurer of the Board to interpret this Agreement. All teacher appeals to the Joint Committee for adjustment must be made in writing through the Association to the Secretary-Treasurer of the Board.

Meetings shall be held within one (1) month of receipt of an appeal.

ARTICLE 13--JOINT COMMITTEE

13.1 Formation

A Joint Committee, consisting of equal representatives (not exceeding three (3) each) of the Board and of the Association, shall be established.

13.2 Purpose

This Committee shall meet to resolve any alleged violation or question of interpretation or application of this Agreement.

SIGNED at Penticton, British Columbia this        day of                    1985.

FOR THE BOARD:

FOR THE TEACHERS' ASSOCIATION:

\_\_\_\_\_  
Secretary-Treasurer  
Board of School Trustees

\_\_\_\_\_  
President  
Penticton District Assoc.

\_\_\_\_\_  
Chairman  
Finance & Management Committee

\_\_\_\_\_  
Agreements Chairman

APPENDIX A

POSTS OF SPECIAL RESPONSIBILITY

Level 1 - \$1,846

Level 2 - \$2,770 - Resource Teacher  
(Instructional Materials Centre)

Level 3 - \$3,691

Level 4 - \$6,241 - Co-ordinator of Special Education

Level 5 - \$13,537 - Supervisor of Elementary Instruction

Criteria for Professional Improvement  
 (January 1 - June 30, 1985)

CRITERIA FOR PROFESSIONAL IMPROVEMENT

(July 1, 1985 to June 30, 1986)

Pull-Time Equivalent (PTE) Teachers in S.D. #15 for  
 Transitional Period (January 1, 1985 - June 30, 1985) 246.80

Article 7: professional Improvement (Revenue)

S.D. #15 (Penticton)	246.80 x \$110 x 60%	\$16,289
P.D.A.T.	246.80 x \$27.50 x 60%	4,073
		<u>\$20,362</u>

Professional Improvement Programs (Expenditures)

Individual Schools \$13,564

Allocated to individual schools @ \$92.50 x 60% per  
 FTE teacher. Application to be submitted on the  
 appropriate form. Summary report to be submitted  
 to the P.D.A.T. monthly. Any funds uncommitted  
 at June 30, 1985 will be redistributed in the  
 next fiscal period.

District staff 198  
 To supplement professional improvement costs  
 for three District staff members.

PDAT Professional Development Committee 5,986  
 PDAT Committee to submit program and estimated  
 costs for 1985. Accounting records to be maintained  
 and authorized statement to be submitted at June  
 30, 1985.

Credit Courses 1,500  
 Non Credit Courses 1,500

Application made on the appropriate form (see  
 criteria on page 2 of Appendix B). Unexpended funds  
 at December 31, 1984 will be paid to the P.D.A.T.  
 Professional Development Committee. Any unexpended  
 funds in this account at June 30, 1985 will be  
 allocated by joint agreement.

\$20,362

Note: Funding allocations for credit courses will expire June 30, 1986.

Professional Improvement funds shall be allocated on the basis  
 of September 30, 1985 F.T.E. staffing.

Article VII - Professional Improvement (Revenue)

School District No. 15 (Penticton):	Sept. F.T.E. X \$110.00
P.D.A.T.	Sept. F.T.E. X \$27.50

Professional Improvement (Expenditures)

Individual schools

Allocated to individual schools at \$92.50 per September F.T.E.  
 teacher. Application to be submitted on the appropriate form.  
 Summary report to be submitted to the P.D.A.T. monthly. Any funds  
 uncommitted at June 30, 1986 will be redistributed in the next  
 fiscal period.

District staff

Allocated at \$137.50 per September F.T.E. teacher assigned to  
 District Staff.

Credit Courses	\$2,500.00
Non-Credit courses	\$2,500.00

Application made on the appropriate form, (see Criteria on page 2,  
 Appendix B). Unexpended funds in this account at June 30, 1986  
 will be allocated by joint agreement.

P.D.A.T. Professional Development Committee

P.D.A.T. to receive balance of funding. Professional Development  
 Committee to submit program and estimated costs for 1985/86.  
 Accounting records to be maintained and authorized statement to be  
 submitted at June 30, 1986.

Note: Funding allocations for credit courses will expire June 30, 1986.



APPENDIX B

ARTICLE 7 - PROFESSIONAL IMPROVEMENT

Criteria for Receiving Grants

- (1) Teachers applying for grants must have taught in the District for the immediate past one year and must be remaining as a member of the District teaching staff **for** a period of not less than one more year.
- (2) Teachers must advise the Committee in writing of their intent to apply for grants at least one month prior to courses beginning.
- (3) Transcripts of successfully completed credit courses must be submitted to the Committee for approval before payment of grants is possible. Proof of successful completion of courses is the responsibility of the teacher.
- (4) Summer non-credit courses must be of twenty (20) hours minimum duration and be relevant to a teacher's professional development.
- (5) Grants will be paid in order, according to date application is received.
- (6) Although application may be made for any number of units and/or non-credit courses, the initial payment will be limited to three (3) units or one (1) non-credit course per applicant. Any funds remaining at year-end will be used to make payment to applicants in chronological order of receipt, for a second credit course (maximum three (3) units) or non-credit course. If the fund is still not depleted, more installments will be paid to applicants who have taken additional courses until the Account is fully expended.

Summer Non Credit courses: Amount of Grants

Attending in the Okanagan Valley	\$120
Attending outside the Okanagan Valley	\$200

Credit Courses: Amount of Grants

Credit Courses taken at Summer School	\$62 per unit
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Credit Courses taken extra-sessionally if offered outside the boundaries of school District NO. 15 (Penticton) \$62 per unit

Credit Courses taken extra-sessionally if offered within the boundaries of School District NO. 15 (Penticton) course fee

Correspondence Credit Courses Course fee

ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 15 (PENTICTON)

AND

PENTICTON DISTRICT TEACHERS' ASSOCIATION

<u>No. of Teachers Supervised</u>	<u>Allowance</u>	<u>NO. of Teachers Supervised</u>	<u>Allowance</u>
1	\$2144	36	\$17907
2	3216	37	18199
3	4288	38	18491
4	5360	39	18783
5	6221	40	19075
6	7082	41	19367
7	7943	42	19659
8	7943	43	19951
9	8804	44	20243
10	9665	45	20535
11	10029	46	20591
12	10393	47	20647
13	10757	48	20703
14	11121	49	20759
15	11485	50	20815
16	11835	51	20871
17	12185	52	20927
18	12535	53	20983
19	12885	54	21039
20	13235	55	21095
21	13527	56	21151
22	13819	57	21207
23	14111	58	21263
24	14403	59	21319
25	14695	60	21375
26	14987	61	21431
27	15279	62	21487
28	15571	63	21543
29	15863	64	21599
30	16155	65	21655
31	16447	66	21711
32	16739	67	21767
33	17031	68	21823
34	17323	69	21879
35	17615	70	21935

SENIORITY, LAYOFF, RECALL, TERMINATION, SEVERANCE

1. where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this agreement. Nothing in this agreement is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to section 107, 122 and 123 of the School Act.
2. Principle of Security
  - 2.1 The Board and the Association recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.
3. Procedures for Reducing staff
  - 3.1 When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
  - 3.2 The Board shall give each teacher it intends to terminate pursuant to this agreement at least thirty days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. The Board shall concurrently forward a copy of such notice to the Association.
  - 3.3 The terms "seniority" and "qualifications" shall be interpreted as defined below.

#### 4. Definitions

##### 4.1 Seniority

- 4.1.1 In this Agreement, seniority means a teacher's length of continuous full-time or part-time service on the current continuing teaching contract with the School District: the length shall be calculated from the date the individual teacher's contract comes into effect. Providing there is no interruption of service, teachers who receive a continuing appointment subsequent to a temporary appointment shall be deemed to have continuing service for the purposes of this Agreement.
- 4.1.2 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.1, the teacher with the greatest aggregate service in previous employment with the Board on temporary or continuing basis shall be deemed to have the greatest seniority.
- 4.1.3 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.2, the teacher with the greatest aggregate length of recognized service in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- 4.1.4 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.3, the teacher with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- 4.1.5 When the seniority of two or more teachers is equal pursuant to paragraph 4.1.4, the teacher with the earliest written acceptance of employment with the Board shall be deemed to have the greatest seniority.
- 4.1.6 For the purposes of this Agreement, approved leaves of absence shall count toward continuous length of service with the Board.
- 4.1.7 For the purposes of this Agreement, continuity of service shall not be broken by resignation for purposes of maternity leave followed by re-engagement within a two year period.
- 4.1.8 For the purposes of this Agreement, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Agreement (Article 5).

##### 4.2 Qualifications

- 4.2.1 In this agreement, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, training, education and experience of a teacher that that teacher will be able to perform the duties of the position in an acceptable manner.
- 4.2.2 In reference to this agreement necessary qualifications are, in the final analysis, determined by the Superintendent of Schools and subject to 4.2.3 below.
- 4.2.3 Should there be a dispute as to the Superintendent's decision in 4.2.2 the matter may be referred to arbitration.
- 4.2.4 Within thirty days of the dispute the Association may refer the matter to arbitration by appointing its nominee to the arbitration board and so notifying the School Board. The School Board, within ten days, shall appoint its nominee. The two nominees shall mutually agree to a chairman within a further ten days. Failing mutual agreement a chairman shall be appointed by the Ministry of Labour.
- 4.2.5 The arbitration board shall not have the power to alter, amend or vary the provisions of this agreement. The arbitration board is empowered to review the Superintendent's decision on the grounds of reasonableness and good faith. The parties shall be responsible for their own costs, the costs of their nominees and an equal share of the chairman's costs.
- #### 5. Teachers' Right of Re-Engagement
- 5.1 When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
- 5.1.1 If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with this agreement.

- 5.2 A teacher who is offered re-engagement pursuant to section 5.1 shall inform the Board whether or not the offer is accepted within 48 hours of receipt of such offer.
- 5.3 The Board shall allow two weeks from acceptance of an offer under section 5.2 for the teacher to commence teaching duties: the board and the teacher may mutually agree to extend this time limit. The Board may employ a temporary or substitute teacher for the position until the teacher accepting the position is available.
- 5.4 A teacher's right to re-engagement under this section is lost if:
- 5.4.1 the teacher elects to receive severance pay under section 9 of this agreement:
  - 5.4.2 the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher:
  - 5.4.3 two years elapse from the date of termination under this agreement and the teacher has not been re-engaged:
  - 5.4.4 the teacher accepts continuing employment with another district:
  - 5.4.5 the teacher notifies in writing that he/she is no longer available:
  - 5.4.6 the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.

#### 6. Seniority List

The Board shall, by October 15 of each year, forward to the Association a list of all teachers employed by the Board in order of seniority calculated according to this agreement setting out the length of seniority as of September 1 of that year.

#### 7. Sick Leave

A teacher recalled pursuant to this agreement shall be entitled to all sick leave credit accumulated at the date of layoff.

#### 8. Benefits

A teacher who retains right of re-engagement pursuant to section 5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements by payment of the full costs of such benefits to the Board.

#### 9. Severance Pay

- 9.1 A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to sections 107, 122 or 123 of the School Act, may elect to receive severance pay up to two years following date of termination.
- 9.2 Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- 9.3 A teacher who receives severance pay pursuant to this agreement and who, notwithstanding section 5, is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of section 9.2 of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

10. This agreement shall apply only to teachers on continuing appointments.
11. This agreement shall continue in force and effect from January 1, 1984 to December 31, 1985. Either party may serve notice to renew, amend or discontinue this agreement on or after September 1, 1985 and the parties shall commence negotiation within thirty days of such notice.

FOR THE BOARD OF SCHOOL TRUSTEES:

FOR THE TEACHERS' ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_