

IN THE MATTER OF AN ARBITRATION  
Under the Labour Relations Code

BETWEEN:

BC Public School Employers' Association /  
The Board of School Trustees of School District No. 39 (Vancouver)

EMPLOYER

AND:

BC Teachers' Federation / Vancouver Elementary School Teachers' Association

UNION

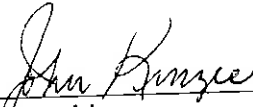
GENERAL  
Layoff Recall  
BCTF File #391-2013-0003; Local File #13014

CONSENT AWARD

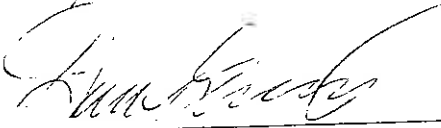
1. "Service" for the purposes of Article 14. L (Severance) includes:
  - a) All service on continuing appointment.
  - b) All service on term or temporary appointments including service during the summer.
  - c) Time on paid and unpaid leaves except for:
    - i. Personal leaves unrelated to study;
    - ii. Deferred salary leave
2. For instructors, work in excess of 950 hours in a school year (July 1 to June 30) will be credited with more than 1.0 FTE service in proportion to the extra amount worked.
3. Severance shall be calculated based on the employees' full-time (1.0) salary at the time ~~the employee elects to receive severance~~. For the sake of clarity, an instructor who worked 1200 hours in a year would receive 1.26 aggregate service FTE credit for that year. This would result in the following calculation:  $1.26 \text{ FTE} \times 10\% \times (950 \times \text{applicable hourly rate})$ . The same calculation will apply to Instructional Assistants, except that 1 FTE aggregate service equals 1400 hours. The above calculation shall be performed first in relation to instructor hours and only continued for instructional assistant hours if the severance cap is not reached.
4. This agreement will be retroactive to all employees laid off effective June 30 2013 and to all subsequent layoffs. The employer will recalculate severance for any individuals who have elected severance and shall pay additional severance if required by this agreement. The employer will not recover any amounts paid in excess of what is required by this agreement.

5. This agreement is without prejudice or precedent to the position of either party on any other matters or on similar matter in other districts.
6. John Kinzie will retain jurisdiction over any issues regarding the interpretation or implementation of this award.

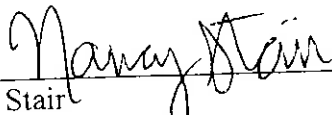
Signed May 28, 2015.



John Kinzie, Arbitrator



Dan Graves, President  
Vancouver Elementary School Teachers' Association



Nancy Stair  
Human Resources, Labour Relations  
Vancouver School Board, School District No. 39 (Vancouver)