



# B.C. Teachers' Federation

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2235 Burrard Street, Vancouver, BC, V6J 3H9

COLLECTIVE AGREEMENT

BETWEEN

S.D. #59 (P.R.S.)

AND

P.R.S.T.A.

JANUARY 1985 - June 1986

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SD 59 (Peace River South)

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TABLE OF CONTENTS

	<u>Page</u>
<u>Part A--Salary and Benefits</u>	
Article A1: Basic Salary Scale	3
Article A2: Administrative Allowances	7
Article A3: Posts of Special Responsibility	9
Article A4: substitute Teachers	9
Article A5: Professional Development	10
Article A6: Benefits	11
Article A7: Salary Protection	13
Article A8: Joint Teacher Trustee Liaison Committee	13
Article A9: Grievance Procedure	13
Article A10: Term of Agreement	14
<u>Part B--Leaves of Absence</u>	
Article B1: Leaves of Absence with Pay	16
Article B2: Leaves of Absence with Pay Less Cost of Substitute	18
Article B3: Special Leaves of Absence	19
Article B4: Leaves of Absence Without Pay	20
Article B5: Term of Agreement	22
<u>Part C--Personnel Practices</u>	
Article C1: Posting and Filling Vacant Positions	23
Article C2: Continuing Appointments	23
Article C3: Temporary Appointments	24
Article C4: Transfers	24
Article C5: Department Heads	25
Article C6: Evaluations and Written Reports on Teachers by Principals	26
Article C7: Evaluation and Written Reports on Teachers by the Superintendent of Schools and Directors of Instruction	27
Article C8: Part-time Teaching	27
Article C9: <b>Employee</b> Assistance Program	28
<u>Part D--Teaching Security--Seniority--Severance</u>	
Article D1: Principle of Service and Security	29
Article D2: Definition of Seniority	29
Article D3: Qualification for Teaching Positions	30
Article D4: Application for Seniority	31
Article D5: Recall of Teachers	33
Article D6: Severance Pay	34
Article D7: Sick Leave	35
Article D8: Benefits	35
Article D9: Appeal Procedure	35

SD 59 (Peace River South)	EFF.	TERM.	No. OF EMPLOYEES	NOMARE D'EMPLOYÉS	SOURCE
	01	30	35		Inducted
	06	86			
	85				

05/24/01

SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)

1985/86 COLLECTIVE AGREEMENT

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH), hereinafter referred to as the "Board"

AND: THE PEACE RIVER SOUTH TEACHERS' ASSOCIATION, hereinafter referred to as the "Association".

PART A---SALARY AND BENEFITS

ARTICLE A1: BASIC SALARY SCALE

1.0 Basic Salary Scale Effective January 1, 1985

Yrs. of Exp.	Category 3	Category 4	Category 5	Category 6
0	20,282	22,708	25,147	28,211
	21,319	23,977	26,519	29,495
2	22,356	25,246	27,891	30,780
3	23,394	26,515	29,263	32,064
4	24,431	27,784	30,635	33,348
5	25,468	29,053	32,007	34,632
6	26,506	30,322	33,378	35,916
	27,543	31,590	34,750	37,200
8	28,580	32,859	36,122	38,485
9	29,618	34,128	37,494	41,051
10	30,655	35,397	40,234	43,617
Increments	10x1037	10x1269	9x1372 1x2740	8x1284 2x2566

2.0 Basic Salary Scale Effective July 1, 1985

Yrs. of Exp.	Category 3	Category 4	Category 5	Category 6
0	20,522	22,977	25,445	28,545
1	21,572	24,261	26,833	29,845
2	22,662	25,545	27,221	31,145
3	23,672	26,829	29,609	32,445
4	24,722	28,113	30,997	33,745
5	25,772	29,397	32,385	35,045
6	26,822	30,681	33,773	36,345
	27,872	31,965	35,161	37,645
8	28,922	33,249	36,549	38,945
9	29,972	34,533	37,937	41,540
10	31,022	35,817	40,711	44,135
Increments	10x1050	10x1284	9x1388 1x2774	8x1300 2x2595

3.0 Change of Increment Date

All teachers employed by School District No. 59 (Peace River South) as of June 30th, 1985 who are not at maximum on the salary scale shall be advanced to the next level on the salary grid, effective June 30th, 1985.

4.0 Salary Category

The salary category of teachers will be as verified by the most recent evaluation of the Teachers' Qualification Service. Verification is the responsibility of the teacher and must be provided by November 30th or within three months of the start of employment (whichever is the earlier). This deadline also applies to changes in salary category resulting from increased qualifications. The deadline shall be extended if the teacher can show that there is a delay in processing the TQS application.

Placement of each teacher upon the salary scale shall be in accordance with such qualifications and experience as hereinafter provided.

Teachers holding qualifications for the EB Category will be placed in Category 3, two increments below their experience level to a maximum of Step 7 in the category.

5.0 Industrial Education Teachers

Teachers employed in an Industrial Education position, whose certificate issued by the Ministry is endorsed as an Industrial Education Certificate, may be paid on the salary scale not exceeding Category 4, notwithstanding the certification issued by the Ministry Of Education.

6.0 Part-Time Teachers

The annual salary of part-time teachers shall be pro-rated according to the time worked.

7.0 Pro-Rating of Allowances

A person appointed during the school year to any position carrying an allowance shall be paid 1/10 of the annual allowance per month employed in that position during the remainder of the school year.

8.0 Letter of Permission

Holders of a letter of permission, whose years of preparation cannot be equated to years of university training shall be placed in a category which will provide a salary appropriate to their teaching function. as determined by the Superintendent of Schools, placement not to exceed category 5.

#### 9.0 New Categories

In the event that a new category is created during the life of the salary contract, then the allowance or salary shall be decided by negotiation between the Board and the **Association** and then shall form an addendum to the current salary contract.

#### 10.0 Experience

Full credit will be granted upon initial appointment for teaching experience in all government-supported public or private schools. The Joint Committee (see Section **12.0**) shall decide what constitutes "teaching experience" where this is in question.

Upon initial appointment, experience shall be **recognized** as follows:

- 10.1 A minimum of eight months full-time employment during one school year is required to constitute a year's experience.
- 10.2 Where a teacher has completed two periods of employment each of less than the above minimum eight months but each of four months or more, the two such periods may be combined to constitute a year's experience.
- 10.3 The equivalent of at least eight months full-time employment is required for the granting of an increment. Part-time teachers will qualify for experience credits proportionate to the percentage of time employed. Periods of consecutive teaching of one month or more during a school year shall be combined to carry experience credits as of January **1, 1985**.
- 10.4 Educational administrative service as a member of staff of the Ministry of Education carries credit.
- 10.5 Part-time teachers will qualify for experience credit proportionate to the percentage of time employed. The equivalent of at least eight months full-time employment is required for the granting of an increment.
- 10.6 Services as a member of the British Armed Forces during the Second War years (September, **1939** to March **31, 1946**) carries full credit, but war employment in other capacities or armed forces is not credited.

Twelve months of such service shall constitute a year. and in determining final service credited a period of eight months shall constitute the final year. Service in the Korean theatre of action, as a member of the British Armed Forces during the Korean War, shall constitute experience credit covering such time in the theatre of action, provided time requirements are fulfilled (twelve months. or a minimum of eight months in calculating the **final** year).

Service as a member of the armed forces other than the above does not carry experience credit.

**10.7** A maximum of up to three experience increments may be granted for work experience in fields directly related to a teacher's subject teaching areas. Such experience increments may be awarded by the Superintendent of Schools in consultation with the Salary Review Committee.

**10.8** To accommodate those teachers who have accumulated experience as described in clauses **10.2** and **10.5** of this Article, salary increments will be awarded on two anniversary dates. September 1 and February 1.

#### **11.0** Increments

**11.1** When a teacher has received a less than satisfactory report from the Superintendent of Schools, an increment may be withheld for the school year immediately following the report.

**11.2** When a teacher has received a less than satisfactory report from the Superintendent of Schools and the teacher has reached the maximum salary according to his certification and experience then an increment may be withdrawn for the school year immediately following the report.

**11.3** In any case, where an increment is to be withheld pursuant to Section **11.1**, or withdrawn pursuant to Section **11.2**, the Board shall give the teacher concerned a written notice of intent to do so, on or before May **1st**. Any teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of September **1st** in the year following receipt of satisfactory report given by the Superintendent of Schools.

**11.4** Experience increments shall be granted to a teacher on exchange.

#### **12.0** Reviews of Salary Placement

Salary placement of all teachers will be reviewed in October of each year by a **Joint** Committee made up of representatives of the district educational and administrative staff, and the Association. Teachers who have concerns about the accuracy of their salary placement shall bring them to the attention of their association representatives on the review committee.

Adjustments for underpayment of salary shall be made immediately at the closest pay period. Recovery of over-payment shall be made over a period not to exceed the balance of the current fiscal year.

ARTICLE A2: ADMINISTRATIVE ALLOWANCES

1.0 Administrative allowances shall be paid according to school classification and formula as follows:

1.1 Elementary schools

<u>Number of Full-Time Equivalent Teachers less the Principal</u>	<u>School Classification</u>
One room school	A
1 - 3.9 teachers	B
4 - 5.9 teachers	C
6 - 11.9 teachers	D
12+ teachers	E

1.2 Elementary--Secondary and Secondary Schools

(for those schools which have a majority of secondary students)

<u>Number of Full-Time Equivalent Teachers less the Principal</u>	<u>School Classification</u>
1 -- 25.9 teachers	F
26+ teachers	G

2.0 Principals' Allowances

Formulae for Allowance Calculations

<u>School Classification</u>	<u>Formula</u>
A	\$2510
B	$(1.36n + 6)\%$ of category 6 maximum
C	$(1.69n + 6)\%$ of category 6 maximum
D	$(1.74n + 6)\%$ of category 6 maximum
E	$(1.64n + 6)\%$ of category 6 maximum
F	$(1.25n + 6)\%$ of category 6 maximum
G	$(1.19n + 6)\%$ of category 6 maximum

n = Full-Time Equivalent Teachers less the Principal

A teacher shall be any person holding a valid B.C. teaching certificate and for the purpose of calculating any allowances in this contract, the FTE of Special Education personnel shall be included as assigned by the Superintendent of Schools.

The full allowance shall be paid commencing with the third year of the Principal's or Vice-Principal's service as such within this District, and otherwise a part thereof shall be paid as follows:

- 2.1 In the first year of service as such within this district **90%** of the said allowance.
- 2.2 In the second year of service as such within this District **95%** of the said allowance.
- 2.3 For the purpose of this clause and, notwithstanding clauses **2.1** and **2.2** above. each year of full-time service of an Administrator as a Principal elsewhere in a Public School of British Columbia, shall be deemed to be an equivalent year of service in School District **#59** (Peace **River** South). Further, each two years of full time service of an Administrator as a Vice-Principal elsewhere in a Public School of British Columbia, shall be deemed to be an equivalent year of service in School District **#59** (Peace River South) when appointed as a Principal. Each year of full time service of an Administrator as a Vice-Principal elsewhere in a Public School of British Columbia, shall be deemed to be an equivalent year of service in School District **#59** (Peace River South) when appointed as a Vice-Principal. Service as Principal or Vice-Principal elsewhere in a Public School of British Columbia, shall be confirmed by proof satisfactory to the Board.

**3.0 Vice-Principals' Allowances**

A vice-principal's allowance shall be:

- 3.1 In the first year of service as a vice-principal, **55%** of the allowance for a first-year principal in the said school.
- 3.2 In the second year of service as a vice-principal, **55%** of the allowance for a second-year principal in the said school.
- 3.3 In the third year of service as a vice-principal, **55%** of the allowance for a third-year principal in the said school.

**4.0 District Staff Salaries**

- 4.1 District Supervisory Posts Where teachers are appointed to supervisory posts in School District No. **59** in accordance with the School Act provisions, they shall receive a salary equivalent to Category 6 maximum, and an allowance equal to that of a principal in an elementary/secondary school with **25 FTE** teachers.
- 4.2 Coordinator of Education Category 6 Maximum + **55%** of allowance of District supervisory Posts.

SD **59** (Peace River South)



ARTICLE A3: POSTS OF SPECIAL RESPONSIBILITY

1.0 Department Heads

A person designated by the board as Head of Department on the recommendation of the Principal and the Superintendent of Schools, shall be paid an annual allowance equal to 4 ~~1/2%~~ of Category 5 Maximum.

2.0 Counsellors

Counsellors appointed by the Board on the recommendation of the Superintendent of Schools, and acting as such, shall receive ~~2%~~ of Category 5 Maximum per year or fraction thereof, proportionate to their assignment, in addition to their placement on the salary scale.

3.0 Advertising

All positions covered by Article ~~A3~~ shall be advertised as Posts of Special Responsibility and the allowance shall be included ~~in~~ the advertisement.

ARTICLE A4: SUBSTITUTE TEACHERS

1.0 Substitute teachers shall be paid at the following rates per full school day:

1.1 DAILY RATE--~~\$80.00~~ for service as a certified teacher, (i.e., in possession of a valid B.C. teaching certificate).

1.2 DAILY RATE--~~\$65.00~~ for service as a non-certified teacher. but:

1.2.1 with successful completion of the local substitutes training program: or

1.2.2 with a lapsed teaching certificate: or

1.2.3 with sufficient teacher training as determined by the Superintendent.

1.3 DAILY RATE--~~\$55.00~~ for service as a non-certified teacher.

2.0 After five days continuous service in one position, a substitute teacher with post-secondary training shall be paid at the daily rate of 1/200 of his or her placement on scale, as determined:

2.1 By certification and experience if a certified teacher.

2.2 By the Superintendent ~~of Schools~~ on the basis of years of post-secondary training and experience if non-certified.

ARTICLE A5: PROFESSIONAL IMPROVEMENT

1.0 Professional Development Fund

- 1.1 A Professional Development Fund shall be established; the Board will contribute **\$33,838** and the Association will contribute **\$1,938** for the period January to June, **1985**; the Board will contribute **\$57,441** and the Association will contribute **\$3,289** for the period July **1, 1985** to June **30th, 1986**. The Board's and the Association's contributions will increase by the same percentage as applied to the salary scale.
- 1.2 A Professional Development Fund Committee consisting of the Superintendent of Schools and five members of the Association will be established:
  - 1.2.1 The committee will draw up regulations for administering the fund.
  - 1.2.2 The committee will administer the fund.
- 1.3. A limit shall be set on the amount of money any one person may receive from the fund in any one year.

2.0 Educational Assistance Plan

- 2.1 An educational assistance plan will be provided.
- 2.2 Limit: 4 teachers per year.
- 2.3 Pay: **30%** of Category 6 Maximum (not to exceed **60%** of annual salary for year of leave).
- 2.4 Eligibility: 3 years service to the District and a valid teaching certificate.
- 2.5 Selection: by a committee of two Board representatives, two Association representatives. and the Superintendent of Schools.
- 2.6 Experience Increment: No loss of Increment for this leave.
- 2.7 Application: to the Superintendent of Schools by March **1st** for the school year following. Application to include:
  - 2.7.1 Purpose of the leave.
  - 2.7.2 Benefits of the leave to the person concerned.
  - 2.7.3 Benefits of the leave to the District.
  - 2.7.4 A copy of the most recent principal's or superintendent's report.

- 2.8 **EffectiveDate:** September 1st of the **same** year.
- 2.9 **Obligation:** One year's service in School District #59 immediately **following** the leave or negotiated terms of release.
- 2.10 Any funds not allocated from this plan will revert to the Professional Development Fund.

ARTICLE A6: BENEFITS

1.0 Medical Insurance

The Board shall pay **100%** of the premium cost of medical service coverage provided by the B.C. Medical services Plan.

2.0 GroupLife Insurance

The Group Life Insurance Plan shall continue as follows:

**Benefits:** All teachers: Two (2) times annual earnings. rounded to the next higher multiple of \$1,000. Coverage reduces at age 65 to 50% and terminates at age 70.

**Accidental Death and Dismemberment:** Two (2) times annual earnings.

The board shall pay **100%** of the premium cost of Group Life Insurance and Accidental Death and Dismemberment.

3.0 Extended Health Benefits

The Board shall pay **100%** of the premium cost of the Extended Health Benefit Plan provided the teachers meet all the conditions required for membership.

4.0 Dental Plan

4.1 The board shall pay seventy-five per cent (75%) and the teacher the other twenty-five per cent (25%) of the cost of the premium. Benefits of this plan shall include those regularly included under Plan A. with one hundred per cent (100%) coverage, Plan B with eighty per cent (80%) coverage, Plan C with fifty per cent (50%) coverage.

4.2 A teacher is eligible for orthodontic services under Plan C after twelve (12) months participation in the Plan. This benefit is subject to a lifetime cumulative payment of seventeen hundred and fifty dollars (\$1,750) per patient.

4.3 Participation In the dental plan shall be a condition of employment for all teachers entering the employ of the Board on or after September 1st, 1979, except where the teacher is already covered by a **spousal** or family plan.

5.0 Workers' compensation

For purposes of this clause, compensation does not include a disability pension or other **final** settlement award arising from such a **disability**. Compensation means periodic payments during the period of temporary disablement.

5.1 Accidents Covered by Workers' Compensation

A teacher in receipt of compensation from the Workers' Compensation Board by reason of illness or injury incurred while in the employ of the Board shall continue to receive full salary. and the teacher shall pay to the Board the full compensation received from the Workers' Compensation Board, subject to the **following**:

5.1.1 **for** the first twelve months, no charge will be made against accumulated sick leave:

5.1.2 **following** the first full twelve months, the difference between the teacher's regular salary and the compensation received from the Workers' Compensation Board shall be charged against accumulated sick leave until no sick leave remains;

5.1.3 the Board's responsibility shall end with the exhaustion of sick leave.

5.2 Disabilities not Covered by Workers' Compensation

Should a teacher receive compensation from any other source for an illness or disability for which sick leave has been paid, the amount received shall be turned over to the Board and the equivalent amount of sick days shall be restored to the teacher's accumulation.

6.0 The B.C.T.F. Optional Term Life Insurance Plan

This plan will be made available to the teaching staff. premiums to be paid fully by the participating teachers.

Provision of this option is conditional upon the carrier being able to assure the Board that its administrative **responsibilities** will be limited solely to deducting and remitting premiums.

#### 7.0 Benefit Protection

The Board shall continue to maintain full premium payments on behalf of the teachers, of any income security benefits in this contract, during the period a person is on medical leave of absence and is in receipt of Salary Indemnity Plan - Short-Term benefits, and for a period of one year when a person is on medical leave and is in receipt of benefits from the Salary Indemnity Plan - Long-term.

#### 8.0 Selection of Carrier

In all cases where the Board contributes all or part of the premium cost for benefits, the Board reserves the right to select the carrier of the coverage, with the understanding that the level of benefits provided is not reduced.

#### ARTICLE A7: SALARY PROTECTION

No teacher or administrator shall suffer a reduction in basic salary as a result of the Implementation of this contract.

#### ARTICLE A8: JOINT TEACHER TRUSTEE LIAISON COMMITTEE

There shall be maintained a Liaison Committee of three persons representing the Peace River South Teachers' Association (two from the Dawson Creek region and one from the Chetwynd/Tumbler Ridge region). and two persons representing the Board, with the Superintendent of Schools, the Secretary-Treasurer and the President of the P.R.S.T.A. in an advisory capacity.

This committee shall meet quarterly, and at the request of either party to the Agreement to discuss matters concerning the working/learning environment of students and teachers, draft policies or proposals for policy, matters dealing with educational programs and the provision of educational service. etc.

The committee shall keep minutes for the reference of the Board and the Association.

#### ARTICLE A9: GRIEVANCE PROCEDURE

##### 1.0 Resolution of Issues Concerning Agreement

1.1 A Joint Teacher Trustee Committee (hereinafter referred to as the "Committee") shall be established to resolve any alleged violation or question of interpretation of application of this agreement.

- 1.2 The parties to the Agreement shall each appoint two representatives to the Committee prior to January **31** for the ensuing calendar year. The superintendent of Schools, the Secretary-Treasurer and the **P.R.S.T.A.** President may act in an advisory capacity to the committee.
- 1.3 The first function of the Committee in any calendar year shall be to reach consensus on the names of three persons who may be called upon to serve in the capacity of arbitrator under Section **1.7** of this article.
- 1.4 All matters referred to the Committee shall be in writing and submitted through the Secretary-Treasurer of the Board with a copy to the **P.R.S.T.A.** President.
- 1.5 The Committee shall meet within ten **(10)** days of any matter being referred to it.
- 1.6 **Decisions** of the **Committee** shall be conveyed to the participants within thirty **(30)** days of the matter being referred to it.
- 1.7 If an appeal in respect to an alleged violation or question of interpretation or application of this Agreement has not been resolved by the Committee within thirty **(30)** days of the matter being referred to it, the parties shall mutually select a third party to act as a single arbitrator to resolve the dispute.
- 1.8 The arbitrator shall arrange a hearing within fifteen **(15)** days of the matter being referred to him/her.
- 1.9 The decision of the arbitrator shall be rendered and distributed to all parties within ten **(10)** days of the hearing.
- 1.10 The decision of the arbitrator will be final and conclusive, and binding on both parties.
- 1.11 The parties to this Agreement shall each bear their own costs, and the costs of the arbitrator shall be shared equally.

**ARTICLE A10: TERM OF AGREEMENT**

This agreement shall come into effect on the first day of January, **1985** and shall remain in **effect** until modification or termination shall be requested by either party, pursuant to the provisions of the School Act.

Signed at Dawson Creek. this 31st day of May, 1985.

On behalf of the Board of  
School Trustees of School  
District No. 59 (Peace  
River South):

On behalf of the Peace  
River South Teachers'  
Association:

\_\_\_\_\_  
Negotiating Chairman

\_\_\_\_\_  
Negotiating Chairman

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

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Committee Member

1985/86 COLLECTIVE AGREEMENT

PART B - LEAVES OF ABSENCE

\*Note: Standard Procedures:

Procedure A - Apply to/notify the principal.  
Procedure B -- Apply to the Superintendent through principal using  
LOA.

ARTICLE B1: LEAVES OF ABSENCE WITH PAY

1.0 Leave due to illness, accident, unavoidable quarantine within limits of  
accumulated sick leave.

- 1.1 All teachers shall be credited with their full annual sick leave allocation (15 days) upon commencement of duties each school year.
- 1.2 Teachers appointed after the commencement of the school year shall receive their allocation for the balance of the school year.
- 1.3 Should a teacher's allocation be reduced by early resignation or release, any use of the allocation beyond the prescribed 1-1/2 days per month worked, shall be deducted from the teacher's final pay cheque.
- 1.4 Clause 1.3 shall not apply to accumulated sick leave.
- 1.5 A certificate from a duly qualified medical practitioner is required after an absence of five consecutive days.
- 1.6 An application for extended sick leave must be made to the Superintendent of Schools for absence beyond 20 days. In cases of illness other than obvious physical illness, the Superintendent of Schools may require a second medical opinion, or corroboration by the School Medical Health Officer.
- 1.7 The above procedures and time limits apply regardless of availability of sick leave.

Procedure: A

2.0 Leave for in-service training.

Procedure: A



3.0 Leave due to bereavement or serious illness in the immediate family-- maximum three days in any one school year.

Definition of Immediate Family: Father, mother, brother, sister, husband, **wife**, son or daughter or any other relative living in same household.

Procedure: **B**

4.0 Leaves of short duration--(1/2 day or less, shall be granted by the principal provided no substitute is required for:

- 4.1 Attendance at a funeral.
- 4.2 Participation in, or the **organization** of, local community sports, political, church or cultural events.
- 4.3 Visits to legal services and to medical services where appointments are necessarily scheduled during the school day.
- 4.4 Examinations in subjects related to teaching.
- 4.5 Limit- -five x 1/2 days per year.
- 4.6 Two of the **five** half days may be combined for one full day off and if, in the opinion of the principal, a substitute is necessary, the leave will be requested as per Procedure **B**.
- 4.7 All leaves for regularly scheduled events (**bi-weekly**, weekly, etc.,) are not included above and require Board approval by application through the Superintendent of Schools and the Principal. The principal will report such absences on monthly report form **59S**.

Procedure: A

5.0 Leave involving substitute use for combined half days under article **B1,4.0**

Procedure: B

6.0 Leave for **B.C.T.F.** business within limits set out in the School Act.

Procedure: **B**

7.0 Leave for **jury** duty and required attendance as a court witness provided that **any** remuneration received is returned to the board.

Procedure: B

8.0 Leave **for** university convocation--maximum of three days.

Procedure: **B**

9.0 Paternity leave on birth of child--maximum one day.

Procedure: **B**

10.0 Leave for Parents upon adoption of a child--maximum three days.

Procedure: **B**

11.0 Leave for reasons of leadership participation in civic activities and community service organizations and fulfillment of accompanying duties and engagements--maximum three days per school year.

Procedure: **B**

**ARTICLE B2: LEAVES OF ABSENCE WITH PAY LESS COST OF SUBSTITUTES**

1.0 Leave due to bereavement or serious illness of a close relative by marriage--maximum three days in any one school year.

Definition of close relative by marriage: father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, **grandfather**, grandmother. **or** some other person living in the same household.

Procedure: **B**

2.0 Leave due to marriage or attendance at weddings in the immediate family--maximum two days.

Definition of Immediate family: father. mother. brother. sister. husband, wife, son or daughter or any other relative living in the **same** household.

Procedure: **B**

3.0 Leave due to employment interviews for supervisory posts--one day per school year provided teacher has had two years of continuous service in the district.

Definition of Supervisory post: vice-principal, principal. **co-ordinator**, supervisor, consultant. director.

Procedure: **B**

4.0 Leave due to bereavement or serious illness in the immediate family. Days in addition to those provided in Article B1, 3.0.

Procedure: No further application is necessary since **LOA** form has been received as per Article **B1, 3.0**.

ARTICLE B3: SPECIAL LEAVES OF ABSENCE

1.0 Leave due to accidents covered by Workers' Compensation.

- 1.1 The teacher shall receive the difference between his **full** salary and the **W.C.B.** payments, as long as his/her accumulation of sick leave permits.
- 1.2 If a teacher is entitled to workers' Compensation benefits such benefits shall be paid directly to the teacher.
- 1.3 In addition, the Board shall pay the difference between the full salary and the amount of the **W.C.B.** payments (provided that the **W.C.B.** continues to send a detailed statement to the Board of each cheque sent to a teacher) so long as the accumulation of sick leave **benefits** permits.
- 1.4 The charge against the teacher's sick leave is arrived at by:
  - 1.4.1 Computing his/her average daily rate of pay.
  - 1.4.2 Dividing this sum into the payments made by the Board month by month, over and above the **W.C.B.** benefits.
- 1.5 The result of this division, to the nearest whole number of **.5** represents the number of days deducted from the teacher's accumulated sick leave.

Procedure: **B**

2.0 Maternity leave will be as outlined in the Employment Standards Act.

In addition to the procedures outlined in the Act, the following may also apply.

- 2.1 A written application to the Superintendent of Schools for return to duty **giving** the birthdate of the child must be submitted at least one month prior to the date on which the teacher wishes to return to duty. If no application is received within **23** months of the birth of the child. the teacher shall be considered to have resigned.
- 2.2 Subject to the provisions of **2.1** above, **if** the written application is received not later than April **30th** of any year, the Board shall assign the teacher to a school in the following September before consideration is given to any new applicants.
- 2.3 In the case of incomplete pregnancy or death of the child. an application for return to duty may be considered by the Superintendent of Schools at a date earlier than specified in **2.1** and **2.2** outlined above.

3.0 Leave due to non-elective **surgery** of minor dependents.

- 3.1 A teacher shall be granted up to three **(3)** days leave which shall be chargeable to accumulated sick leave, to accompany a minor dependent if he/she is **referred** for treatment out-of--town by a local doctor.
- 3.2 The Board shall have the right to request and receive verification of this from the doctor.

Procedure: **B.**

4.0 Leave due to **long** and continued service.

- 4.1 In recognition of **long** and continued service to the School District the Board shall grant up to three **(3)** days of special non cumulative leave per school year with pay to teachers who have accumulated **120** days sick leave.
- 4.2 All **120** days must have been accumulated during service with School District **#59**. Sick days accumulated in another district cannot be used to constitute the **120** days.
- 4.3 The teacher must choose a time that is least likely to interfere with specially scheduled school or classroom activities.
- 4.4 This leave shall be for unstated personal reasons and must be arranged with the principal.
- 4.5 The Board shall pay substitute costs.
- 4.6 This clause shall not provide for pay in lieu of leave.

Procedure: B

ARTICLE B4: LEAVES OF ABSENCE WITHOUT PAY

1.0 Leaves of absence without **pay** for **3 days** or less.

This leave shall be granted by the Superintendent of Schools to any teacher in the District subject to the following limitations.

- 1.1 Limitations:
  - 1.1.1 Satisfactory or better classroom performance.
  - 1.1.2 Recommendation in writing **from** the principal.
  - 1.1.3 Not granted for holiday trips.

Procedure: B

**2.0 Leaves of absence without pay for more than three days.**

This leave shall be granted by the Superintendent of Schools to any teacher in the District subject to the following limitations.

**2.1 Limitations:**

- 2.1.1 Satisfactory or better classroom performance.**
- 2.1.2 Submission of lesson plans to the principal for entire period of absence.**
- 2.1.3 Three years of prior service in the district.**
- 2.1.4 Availability of an adequate substitute.**
- 2.1.5 Recommendation in writing from the principal.**
- 2.1.6 Application shall be made only once in any one school year.**
- 2.1.7 Not granted for holiday trips.**

Procedure: **B**

**3.0 Leaves of absence without pay for an extended period (one semester or more).**

**3.1** Extended leaves shall be granted by the Board to all teachers subject to the following limitations.

**3.2 Limitations:**

- 3.2.1 Three consecutive years of service including the one in which application **is** made.**
- 3.2.2 Better than satisfactory classroom performance.**
- 3.2.3 Acceptance of leave** without guarantee of return to same position or same school.
- 3.2.4 Presentation of request prior to spring break.**

Procedure: **A**

**Formal Procedures Governing Deductions for Leave Without Pay**

Deductions for leaves without pay shall be made according to the following formula:

$$\frac{\text{Number of days absent} \times \text{annual salary}}{\text{Number of prescribed school days in the school year}}$$

ARTICLE B5: TERM OF AGREEMENT

1.0 This agreement shall come into effect on the first day of January, 1985, and shall remain in effect until modification or termination is requested by either party.

Signed at Dawson Creek, this 31st day of May, 1985.

On behalf of the Board of  
School Trustees of School  
District No. 59 (Peace  
River South):

On behalf of the Peace  
River South Teachers'  
Association:

\_\_\_\_\_  
Negotiating Chairperson

\_\_\_\_\_  
Negotiating Chairperson

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

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Committee Member

1985/86 COLLECTIVE AGREEMENT

PART C -- PERSONNEL PRACTICES

ARTICLE C1: POSTING AND FILLING VACANT POSITIONS

- 1.0 All known vacancies will be advertised in **a**ll schools and centres within the school district. and if deemed necessary outside the school district.
- 2.0 Vacancies that become available during school holidays will be advertised in local newspapers in all centres within the school district. and if deemed necessary, outside the school district.
- 3.0 The priorities for filling any vacancy, assuming qualifications and experience are appropriate to the vacant position. shall be:
  - 3.1 Continuing appointees transferred on the initiative of the Board:
  - 3.2 Continuing appointees requesting transfer;
  - 3.3 Teachers returning from a leave of absence:
  - 3.4 Teachers on the recall list:
  - 3.5 Teachers on temporary appointment.

ARTICLE C2: CONTINUING APPOINTMENTS

- 1.0 The principal is to consult with the school staff in the determination of staffing needs in the school.
- 2.0 Prospective appointees shall be informed in writing of the nature of the assignment. of the expectations of the Board, of the learning, working and living conditions within the district prior to the appointment.
- 3.0 Teachers newly appointed to the district shall be provided with a program of orientation by district supervisory staff of the practices and procedures of the school district, and shall be provided with a copy of the Collective Agreement between the Board and Association.
- 4.0 Teachers newly assigned to a school staff shall be provided with a program of orientation by the principal or his/her designate, of the practices and procedures in the school.

ARTICLE C3: TEMPORARY APPOINTMENTS

- 1.0 A teacher may be placed on a temporary appointment in accordance with the terms of the School Act and its Regulations.
- 2.0 A teacher on temporary appointment shall be given the right to first refusal of any continuing position that becomes available for which he/she is **qualified** provided that a report written by the principal, Superintendent of Schools, or **Director** of Instruction indicates that the teacher has provided good service to the Board.
- 3.0 Notwithstanding the above, the priorities as stated in POSTING AND FILLING VACANT POSITIONS, Article C1, shall apply.

ARTICLE C4: TRANSFERS

(This article does not apply to a teacher who is appointed to the position of principal.)

1.0 Transfers Initiated by the Board

For the purposes of this Article the major geographic areas of the school district are deemed to be **Chetwynd** and contiguous area, **Dawson** Creek and contiguous area, Tumbler Ridge and contiguous area and Kelly Lake.

- 1.1 Transfers shall be made for sound educational reasons which include the pupil enrolment in the school and the ability of the school to sustain its staffing levels.
- 1.2 Transfers shall not be used as a disciplinary measure.
- 1.3 No teacher, except as indicated in Section 1.7 of this article, shall be transferred from his/her geographic area of residence without agreement of the teacher, unless no vacant position remains in the teacher's community of residence for which he/she possesses the necessary qualifications, as determined by the application of Article 3.0 of policy 529 of the Board of School Trustees for School District No. 59.
- 1.4 A teacher who is transferred from one major geographic area of residence to another shall receive a minimum period of one (1) month's written notice prior to the effective date of the transfer unless the teacher agrees in writing to a shorter time.
- 1.5 A Board official intending to recommend transfer of a teacher from one school to another within the same geographic region (e.g., **Dawson** creek and contiguous area) shall meet with the teacher at least seven days prior to the effective date of the transfer.



The nature of the transfer, and reasons for it shall be communicated to the teacher. The teacher may be accompanied by a representative of the Association.

- 1.6 Transfers should be made only after full consideration of the teacher's personal professional goals and a full discussion of other alternative arrangements.
- 1.7 In cases where less than one month's notice of transfer is deemed necessary by a Board official and the transfer includes relocation from one major geographic area to another, the provisions of Section 1.5 shall apply and the Board shall pay moving and relocation expenses to the teacher as determined by the Superintendent of Schools.

2.0 Transfers Initiated by the Teacher

- 2.1 Teachers may apply for transfers to any vacant position posted up to June 30 of each school year and may apply for transfer generally by request in writing, stating reasons for the request. to the superintendent of Schools by March 1 of each year.
- 2.2 Teachers applying from within the district shall receive preferential consideration over applicants from outside the district, provided they possess the necessary qualifications for the position, as determined by the Superintendent of Schools.
- 2.3 If the request for transfer is effected, the teacher shall be notified in writing.
- 2.4 A teacher who is not granted a transfer may, within seven days of notification, request a meeting with the Superintendent of Schools to discuss the reasons the transfer was not effected. The teacher may be accompanied at such meeting by a representative of the Association.

ARTICLE C5: DEPARTMENT HEADS

- 1.0 The school principal, in consultation with the teaching staff of the school, shall determine the organizational structure of the school and the selection procedures to be used in the event of the establishment of department heads.
- 2.0 Duties and responsibilities of the department head shall be determined by the principal in consultation with the staff.
- 3.0 Each department head position will be for a maximum of one school year and the cost of appointing the department head will be borne from school-based funds.

- 4.0 The principal shall notify the board of the department head positions to be established in the school by September **30** of each school year.
- 5.0 No teacher in an administrative position or in a post of special responsibility shall receive any additional remuneration **for** department head duties he/she may assume or be assigned.
- 6.0 Teachers shall not be required to perform the duties **of** Department Head without remuneration or compensatory time.

ARTICLE C6: EVALUATION AND WRITTEN REPORTS ON TEACHERS BY PRINCIPALS

- 1.0 written reports of principals on the work of a teacher are to be drafted on the basis of at least three formal observations:
  - 1.1 The principal shall first discuss with the teacher and present in writing the purpose of the evaluation, and the criteria to be used.
  - 1.2 Prior to each observation for the purpose of the formal evaluation process, a **pre-observation** conference shall be held for the purposes of: determining the objective of the lesson; where the teacher is in his/her unit outline; what activities will be observed; and also for the appraiser to become aware of any special group or individual characteristics within the classroom.
  - 1.3 Following each observation or supervisory visit, the principal shall discuss with the teacher his/her observations and impressions; such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement.
  - 1.4 The principal shall provide the teacher with a copy of all notes taken during a formal observation related to the assessment of teaching performance and such notes are to include descriptive data, with an appended subjective commentary.
- 2.0 The principal should be specific in his/her comments and should base comments on personal observation.
- 3.0 The principal shall give the teacher advice and provide **for** or arrange assistance in overcoming any weaknesses observed.
- 4.0 where improvements are necessary, any written report on a teacher shall include constructive suggestions and advice.
- 5.0 The teacher shall be shown a **draft of** any written report on his/her performance so that the teacher may have the opportunity to point out any errors of fact. This discussion shall be solely between the teacher and the principal.

- 6.0 There shall be opportunity for the teacher to countersign the report before it is filed.
- 7.0 **Within** seven (7) days of receipt **of** the written report the teacher may request a meeting with the principal to discuss the report. Such meeting shall be held within seven days **of** the request being made.
- 8.0 The teacher shall have the right to submit to the principal a written commentary on the report which shall be filed with all copies **of** the report.
- 9.0 Principals, the Superintendent of Schools and Directors of Instruction may discuss the work of a teacher and decide jointly what steps should be taken to correct any weaknesses observed, but formal reports shall be written independently.
- 10.0 Initial observation of teachers who are new to the district should occur within one month after appointment. Observation reports shall be provided early in the year and be constructive.
- 11.0 When a principal writes a less than **satisfactory** report under Regulation **93**, the second report shall be written by the Superintendent of Schools or Director of Instruction in accordance with the terms of the School Act.
- 12.0 All teachers appointed to a temporary position are to receive a **summative** report prior to the conclusion of their period of employment.

ARTICLE C7: EVALUATION AND WRITTEN REPORTS ON TEACHERS BY THE SUPERINTENDENT OF SCHOOLS AND DIRECTORS OF INSTRUCTION

All the preceding procedures on teacher evaluation as they apply to reports written by principals shall apply to reports written by Directors of Instruction or the Superintendent **of** Schools.

ARTICLE C8: PART-TIME TEACHING

- 1.0 A teacher with a continuing full-time appointment to the teaching **staff** of the district may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part--time assignment is requested.
- 2.0 When the request under Section 1.0 of this article is granted by the Board, the teacher shall be required to return to a similar **full-time** assignment at the expiration of the period of time for which the Board has made the part--time assignment. The teacher may request a return to a full-time assignment. The teacher may request a return to a full-time assignment at an earlier date or may extend the period of

part-time teaching, subject to agreement with the Board, provided that thirty working days notice has been given to the Superintendent of Schools.

- 3.0 A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.

ARTICLE C9: EMPLOYEE ASSISTANCE PROGRAM

- 1.0 The Association and the Board agree to form a co--operative action group having equal representation from the Board and the Association to investigate the feasibility of establishing a joint employee assistance program (**EAP**) within the framework of existing contractual agreements.
- 2.0 The function of the action group will be to bring forth recommendations including a policy and program design for use in establishing a permanent **EAP**.
- 3.0 The primary objective of the **EAP** shall be to provide effective professional and confidential assistance and access to treatment for educational employees of the Board who **may** have health, social or **behavioral** problems that can be successfully treated, where treatment is in the best interests of the employee, the Employer and the Association.

Signed at Dawson Creek, this 31st day of May, 1985.

On behalf of the Board of  
School Trustees of School  
District No. 59 (Peace  
River South):

On behalf of the Peace  
River South Teachers'  
Association:

\_\_\_\_\_  
Negotiating Chairperson

\_\_\_\_\_  
Negotiating Chairperson

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

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Committee Member

1985/86 COLLECTIVE AGREEMENT

PART D--TEACHING SECURITY- ~~SENIORITY~~--~~SEVERANCE~~

ARTICLE D1: PRINCIPLE OF SERVICE AND SECURITY

Security of employment increases in proportion to the length of service in the employ of the Board. However, to ensure the continuation of high quality educational programs for pupils, this security of employment is subject to the provision that a teacher's service continues to be satisfactory and that the teacher possesses the necessary qualifications and experience for the positions which are available.

ARTICLE D2: DEFINITION OF SENIORITY

- 1.0 In this article seniority for teachers on a continuing contract is determined by the number of years of continuous service during the term of the current contract. Part-time teaching shall be credited fully as if it were full-time service.
- 2.0 For the purposes of this article the following leaves shall accrue seniority:
  - 2.1 Paid educational leave:
  - 2.2 Sick leave paid by the Board:
  - 2.3 Maternity leave as per the Employment Standards Act;
  - 2.4 **Secondment** to the Ministry of Education or Faculty of Education:
  - 2.5 Leave **for** teaching duties with **D.N.D.** or **C.U.S.O.**;
  - 2.6 Approved exchanges with or loan to another school authority:
  - 2.7 Leave for duties with the **Association** or the **B.C.T.F.**;
  - 2.8 Leave for elected office at the provincial or federal level.
- 3.0 For the purposes of this article, the following leaves shall not accrue seniority:
  - 3.1 Medical leave covered by the **B.C.T.F.**--~~Short-Term/Long-Term~~ Salary Indemnity Plan;
  - 3.2 Approved maternity leave beyond the period set out in the Employment Standards Act;

- 3.3 Deferred Salary Leave Plan;
- 3.4 All other approved leaves of absence;
- 3.5 Time on the district layoff/recall list.
- 4.0 A teacher whose contract is changed from temporary to continuing shall accrue seniority from the starting date of the temporary contract, providing there has been no break in the continuity of service,
- 5.0 A teacher on temporary appointment does not accrue seniority except as provided under clause 4.0.
- 6.0 For the purpose of calculating seniority, continuity of service shall be deemed to be broken by a resignation, excepting resignations for purposes of maternity or adoption prior to January 1st, 1982 followed by a **re-engagement** within a period of two years from the date of resignation. Time absent from employment pursuant to this clause shall not accrue seniority.
- 7.0 The name and starting date of each teacher employed on continuing contract will be maintained on a seniority list.
  - 7.1 The starting date is to be defined as the date on which earning of salary commenced.
  - 7.2 The seniority list is to be maintained by the Board and made available to the **P.R.S.T.A.**, and district schools.
  - 7.3 The list will be updated by October 31st and March 15th of each year.
  - 7.4 Errors in the seniority list must be brought to the attention of the Superintendent of Schools within thirty (30) calendar days of the list being published.

ARTICLE D3: QUALIFICATION FOR TEACHING POSITIONS

- 1.0 Qualification for filling a teaching position will be based on:
  - 1.1 Training:
  - 1.2 Experience as documented in the teacher's personnel file:
  - 1.3 Educational preparation and certification:
  - 1.4 Demonstrated ability.

- 2.0 A teacher shall be considered **qualified** within the teaching specialty he/she is currently assigned to and/or the teaching specialty which represents his/her primary supervisory responsibility, or
  - 2.1 by demonstrating satisfactory teaching experience in the teaching specialty within the last five (5) years, as established by an official report as described in the School Act and Regulations, or
  - 2.2 if the **following** educational preparation is verified in official university transcripts:
    - 2.2.1 a major or minor in the teaching specialty as established for layoff and recall purposes, or
    - 2.2.2 three or more university courses have been completed (equal to nine **U.B.C.** units) in the teaching specialty within the last five years. or
    - 2.2.3 two university courses have been completed (equal to six **U.B.C.** units) in the teaching specialty, with evidence of participation in a series of **professional** development workshops directly related to the teaching specialty and/or enrolment in relevant short courses or audit courses, or
  - 2.3 upon satisfactory completion of a Board approved retraining program in the teaching specialty.
- 3.0 In determining whether or not a teacher has the necessary qualifications for a position, the availability of educational courses or other retraining opportunities relevant to the position, which the teacher is willing and able to complete shall be taken into consideration.

**ARTICLE D4: APPLICATION OF SENIORITY**

- 1.0 For the purposes of this article, "**termination**", "layoff", and "reduction in total number", includes termination of teachers on continuing contracts and temporary teachers prior to the end of the term of the contract.
- 2.0 When for bona fide educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed by the board, or to eliminate or reduce the level of educational programs, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority. subject to the provision that they possess the necessary qualifications for the positions available. Transfers from one program or school to another may be initiated by the Board to facilitate the application of seniority provided the transferred teacher possesses the necessary qualifications and/or experience.

3.0 IF and when the Board of School Trustees determines that the number of principals and/or vice-principals is surplus to the needs of the district, such action will be initiated by a specific resolution of the Board. Such resolution will specify the position to be terminated and the person affected by the decision. Individuals affected by the termination of such positions shall then fall under the provisions of this article.

3.1 Where all or part of a principal's or vice-principal's assignment includes a teaching assignment, the portion of time assigned to the teaching duties shall be exempt from this article subject to Board resolution as set out in Paragraph 3.0.

4.0 Resolution of Ties

4.1 In the case of ties in calculating seniority, and after application of paragraphs 1.0 through 6.0 of Article D2, teachers having the longest service on a current continuing contract with the Board will be deemed to be senior to those having a combination of temporary and continuing contracts.

4.2 When the seniority of two or more teachers is tied pursuant to paragraph 4.1, then the teacher with the greatest combination of seniority plus time on leaves as set out in paragraph 2.0 of Article D2 will be deemed to be the most senior.

4.3 When the seniority of two or more teachers is tied pursuant to paragraph 4.2, the teacher with the greatest aggregate length of service with the Board shall be deemed to have the greatest seniority.

4.4 When the seniority of two or more teachers is tied pursuant to paragraph 4.3, the teacher with the greatest number of years recognized for salary purposes shall be deemed to have the greatest seniority.

4.5 When the seniority of two or more teachers is tied pursuant to paragraph 4.4, the tie shall be broken by draw.

5.0 The board shall give each teacher it intends to lay off pursuant to this article, a minimum of thirty (30) calendar days' notice in writing. Notice will be affected at the end of the school term, (June 30 or December 31), or at the end of a semester, with the exception of paragraph 5.1.

5.1 Where a successful appeal necessitates a subsequent layoff.

5.2 The layoff notice will contain the reason for the layoff and a list of teaching positions for which a teacher with less



seniority was retained. The Board shall concurrently forward a copy of such notice to the Association.

**ARTICLE D5: RECALL OF TEACHERS**

- 1.0 The name of a teacher who has been laid off, and who has accrued seniority, will be maintained by the district on the recall list until:
  - 1.1 the teacher has been recalled to employment, or
  - 1.2 the teacher does not accept a valid offer, or
  - 1.3 sixteen (16) months have elapsed from the effective date of layoff, or
  - 1.4 the teacher accepts a continuing teaching position in another school district.
- 2.0 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 on the recall list who has the most seniority, subject to the provisions that the teacher possesses the **necessary** qualifications for the teaching position available. If that teacher declines the offer, the position shall be offered to the teacher on the recall list with the next greatest seniority and the necessary qualifications. The process shall be repeated until either the position is filled, or the recall list has been exhausted. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article, excepting appointments to positions of administrative responsibilities.
- 3.0 A valid offer shall be defined as:
  - 3.1 the same percentage or more of employment for which the laid off teacher was engaged, and
  - 3.2 in a teaching specialty for which the teacher possesses the necessary qualifications, and
  - 3.3 in the same geographic area (Dawson Creek, Chetwynd, Kelly Lake or Tumbler Ridge) as the previous employment.
- 4.0 An offer is not valid **if** at the time such teacher would be entitled to maternity leave or is attending university.
- 5.0 A teacher who is offered **re-engagement** pursuant to this article must inform the Board whether the offer is accepted or not, within forty-eight (48) hours of receipt of the offer, exclusive of weekends and statutory holidays.

- 6.0 The Board shall **allow** fourteen (14) calendar days from an acceptance of an offer under paragraph 3.0 for the teacher to commence teaching duties, provided that, where a teacher is required to give a longer period of notice to another employer, such longer time be allowed, but must not exceed thirty (30) days.
- 7.0 Upon **re-engagement**, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if he/she held a continuing appointment at the time of layoff.
- 7.1 If the **re-engagement** assignment is for a specified term and/or for an amount of employment different from that of the teacher's position before layoff, the teacher shall maintain his/her position on the recall list.
- 8.0 Copies of the recall list will be sent to each person on that list and the Association at least once during the fall and once during the **spring** term each year.
- 9.0 Teachers on the recall list will be responsible for advising the office of the Superintendent of Schools of any changes in address or telephone number.
- 9.1 Failure to advise the office of the Superintendent of Schools of a change of address or telephone number may constitute a forfeiture of the teacher's position on the recall list.
- 10.0 A teacher who retains the right **of re-engagement** shall be entitled to make application for grants to the Professional Development Fund for the purpose of retraining for available positions and such applications shall receive preferential consideration.
- 11.0 In the selection of teachers for termination, and for purposes of recall, a part-time teacher who is senior to another teacher shall be entitled to be retrained:
- 11.1 if the junior teacher's assignment is of the same percentage of time;
- 11.2 if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it.

**ARTICLE D6: SEVERANCE PAY**

- 1.0 A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, save and except a teacher who is terminated or dismissed pursuant to sections of the School Act providing for dismissal or termination for cause may elect to receive severance pay, as set out in this article.