

(c) Where a teacher is at the maximum of his scale and is placed on a probationary appointment under the terms of the School Act, Regulation No. 57, he may have one increment withdrawn on the following September 1st and may not have the increment reinstated until the appointment becomes a continuing contract pursuant to the Act. provided that this subsection does not contravene any present or future provisions of the School Act.

(d) In any case where an increment is to be withheld pursuant to subsection (b) or withdrawn pursuant to subsection (c), the Board will inform the teacher concerned and the Agreements Committee of the Association in writing within 15 days. Any teacher whose increment has been withheld or withdrawn may appeal the decision to the Joint Teacher/Trustee Committee. The Joint Teacher/Trustee Committee shall meet within 15 days of receiving notification that an appeal is to be made regarding the withholding or withdrawing of an increment in accordance with subsections (b) or (c) and a decision shall be made within 3 days of the Joint Teacher/Trustee Committee meeting.

Any Loss of salary shall be made good if an appeal is successful.

Notification of the Board's intention to withhold or withdraw an increment is to include:--

- (i) A statement of the detailed reasons for the action.
- (ii) A statement of the assistance offered to the teacher.

(e) To qualify for an increment. a teacher must teach at least eight months during a school year (i.e.. eight months of full-time teaching or 8/10ths time for ten months if the appointment is a part-time position). Part-time teachers engaged in a regular teaching assignment qualify for experience credit proportionate to the percentage of time they are employed. with the requirement that for one year's credit the cumulative percentage of time over a number of years must equate to eight months' full-time employment. This subsection does not apply to substitute teachers.

(f) Teachers on exchange or leave of absence to attend an educational institution will be credited with the usual increments.

4. Reclassification

Reclassification of a teacher in consequence of additional training. and salary increases resulting from such reclassification. shall take effect on the date of the new certificate issued by the Minister of Education or on the date of the reclassification to a new category issued by the Teacher Qualification Service.

To avoid any loss of salary due to unavoidable delay in receiving new reclassification, any teacher having completed the required courses to qualify for reclassification shall notify the Board in writing before September 30th or January 31st, submitting proof that he or she has made application for reclassification.

5. Salary Protection

Except as provided in Section 3 of this Article, no teacher presently on staff shall incur a reduction in salary because of the implementation of this Agreement.

6. Substitute Teacher Rates

Teachers substituting for not more than two consecutive days for any one teacher are paid at a rate of \$64.68 per day. Cm September 1, 1985, and in each subsequent year, this rate is to be increased by the average percentage increase on the minima of the salary scales.

Teachers substituting three or more consecutive days for any one teacher shall receive the above rate for the first two days. and for the third and subsequent consecutive days shall receive for each day taught 1/200th of the zero point of the current salary scale to which their British Columbia certificate or T.Q.S. category entitles them. Substitute teachers holding a certificate other than a current British Columbia certificate shall be placed on Scale 3/0.

When a teacher substitutes for a period of one month or more for a teacher on leave of absence for extended illness or other cause, a temporary appointment may be made. In such cases, the substitute teachers shall receive full salary in accordance with certification and experience.

7. Rates for Temporary or Continuing Appointments beginning or ending part way through a month. and Daily Adjustment Rate

Where a temporary or continuing appointment begins or ends part-way through a month. the teacher shall be paid the greater of the following amounts:

- (a) 1/20th of regular monthly salary for each day taught: or
- (b) full regular monthly salary less 1/20th of the salary for each day not taught.

Where a teacher is absent from work for reasons which necessitate a salary deduction, the deduction will be made at the rate of 1/20th of regular monthly salary for each day not taught.

ARTICLE II--ADMINISTRATIVE SALARY ALLOWANCES

1. supervisors

A Supervisor shall receive an annual allowance above scale of 20% of the Category 6 median (\$7,137). In addition, a Supervisor shall receive three additional increments of 5% of the Category 6 median (\$1,784) for experience as a Supervisor in School District No.47. The first increment is payable after one year's experience, the second after two years' experience. and the third after three years' experience.

2. Principals and Vice-Principals

Principals will be granted an annual allowance above scale in accordance with the following schedules:--

(a) Elementary Principals

FTE Enrolment	Years of Experience	
	0	1
0-100	10% Cat. 6 Max. (\$4,356)	12% Cat. 6 Max. (\$5,227)
101-200	18% Cat. 6 Max. (\$7,841)	20% Cat. 6 Max. (\$8,712)
201-300	20% Cat. 6 Max. (\$8,712)	22% Cat. 6 Max. (\$9,584)
301-400	22% Cat. 6 Max. (\$9,584)	24% Cat. 6 Max. (\$10,455)

Years of Experience

Enrolment

2

3

0-100	14% Cat. 6 Max. (\$6,099)	16% cat. 6 Max. (\$6,970)
101-200	22% Cat. 6 Max. (\$9,584)	24% cat. 6 Max. (\$10,455)
201-300	24% Cat. 6 Max. (\$10,455)	26% Cat. 6 Max. (\$11,326)
301-400	26% Cat. 6 Max. (\$11,326)	28% Cat. 6 Max. (\$12,197)

(b) Secondary Principals

Secondary Principals shall receive the following:

Brooks Junior Secondary School	- 48.8% of Cat. 6 median (\$17,415)
Max Cameron Secondary School	- 48.8% of Cat. 6 median (\$17,415)
Texada Elementary & Junior secondary school	- 24% of Cat. 6 median (\$8,565)
Oceanview Junior Secondary School	- 48.8% of Cat. 6 median (\$17,415)

(c) Vice-Principals

Vice-Principals shall receive 60% of the allowance received by the Principal of the school in which they teach.

(d) Secondary Principals' Increments

Principals and Vice-Principals of secondary schools shall receive three additional increments of 2% of the Category 6 median (\$714) each for experience as principals and/or vice-principals in public schools of three or more teachers supervised.

The first increment is payable after one year's experience. the second after two years' experience, and the third after three years' experience. Half credit shall be given for experience gained outside school District No. 47 but within Canada.

These increments shall be automatic and shall take effect on September 1st unless inefficient work and unsatisfactory professional growth are evidenced by a written report of the Superintendent of Schools.

3. Head Teachers' Allowances

A Head Teacher shall be granted an annual allowance of 1% of the Category 6 median (\$357) for each teacher assigned to the school in which the Head Teacher serves.

4. Department Heads' Allowances

Teachers designated as Department Heads will be granted an annual allowance. In any given school the allowance may be either

- (a) 7% of the Category 6 median (\$2,498) for each designated department head where the number of department heads corresponds to Board policy. or,
- (b) an equal share per designated department head, where the number of such department heads is greater than the number allowed by Board policy. of the amount available calculated by multiplying 7% of the Category 6 median by the number of allowed department heads.

5. Consultants' Allowances

Teachers designated as Consultants will be granted an annual allowance of 7% of the Category 6 median (\$2,498).

6. Co-ordinators

The Co-ordinator of Curriculum Resources shall receive an annual allowance of 20% of the Category 6 median (\$7,137).

ARTICLE III--BONUSES

1. Isolation Bonus

Teachers at Texada School shall receive an annual isolation bonus of \$400.00.

ARTICLE IV--GENERAL

1. Each teacher shall receive a copy of this Agreement.

2. Professional Development

- (a) The Board shall establish a fund for the purpose of promoting professional development of the teaching staff of School District No. 47.

- (b) The total amount to be placed in this fund by the Board shall be calculated by multiplying the number of full-time equivalent teachers as of October 31st in the previous year by \$240.77. In addition, 10% of this amount will be contributed to the fund by the Powell River District Teachers' Association. on January 1, 1986, and in subsequent years, the amount per teacher shall change by an amount equal to the average percentage change on the salary schedule. The sharing of this change will be in the same proportion as the sharing of the basic amount. In addition, the cost of substitutes and/or replacements for those teachers granted any professional development leave shall be borne by the Board.

- (c) The fund shall be administered according to bylaws approved by the Board and the Association. The fund shall encompass but shall not be restricted to the following professional activities:

- (i) Short term in-service courses of 3 days or less in duration.
- (ii) Long term courses of more than 3 days' duration.
- (iii) Educational Improvement Leave.

3. Joint Teacher/Trustee Committee

A Joint Teacher/Trustee Committee, consisting of 3 representatives of the Association and 3 representatives of the Board shall be established. This committee shall meet to recommend to the parties to this Agreement a resolution to any alleged violation or question of interpretation or application of this Agreement, or to recommend a salary and/or allowance for any new teaching or administrative position for which there is presently no provision, prior to such position being filled.

All meetings of the Joint Committee shall be under the chairmanship of a member of the Board and a member of the Association alternately. The secretary shall be the Secretary-Treasurer of the Board who shall not have a vote.

Appeals to the Joint Committee must be made in writing. A meeting of the Joint Committee shall be held within 10 days of the date on which either party notifies the other in writing of its desire to convene a meeting.

If the parties to this Agreement fail to ratify a resolution to the appeal within 30 days of the issuance of the request for a meeting of the Joint Committee, the matter or matters shall be referred to a single arbitrator whose decision shall be final and binding on both parties.

The party which first requested the meeting of the Joint Committee shall notify the other party in writing of the referral to arbitration and shall propose names of persons acceptable to it as arbitrator.

If the parties are unable to agree upon a mutually satisfactory arbitrator within 14 days of the notice of referral to arbitration, either party may apply to the Minister of Labour of B.C. who shall be **authorized** to appoint a" arbitrator.

Each party shall bear its **own** costs, and the costs of the arbitrator shall be shared equally.

4. Medical Insurance

Teachers may participate in the B.C. Medical Plan effective upon appointment. The costs of such membership shall be borne **10%** by the teacher concerned and **90%** by the Board. Those covered by the Plan contracted by the District from **M.S.P.** shall also have Extended Health Benefits underwritten by Mutual of **Omaha** which will include these additional benefits.

- (a) hospital benefit
- (b) hearing aids
- (c) vision care with a maximum claimable of **\$50** every 2 years and contact lens life limit of **\$200**
- (d) **\$50,000** lifetime maximum.

5. Group Life Insurance

Participation in the **BCTF/BCSTA** Group Life Plan "A" is a condition of employment for all teachers appointed on or after September 1, 1962. **90%** of the premium will be paid by the Board.

6. Dental Care Plan

Teachers may participate in a Dental Care Plan, underwritten by Mutual of **Omaha**, the cost of which will be borne **10%** by the teacher concerned and **90%** by the Board with coverage as described below:

- Part 1 (A) **100%** of dental fee (basic)
- Part 2 (B) **50%** of dental fee (crowns, bridges, dentures)
- Part 3 (C) **50%** of dental fee (orthodontic) with a **maximum** lifetime benefit of **\$1,500** per **family** member.

7. Long-Term Disability Salary Continuance Plan

Pursuant to the regulations of the **BCTF** Salary Indemnity Plan, the Board will participate by deducting and forwarding appropriate premiums to the **BCTF**.

8. Medical Insurance, Extended Health Benefits, Group Life Insurance and Dental Plan

The Board and the teacher shall continue to contribute their respective share of the cost of maintaining all the above fringe benefits during the period the teacher is on medical leave of absence. The period of coverage shall not exceed 2 years following the **expiry** of statutory sick leave.

9. Salary Negotiations

All salary negotiations shall be by way of the Agreements committee of the Powell River District Teachers' Association and the Salary Committee of the Board, or its nominee.

10. Provision of a List of Teachers' Salaries

The Board shall make available to the **Powell** River District Teachers' Association a list of teachers, the nature of their appointment (temporary or continuing) and salaries paid to them by October 1 of each year.

ARTICLE V--SECURITY, SENIORITY, SEVERANCE PAY

1. Principle of Security

(a) The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in security of teaching employment. The application of this principle is to the District as a whole.

2. Definition of Seniority

(a) In this article, "seniority" means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

(b) **When** the seniority of two or more teachers is equal pursuant to paragraph 2(a), the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

(c) **When** the seniority of two or more teachers is equal pursuant to paragraph 2(b), the teacher with the greatest aggregate length of service with another school authority **recognized** for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

- (d) When the seniority of two or more teachers is equal pursuant to paragraph 2(c), the teacher whose letter of acceptance of an appointment to this district bears the earliest date. shall be deemed to have the greatest seniority.
- (e) When the seniority of two or more teachers is equal pursuant to paragraph 2(d), the question of order of seniority shall be referred to the Joint Teacher/Trustee Committee established under Article IV 3 for resolution. This committee shall have made available to it all pertinent teaching experience information.
- (f) For the purposes of this article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
- (i) maternity leave;
 - (ii) educational leave as determined by the Board, subject to appeal to the Joint Teacher/Trustee Committee;
 - (iii) leave for duties with the Association or the British Columbia Teachers' Federation;
 - (iv) secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange programme;
 - (v) long-term sick leave;
 - (vi) leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - (vii) leave to serve as an elected public official;
 - (viii) a personal leave of up to one year commencing some time between January 1, 1985 and December 31, 1987.
- (g) For the purposes of this article. continuity of service shall be deemed not to have been broke" by resignation for purposes of maternity followed by re-engagement within a period of three years. or by termination and re-engagement pursuant to this article.

Definition of Qualifications

- (a) In this article. "necessary qualifications" in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one or more of the following:
- (i) A university teaching major or its equivalent. directly related to the teaching position, or
 - (ii) substantial teaching experience in a similar position during the past five (5) years, or
 - (iii) a reasonable expectation by those responsible for teacher assignment that the teacher will be able to perform the duties of the position. and a written commitment by the teacher to undertake a Pro-D programme related to the position to achieve the qualified status required in 3(a) (1) within two (2) years of accepting the position.

- (b) should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Teacher/Trustee Committee.

4. Security of Employment Based on Seniority and Qualifications

- (a) 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, 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 and the Association agree that the Board may use the powers conferred on it pursuant to Section 120(1) of the School Act to implement the provisions of paragraph 4(a).
- (c) Nothing in paragraph 4(a) or 4(b) shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- (d) The Board shall give each teacher it intends to terminate pursuant to this article sixty (60) days' notice in writing. such notice to be effective at the end of a school term, and to contain the reason for the termination. Information on positions held by less senior teachers will be available to teachers in receipt of termination notices and the Powell River District Teachers' Association through the Superintendent's Office.

5. Teachers' Rights of Re-engagement

- (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 terminated pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer. the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications. and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.
- (b) It shall be the responsibility of each teacher to keep the Board informed of his or her current address.
- (c) A teacher who is offered re-engagement pursuant to paragraph 5(a) shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.

(d) The Board shall allow ten (10) days from an acceptance of an offer under paragraph 5(c) 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 shall be allowed.

(e) A teacher's right to re-engagement under this article is lost:

- (i) if the teacher elects to receive severance pay under paragraph 9 of this article:
- (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 termination under this article and the teacher has not been re-engaged;
- (iv) if the teacher obtains a continuing teaching position in another school district.

(f) Subsection (e)(ii) does not apply if, at the time of such offers. the teacher would be entitled to maternity leave or is attending university.

(g) 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 termination. Acceptance Of a temporary position with the Board would not jeopardise the teacher's right to remain on the re-engagement list.

6. Seniority List

The Board shall. by October 15 of each year. forward to the Association a list of all teachers employed by the Board. in order of seniority calculated according to paragraph 2, setting out the length of seniority as of September 1 of that year.

7. Sick Leave

A teacher re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.

8. Benefits

A teacher who retains rights of re-engagement pursuant to paragraph 5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board.

9. severance Pay

(a) A teacher on continuing appointment who has one or more years of continuous employment and a teacher on temporary appointment who has two (2) or more years continuous employment and who is terminated or not re-employed, save and except a teacher who is terminated, dismissed or not re-employed pursuant to Section 107, 122 or 123 of the School Act. may elect to receive severance pay at any time before the teacher's right to re-engagement pursuant to Article V, section 5 is lost.

(b) Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service. or a portion thereof, with the Board. to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.

(c) A teacher who receives severance pay pursuant to this article and who. notwithstanding paragraph 5, is subsequently rehired by the Board. shall retain any payment made under the terms of this article, and. in such case. for purposes only of section (b) of this paragraph, the calculation of years of service shall commence with the date of such r-e-hiring.

SIGNED:

For the Board of School Trustees.
School District #47 (Powell River)

For the Powell River District
Teachers' Association

Chairman of the Board

Chairman. Agreements Committee

Secretary-Treasurer

President of the Association

POWELL RIVER AND DISTRICT TEACHERS' ASSOCIATION

SCHOOL DISTRICT NO. 47

October 30, 1985

LETTER OF UNDERSTANDING

1985 - 1986 Agreement

It is agreed that the terms of the "transitional period" contract dated June 6, 1985 shall be extended for the period July, 1985 to June 30, 1986 without amendment. The Board and the Association will notify the Minister of Education and seek extension of the May 15 deadline under Bill 35. It is also agreed that there is no need to reproduce more copies of the Agreement.

Signed at Powell River B.C. November 7, 1985.

Board of School Trustees of
School District No. 47 (Powell River)

Powell River District
Teachers' Association

Chairman of the Board

President

Secretary-Treasurer

Agreements Chairperson