



B.C. Teachers' Federation

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

2235 Burrard Street Vancouver BC, V6J 3H9

TEACHER SALARY AND BONUS AGREEMENT

18 Month Period January 1, 1985--June 30, 1986

THIS AGREEMENT respecting the salaries and bonuses of teachers, made pursuant to the School Act of British Columbia, shall become effective January 1, 1985 and shall continue in force and effect until June 30, 1986, 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. 22 (Vernon)

hereinafter referred to as the "Board"

AND: Vernon Teachers' Association

hereinafter referred to as the "Association".

ARTICLE I BASIC SALARY SCHEDULE

The Board and the Association have agreed for the 1985/86 contract period. the Board will pay salaries and allowances at the rates prevailing as of December 1983.

1. Effective January 1, 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/EA	4/PC	5/PB	6/PA(M)
0	20,209	22,154	24,419	26,883
1	21,143	23,368	25,752	28,333
2	22,077	24,582	27,085	29,783
3	23,011	25,796	28,418	31,233
4	23,945	27,010	29,751	32,683
5	24,879	28,224	31,084	34,133
6	25,813	29,438	32,417	35,583
	26,747	30,652	33,750	37,033
8	27,681	31,866	35,083	38,483
9	28,615	33,080	36,416	39,933
10	29,549	34,294	37,749	41,383
11			39,082	42,833
Increments	10x934	10x1214	11x1333	11x1450

SD (Vernon)

SD

1

SD 22 (Vernon)

SOURCE	B.C.T.F.
EFF.	8/01/85
TERM.	86 06 30
No. OF EMPLOYEES	496
NOMRES D'EMPLOYÉS	496

ARTICLE II- PLACEMENT ON SCHEDULE

1. category
 - a. 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.
 - b. Teachers holding Category 2 (EB) shall be paid on the Category 3 scale two (2) levels below their actual experience as an EB up to a maximum of Category 3, Experience Level 8.
 - c. 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. Experience
 - a. 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.
 - b. Increment Date: Effective September 1, 1983 an increment will be awarded on the first of the month following the date on which the applicable experience accumulation is earned. An increment will be awarded upon the accumulation of ten (10) months of full-time teaching experience. Accumulation of partial months of experience credits will be calculated in the same manner as partial months teaching. (refer Article II-7).
 - c. Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:
 - A. Full recognition to the category maximum for experience gained in:
 1. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A.
 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.
 3. Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.

1985-1986
80-2-70160

B. 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 "A".

C. 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 in which they are paid. The Secretary-Treasurer shall evaluate such experience.

1. 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 adjustment 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.

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).

4. Category 4 (B.Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$300 in 1978 shall continue to receive said allowance.

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.

6. Salary Protection

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

7. Daily Rate of Deduction

1. a. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
b. This calculation is to be used for deductions that are outside the control of the individual teacher (ie. Government legislated reductions: withdrawal of services.)
2. a. A continuing or temporary contract teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days.
b. For purposes of Article 2(a), the prescribed days on which the teacher is on authorized leave of absence shall be deemed to be a day of work, and deductions (if any) which are authorized by this agreement or the School Act in respect of such leave of absence shall be made from the monthly payment provided in that Article.
3. In the event that a temporary or continuing contract commences on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be:

Number of days taught in month x 1 x current annual salary.
No of prescribed days in month 10

8. Pay Periods

Teachers shall be paid on the 15th (mid-month advance) and last teaching date of each month, September through June, except December. Deductions shall be made at the end of each month. Mid-month advance amounts have been calculated in relation to category and for 1985/86 are: EA - \$600; PC \$650; PB \$750; PA - \$850.

ARTICLE III -ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

In addition to their salary as per Article I 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.

1. Elementary and Secondary principals shall be paid for each teacher supervised in accordance with the following formula:

<u>No. of Teachers Supervised</u>	<u>Allowance</u>
0 - 5	\$1,053
6 - 10	845
11 - 15	358
16 - 20	344
21 - 45	287
46 +	55

2. In calculating the number of teachers supervised, the principal shall not be included.
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.
4. Principals with less than eight (8) FTE teachers supervised shall receive one (1) additional allowance in accordance with the allowance formula in #1 above,
5. Vice-principals shall be paid an allowance of 50% of the Principal's allowance.
6. Administrative Assistants shall be paid 35% of their Principal's allowance.
7. 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.
8. Other administrative and supervisory allowances shall be paid as follows:

My School Allowance	\$ 796
---------------------	--------

ARTICLE N--POSTS OF SPECIAL RESPONSIBILITY

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

1. Department Heads and other teachers assigned to similar posts of special responsibility. shall be paid a" allowance of \$1,429 per annum.
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.
3. This clause shall not require a Board to create Department Heads nor to agree to split work loads.

ARTICLE VI--GENERAL EMPLOYEE BENEFITS

The parties recognize that health and welfare benefits are a joint responsibility.

1. Eligibility for Benefits

Employees who are full time and regular part-time teachers (and including those employee groups deemed teachers for benefits application purposes) and their dependents shall be eligible for payment by the Board of its full share of the costs of all benefits provided by this agreement. regardless of the percentage of time taught, as the conditions of the benefit contract permit and as specifically provided for in the following benefit clauses.

2. Medical Plan

Effective September 1, 1983 the Board shall pay 85% of the cost Of premium for the provincial medical health plan.

3. Extended Health Benefits

Effective September 1, 1983 the Board shall pay 100% of the premium cost of a mutually agreed Extended Health Benefits Plan.

4. Dental Plan

Effective September 1, 1983 the Board shall pay 85% 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.

5. Group Life Insurance

1. The Board shall pay 100% of "et 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 Board assumes full payment of premiums for the \$500 group life retirement policies currently in force, but does not assume responsibility to initiate or pay for any further retirement policies from January 1, 1970.

- ii. The BCTF Optional Term Life Insurance Plan will be instituted by the Board effective September 1, 1981 with the teachers paying 100% of the premium cost.

6. Salary Indemnity Plan

Participation in the B.C.T.F. Teachers' Salary Indemnity 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.

7. 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.

8. 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 if there be no widow or widower to those relatives of the employee, if any, who are directly dependant on the employee's salary for their livelihood, the salary for the days taught in the month in which the employee deceased, plus one additional month's salary.

9. Maintenance of Benefits During Leave

- a. 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.
- b. The Board will continue to pay its share of the premium payments for the medical plan, EHB, 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 Plan-Short Term benefits and for one (1) further calendar year beyond the expiry of Salary Indemnity Plan-- Short Term benefits where the teacher is in receipt of benefits from the Salary Indemnity Plan-- Long Term.

ARTICLE VII--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. Refer to Professional Development Handbook.

ARTICLE VIII--CO-OP SAVINGS PAYROLL DEDUCTIONS

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

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 IX--SUBSTITUTE TEACHERS

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.
2. Secondary substituting as it relates to this paragraph is defined as substituting in the same subject area to which the teacher was assigned on a part-time basis. In the elementary schools the clause holds only for those who substitute in their own classroom.
3. Effective September 1, 1983 substitute teachers who work for a total of one hundred and eighty (180) full-time days of substitute time will receive credit for one year's teaching experience and a one step increase on the increment scale. Payment on the new experience level shall begin the following month. Temporary assignments will not be included in this calculation.

ARTICLE X--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 XI--INFORMATION

1. Copy of Agreement

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

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 XII--INTERPRETATION OF AGREEMENT

It Shall be the responsibility of the Secretary-Treasurer of the Board to interpret the 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 a" appeal.

ARTICLE XIII--JOINT COMMITTEE

1. Formation

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

2. Purpose

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

3. In the event that the Joint Committee is unable to come to a majority decision a mutually acceptable seventh (7th) member shall be added to the Committee. A majority decision by this Seven member Joint Committee shall be binding on both parties. but in no event shall the Seven member Joint Committee have the power to alter. modify or amend this agreement in any respect.

4. I" the event that the Joint Committee cannot agree on a seventh (7th) member within 30 days the principal of Okanagan College shall be asked to appoint that seventh (7th) member.

ARTICLE XIV--PORTABILITY OF SICK LEAVE

Teachers transferring between District No. 14, 15, 17, 21, 22, 23, 77, or 89 after January, 1976, shall be credited by the new employing District with 50% of the Sick leave accumulation on record in the former employing District provided such transfer is effected within a period of three (3) months and further provided there is a" agreement between the new employing District and the former employing District for reciprocal treatment of portability of sick leave.

As of the date of signing the terms and conditions of the foregoing agreement are subject to approval by the commissioner of the Compensation Stabilization Program.

Signed at Vernon, British Columbia. this 28 day of June. 1985.

School District No. 22 (Vernon) Vernon Teachers' Association

In the presence of:

Witness

APPENDIX A

POSTS OF SPECIAL RESPONSIBILITY

Level 1- \$1,812 Teaching Chef- Vernon Secondary School Cafeteria

Level 2- \$2,717 Resource Teacher- Career Education
Resource Teacher- District Resource Centre
Resource Teacher- ETV
Resource Teacher- Primary & Enrichment
Resource Teacher- Programs for Exceptional Children

Level 3- \$3,623

Level 4 - \$4,832

Level 5 \$13,286 supervisor of Instruction. Special Services
Supervisor of Instruction, Teaching and Learning Resources
supervisor of Instruction. Curriculum

AGREEMENT RELATED TO REEMPLOYMENT OF TEACHERS

ON TEMPORARY CONTRACTS

BETWEEN: The Board of School Trustees
of school District No. 22 (Vernon)

(hereinafter referred to as the "Board")

AND: The Vernon Teachers' Association

(hereinafter referred to as the "Association")

The Board and the Association agree that the Board has the right to establish as many full time equivalent temporary positions as there are full time equivalent teachers on leaves of absence in any given year and in addition the Board has the right to hire teachers on a temporary basis for the duration of a temporary program.

The Board and the Association further agree that consideration for the re-hiring of teachers on temporary appointments shall be:

- i. aggregate length of temporary service in the employment of the Board of teachers eligible to be reemployed;
- ii. the qualifications of the teachers as related to the position(s) available.

PROCESS

- a. That the Board develop a Reemployment List for Temporary Teachers based on Aggregate Temporary Service to the District.
- b. When a temporary position or positions become available, the District shall recall and place teacher(s) from the temporary list who have the longest aggregate temporary service with the District provided that the teacher or teachers possess the necessary qualifications for the position(s) available. If those teachers decline the assignments, the position(s) shall be assigned to the temporary teacher(s) with the next longest aggregate temporary service and the necessary qualifications. The process shall be repeated until the position(s) are filled.
- c. Necessary Qualifications means that the teacher either has the necessary academic qualifications as proven by university records or has adequate experience in a similar position as prove" by their documentation.
- d. It is understood that the recall and placement of teachers on continuing appointments shall take precedence over the appointment of temporary teachers.

- e. It is the responsibility of each temporary teacher to provide a current address and telephone number to the District.
- f. The right of reemployment and recognition of temporary service shall be forfeited if:
 - i. offers of two different positions are declined:
 - ii. the teacher(s) has not been **re-engaged** within **36** months of the terminal date of the last temporary appointment.
 - iii. the teacher has accepted a continuing appointment in another school district
- g. Within seven calendar days of **re-employment** of a temporary teacher, another teacher with more service who considers that he/she has the necessary qualifications for that teaching position, may appeal in Writing to the Joint Committee. A majority decision **of** that Committee shall be final and binding. In the event that no majority decision is reached the decision shall be subject to the procedure for the interpretation and enforcement as set out in the Teacher Salary and Bonus Agreement (1984 Section 13). Any teacher identified for recall under this agreement shall, in the first instance, be offered a substitute teaching assignment for the prescribed period necessary to complete the appropriate appeal procedures. It is understood that any subsequent offer **of** a temporary appointment to that teacher will be back-dated to the first teaching day of that assignment.
- h. The foregoing conditions of reemployment of temporary teachers shall only apply after a teacher has completed a **recognized school** year. (minimum of **8** months) has been judged satisfactory in a principal's evaluation report and has been reappointed to another appointment.
- i. i. By no later than October **15** each year, the Assistant Superintendent shall provide to the **V.T.A.** a list of all Temporary Appointments and all the vacancies as per the School Act. In so doing the Assistant Superintendent shall identify the number of Temporary Appointments above the number of vacancies: if any.
 - ii. Should an excess number of Temporary Appointments be identified, continuing appointment shall be offered on a seniority basis to the Temporary Teachers until there again is a balance. These continuing appointments to be retroactive to September 1 of that school year.
- j. Any Temporary Teacher appointed for the fifth (**5th**) year to a temporary assignment shall be offered a continuing appointment effective September 1 of that school year.

k. A teacher who retains rights of recall pursuant to paragraph "a" shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the Board/Association Salary Agreement by payment of the full cost of such benefits to the Board.

Payments for desired benefit coverage will be in full and in advance covering periods of two months. Benefit coverage payments must be received at least **10** days in advance of **expiry** otherwise coverage will be cancelled. It will be the responsibility of the teacher to ensure that the costs of benefit coverage are not in arrears.

This Agreement shall expire on June **30, 1988**.

Signed this **17th** day of May, **1985**.

On behalf of:
The Board

The **V.T.A.**

Witness to both signatures

AGREEMENT RELATED TO TEACHING SENIORITY

SECURITY AND SEVERANCE

Between: The Board of School Trustees
of School District No. 22 (Vernon)

hereinafter referred to as the "Board"

And: The Vernon Teachers' Association

hereinafter referred to as the "Association"

The parties agree as follows:

1. PRINCIPLE OF SECURITY

The Board of school Trustees and the Vernon Teachers' Association agree that increased length of service in the employment of the Board entitles teachers to a commensurate increase in security of teaching employment.

2. DEFINITION OF SENIORITY

For purposes of this Agreement, seniority shall be defined to be a teachers's total uninterrupted service in the employment of the Board. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time teaching. For the purposes of calculating length of service while on temporary appointment, the aggregate length of temporary appointments shall be used to establish the teacher's placement when given a continuing appointment. A teacher's seniority will be deemed to have begun on his/her first day of paid service as a continuing teacher adjusted by the aggregate length of temporary appointments prior to receiving the continuing appointment.

3. APPLICATION OF SENIORITY

- a) When the seniority of two or more teachers is equal pursuant to paragraph 2, the teacher with the greatest aggregate length of service with the Board shall be deemed to have the greatest seniority.
- b) When the seniority of two or more teachers is equal pursuant to paragraph 3(a), the teacher with the greatest number of days of substitute teaching with the Board, prior to appointment, shall be deemed to have the greatest seniority.
- c) When the seniority of two or more teachers is equal pursuant to paragraph 3(b), the teacher with the greatest aggregate length of service with another school authority recognised for salary experience purposes in the Salary Agreement shall be deemed to have the greatest seniority.

d) When the seniority of two or more teachers is equal pursuant to paragraph 3(c), the teacher whose letter of acceptance to the Board and the earliest "Received- stamp shall be deemed to have the greatest seniority.

e) Leaves of absence in excess of one month shall accrue toward length of service and be part of the teacher's uninterrupted service with the Board only in the following cases:

- i. maternity leave
- ii. educational leave
- iii. parenthood leave
- iv. leave for duties with the Association or the British Columbia Teachers' Federation.
- v. **secondment** to the Ministry of Education, a Faculty of Education, or pursuant to a recognised teacher exchange program.
- vi. long-term sick leave
- vii. leave for teaching with the Department of National Defence or Canadian Universities overseas.
- viii. **3-4-5 Plan**
- ix. leave to serve as an elected Public official.

N.B. Approved Leave of Absence for reasons other than those noted above granted prior to January, 1983, shall be given seniority credit.

f) For the purpose of this Agreement service shall not be interrupted by involuntary **termination** and **re-engagement**, however the accrual of seniority will cease as of the date of termination and will not resume until the date of **re-engagement**. Once a teacher's right to recall is lost pursuant to Section 6(e) of this Agreement service is deemed to be interrupted.

Termination means termination by the Board of teachers on **continuing** contracts. Terminations for just and proper cause (Section 122 and 123 of the School Act) constitute interruption of service.

g) Teachers who have concerns about their **seniority** should apply to the Joint Committee for confirmation of their status. By definition, the Joint **Committee** shall consist of:

1. Three representatives of the Board of School Trustees.
- ii. Three representatives from the Vernon Teachers' Association.

A majority decision of that Committee shall be final and binding. In the event that no majority decision is reached, the decision shall be subject to the **procedure** for the interpretation and enforcement of this Agreement as set out in Section 14.

- h) The seniority list will be developed by the Board's administrative staff in consultation with the Executive of the Vernon Teachers' Association. This list will be updated as of October 1 of each school year and a copy distributed to each school by November 1. This list shall include all continuing teachers in the employ of the Board.

4. DEFINITION OF QUALIFICATIONS

- a) In this Agreement, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the certification, training, education or experience of a teacher that that teacher will be able to perform the duties of the position in a manner acceptable to the Superintendent of Schools following a reasonable period of familiarisation.
- b) Should any question arise as to whether a teacher does or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Committee. A majority decision of that Committee shall be final and binding. In the event that no majority decision is reached, the decision shall be subject to the procedure for the interpretation and enforcement of the Agreement, as set out in Section 14.

5. SECURITY OF EMPLOYMENT BASED ON SENIORITY AND QUALIFICATIONS

- a) When for educational, budgetary or other reasons the Board determines that it is necessary to reduce the total number of teachers on a continuing contract, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.
- b) The Board shall give each teacher it intends to terminate pursuant to this Agreement 30 days notice in writing, such notice to be effective at the end of a school term (terms are considered to end December 31 and June 30). Teachers to be terminated pursuant to this Agreement at any time other than at the end of a term will be given 60 days notice of termination. In all cases this notice will contain the reason for the termination, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association.

6. TEACHERS RIGHT OF RECALL

- a) 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 laid off pursuant to this Agreement, provided that 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 process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this Agreement.

- b) It shall be the responsibility of each teacher to keep the Board informed of changes of name, address and phone numbers.

All notices, offers and other **communications** which may or shall be given under the terms of this Agreement shall be in writing and shall be sufficient when given by personal delivery or registered letter, postage prepaid and mailed in a Canada Post Office and addressed to the party to whom such Notice is to be given at the address as the teacher may notify the Board of in writing and any such **Notice** shall be effective as of the date of such personal delivery or on the third day following the date of such posting.

- c) A teacher who is offered recall pursuant to paragraph 6(a) shall inform the Board whether or not the offer is accepted in accordance with the School Act.
- d) The Board shall **allow 10** days, if necessary, from an acceptance of an offer under paragraph 6(b) for the teacher to commence teaching duties, provided that: where the teacher is required to give a longer period of notice to another employer, such longer period may be allowed.
- e) A teacher's right to recall under this Agreement is lost:

- i. If the teacher elects to receive severance pay within fifteen months of the lay-off, or
- ii. If the teacher refuses to accept two (2) positions for which he/she possesses the necessary qualifications, or
- iii. Three (3) years elapse from the date of lay-off under this Agreement and the teacher has not been **re-engaged**, or
- iv. If the teacher has accepted a continuing appointment in another school district.

- f) Upon re engagement, a teacher shall retain his/her former continuing appointment recall status even though the recall assignment may be for a specified term and/or for an amount of employment different from the continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary assignments without jeopardising the teacher's right to recall otherwise contained in this Agreement.
7. A teacher recalled pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of lay-off.
8. A teacher who retains rights of recall pursuant to paragraph 6 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the Board/Association Salary Agreement by payment of the full cost of such benefits to the Board. Payments for desired benefit coverage will be in full and in advance covering periods of two months. Benefit coverage payments must be received at least 10 days in advance of expiry otherwise coverage will be cancelled. It will be the responsibility of the teacher to ensure that the costs of benefit coverage are not in arrears.
9. The net school or district vacancies created will be filled by following the District's Required Transfer Procedures.
10. The Board reserves the right to exclude from the provisions of this Agreement those teachers classified as administrators or teachers in posts of special responsibility, (as per the Teacher Salary and Bonus Agreement) as long as such teachers remain in their assigned positions.

SEVERANCE PAY

11. 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 at any time before the teacher's right pursuant to paragraph 6e(1), Seniority. Teachers' Right to Recall, is lost.
12. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service to a maximum of one year's salary.
- a) Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.
13. A teacher who receives severance pay pursuant to this Agreement and who, is subsequently rehired by the Board, shall retain any payment made under the Terms of this Agreement, and in such case, for purposes of Section (2) of this Agreement, the calculation of years of service shall commence with the date of such rehiring.

INTERPRETATION

14. a) In the event that the Joint Committee is unable to come to a majority decision a mutually acceptable seventh (7th) member shall be added to the Committee. A majority decision by this seven member Joint Committee shall be binding on both parties, but in no event shall the seven member Joint Committee have the power to alter, modify or amend this Agreement in any respect.
- b) In the event that the Joint Committee cannot agree on a seventh (7th) member within 30 days, the principal of Okanagan College shall be asked to appoint that seventh (7th) member.

AMENDING PROCEDURE

By February 1 of any year either the Board or the Association may notify the other of their wish to amend the Agreement.

If no resolution results by May 1 of that year the current Agreement shall continue in force and effect from year to year thereafter unless either party gives notice in writing by February 1 to the other party of its desire to modify the Agreement.

Signed on this 17th day of May, 1985.

The Board of School Trustees

The V.T.A.

Witness to both signatures