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# B.C. Teachers' Federation

(604) 731 8121 1 800 663-9163

2235 Burrard Street Vancouver BC V6J 3H9

## SALARY AGREEMENT

January 1, 1985 to June 30, 1986

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 7 (NELSON)

Hereinafter referred to as "the Board"

OF THE FIRST PART

AND:

THE NELSON DISTRICT TEACHERS' ASSOCIATION

Hereinafter referred to as "the Association"

OF THE SECOND PART

### ARTICLE I--APPLICATION, INTERPRETATION AND TERM OF AGREEMENT

#### 1. Variance Committee

A Variance Committee shall be established composed of two representatives of the Association plus resource persons and two representatives of the Board plus resource persons. Any teacher, the Association, or the Board may raise any question of interpretation, application or alleged violation of any provision of this agreement.

#### Step 1 -

By stating in writing to the Management Committee and the Secretary of the N.D.T.A. their position and if a mutual settlement is not arrived at within thirty (30) days, then:

#### Step 2

The question is referred to the variance committee in writing. Should the matter not be resolved at this level within thirty (30) days, then:

#### Step 3

The item is referred to a mutually agreeable single arbitrator whose decision will be binding on both parties. A meeting with this single arbitrator must be scheduled within thirty (30) days after the conclusion of step 2. Each party to the arbitration will bear the cost incurred on its behalf and the cost of the arbitrator will be shared equally.

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#### 2. Term of Contract

This agreement shall come into effect on January 1, 1985.

#### 3. No-Cut

No teacher shall suffer a reduction in the basic salary because of the coming into effect of this agreement, except as provided in Article II-5.

### ARTICLE 11--SALARY SCHEDULE

#### 1. Salary Category

- a. Except as specified in subparagraphs 2 and 3 of this article, the salary category of all teachers will be verified by the most recent evaluation of the Teacher Qualifications Service. Verification is the responsibility of the teacher.
- b. The salary category for teachers receiving their certifications prior to January 1, 1969, shall be established in accordance with Section 6:10 of the Teachers' Qualification Service Bulletin dated September 1, 1971.

2. All persons falling under category 6 but who do not hold a Masters' Degree shall be paid in accordance with Category 6 without deduction.

#### 3. Letters of Permission

Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of university training shall be placed on the category equivalent to the number of their years of university training.

Persons holding Letters of Permission (LP) whose years of preparation cannot be equated to years of university training shall receive a salary as determined by the Variance Committee. Placement not to exceed Category 4 of this Agreement.

#### 4. certification and Experience

To be recognized as valid, experience must have been gained in the public school system in B.C. or schools run by similar authorities elsewhere.

- a. Salary increments shall be granted on the basis of one increment for each Board appointed ten months full-time equivalent teaching experience gained within the past three years within the jurisdiction of school District No. 7 (Nelson). salary increments shall be calculated and paid on September 1st and February 1st.

SOURCE	B.C.T.F.
EFF.	01/01/85
TERM.	30/06/86
NO. OF EMPLOYEES	250
NOMINAE EMPLOYEES	
D. EMPLOYEES	

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- b. Service in Provincial Government schools or institutions or on the Staff of the Ministry of Education is recognized as experience.
  - c. Years of experience as a journeyman may be recognized as years of teaching experience (up to three) for a teacher teaching technical or vocational courses requiring more than half his teaching time.
  - d. Teaching experience gained outside the Province of British Columbia: full credit for the first five years and one year's credit for each two years in excess of five (5) up to the maximum provided in Article II-5.
5. experience

Retroactive pay for teaching experience and salary category will be paid providing the necessary documentation has been received by the Board within a four (4) month period of date of appointment or employment. If proof of experience has not been received within a four (4) month period of date of appointment or employment, payment will commence the first day of the month following receipt of proof.

6. Increments

- a. The Board may withdraw one (1) increment if the teacher is at maximum or withhold one (1) increment if the teacher is not at maximum when the reports of the superintendent of Schools indicate less than satisfactory performance.
- b. In any case where an increment is to be withheld or withdrawn pursuant to subsection (a), the Board shall give the teacher concerned written notification on or before April 25th. The statement of reasons shall contain details of previous assistance offered to the teacher and details indicating prior notification of such action. The teacher may appeal the decision to the Variance Committee (Article I-2).

Any teacher whose increment has been withdrawn shall be returned to scheduled payment as of September 1st or any subsequent year in which a satisfactory report is given by the Superintendent of Schools.

7. Salary Schedule

The basic salary schedule for the teachers employed by the Board shall, for the eighteen months commencing the 1st day of January 1985 be in accordance with Schedule 'A'.

8. Category 2 Discontinued

Any teacher holding Category 2/EB-9 (maximum salary) December 31, 1981, shall be paid on Category 3/EA-7, and will be eligible to receive increments up to 3/EA-maximum (Salary Category 2/EB shall be discontinued).

ARTICLE 111--ADMINISTRATIVE ALLOWANCES

All Principals, Vice-Principals and other supervisory or administrative personnel, appointed in accordance with the School Act, shall be paid on the basic salary in accordance with the provisions of the current general salary schedule, in addition to which they shall receive administrative and supervisory allowances in accordance with Schedule 'B'.

1. Calculation

All full time teachers shall be counted on an F.T.E. basis as assigned to the particular school at the end of the preceding month.

2. Vice-principal

The Vice-Principal shall receive an allowance equal to one-half the allowance provided for the Principal.

3. Department Heads, Head Teachers, & Assistant Principals

Department Heads' and Head Teachers' initial appointment shall be for a period not exceeding two (2) years, the first of which shall be considered to be probationary. This does not restrict re-appointment.

4. Administrative Assistant

If an Administrative Assistant is appointed to a school in lieu of a Vice-Principal then the allowance paid shall be equal to that of a Vice-principal for that school. If two or more persons shall be designated as Administrative Assistants in that school then they shall share equally the preceding allowance.

If an Administrative Assistant is appointed in a school in addition to a Vice-principal then his allowance shall be equal to that of a Department Head Allowance,

5. Acting Principal Allowance

where the Principal is absent from his/her school for a period in excess of one calendar month, the Board shall appoint an Acting Principal from the staff of the school.

A person designated as Acting Principal shall be paid the administrative allowance for that school as designated in Schedule 'B'. This allowance becomes effective at the start of the second month.

ARTICLE IV--SUBSTITUTE TEACHERS

1. The Board agrees to pay non-certified substitute teachers the all-inclusive per diem rate of 1/275 of Category 3(0) of the current salary agreement grid.
2. Substitute teachers with a teaching certificate shall be engaged at an all-inclusive per diem rate of 1/250 of Category 3(0) at the elementary and secondary schools. After five (5) consecutive days of teaching in any one position, a certified teacher will be paid retroactively at 1/200 of the appropriate scale placement.

ARTICLE V--GENERAL EMPLOYEE BENEFITS

The following benefits shall be provided to members of the Association:

1. Medical Insurance

Teachers may participate in the British Columbia Medical Plan effective on appointment. The cost of such membership shall be borne 25% by the teacher concerned and 15% by the Board.

2. Group Life Insurance

The Board shall pay 75% of the cost of the British Columbia Teachers' Federation/British Columbia School Trustees' Association new Group Life Insurance Plan. Teachers in the employ of the Board as of December 31, 1969, shall be voluntary participants in the plan. After that, participation shall be a condition of employment.

Any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of his insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of his insurance.

3. Long-Term Disability Income Insurance

The Board shall pay 75% of the premium cost of the British Columbia Teachers' Federation Long-Term Disability Salary Continuance Plan B.

4. Medical Services Association Extended Health Benefits Plan

The Board shall pay 75% of the premium cost of the Medical Services Association Extended Health Benefits Plan for any teacher who wishes to participate in a plan.

5. The Board shall pay 75% of the premium cost of the M.S.A. Dental Plan for any teacher who wishes to participate in the plan.

6. The Board shall pay its share of fringe benefits premium while a teacher is in receipt of B.C.T.F. salary indemnity fund payments.

ARTICLE VI--SEVERANCE PAY

1. A teacher on continuing appointment who has one (1) or more years of continuous employment in this District 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 to re-engagement pursuant to Article VII, Section 5 is lost.

2. Severance pay shall be calculated at the rate of five per cent (5%) of one (1) years' salary for each year of service in this District 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.

3. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article VII, Section 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 2 of this section, the calculation of years of service shall commence with the date of such rehiring.

ARTICLE VII SECURITY AND SENIORITY

1. Principle of Security

- a. The Board and the Association agree that increased length of service in the employment of the Board entitles teachers on continuing appointment 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 as a teacher in the employment of School Districts No 7 and 8 inclusive of service under temporary appointment and part-time teaching. Commencing January 1, 1985 and not retroactive, 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 Section 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 Section 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 Section 2(c), the question of order of seniority shall be referred to the Joint Teacher/Trustee Committee established under Section 3(b) for resolution. This committee shall have made available to it all pertinent teaching experience information.
- e. For the purposes of this article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
  - 1. maternity leave;
  - 2. educational leave as determined by the Board;
  - 3. leave for duties with the association or the British Columbia Teachers' Federation;
  - 4. secondment to the Ministry of Education, a faculty of education, or pursuant to a recognized teacher exchange program;
  - 5. long-term sick leave;
  - 6. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
  - 7. leave to serve as an elected public official;
  - 8. personal leave of up to one (1) year commencing between January 1, 1984 and December 31, 1986.
- f. For the purposes of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this article. Seniority will not accumulate during period of resignation.

3. Definition of Qualifications

- a. In this article, "necessary qualifications" in respect of a teaching position means possession of a valid teaching certificate for the Province of British Columbia, and one or more of the following:
  - 1. A university teaching major, or its equivalent, directly related to the teaching position, or
  - 2. substantial teaching experience in a similar position during the past five (5) years, or
    - a. evidence of successful application of instructional and professional skills, or
    - b. evidence of ability to perform the duties of the position in a professional and satisfactory manner, or

- 3. a reasonable expectation by the Superintendent of Schools 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 program related to the position to achieve the qualified status required in Section 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, consisting of two (2) teaching representatives and two (2) Board representatives. If there is no majority decision at this level, the question is referred to a mutually agreeable third party, one person. The power of this third party is to review the Boards' decision considering reasonableness and good faith. He can state only that he agrees or disagrees with the Boards' decision.

4. Security of Employment Based on Seniority and Qualifications

- a. When, for 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 Section 4(a).
- c. Nothing in Section 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 thirty (30) days' notice in writing. Such notice shall 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 Nelson District Teachers' Association through the Superintendent's Office.
- e. The onus of proof of qualification for other positions falls upon the teacher terminated. Such proof must be produced and submitted to the Superintendent of schools within ten (10) days of receipt of the notice of termination.

5. Teachers' Rights to Re-engagement

- a. When a position on the teaching staff of the district becomes available, the Board shall first offer re-engagement to the teacher who has the most seniority on the recall list among those terminated pursuant to this agreement, provided that teacher possesses the necessary qualifications as defined in Section 3 for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
- 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 Section 5(a) and (b) shall inform the Board whether or not the offer is accepted, within forty eight (48) hours of the receipt of such offer.
- d. The Board shall allow ten (10) days from an acceptance of an offer under Section 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:
  - 1. if the teacher elects to receive severance pay under Article VI of this agreement;
  - 2. if the teacher refuses to accept two (2) positions for which he/she possesses the necessary qualifications; or
  - 3. two (2) years elapse from the date of termination under this article and the teacher has not been re-engaged;
  - 4. if the teacher obtains a continuing teaching position in another school district.
- f. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district. Acceptance of a temporary position with the Board would not jeopardize 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 Section 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 Section 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.

ARTICLE VIII--COPIES OF AGREEMENT

Sufficient copies of the current salary agreement will be delivered to all schools for distribution to teachers by September 30, 1985. Teachers new to staff will be given a copy of this agreement with the other forms required for payroll purposes with their letter of appointment.

Signed the 11th day of September, A.D., 1985.

On behalf of the Board:

On behalf of the Association:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Agreements Chairperson

SCHEDULE "A"

TEACHER SALARY

GRID - January 1, 1985 to June 30, 1986

Years of Experience	3	4	5	6
0	20,749	23,175	25,712	28,225
1	21,809	24,442	27,114	29,761
2	22,869	25,709	28,516	31,297
3	23,929	26,976	29,918	32,833
4	24,989	28,243	31,320	34,369
5	26,049	29,510	32,722	35,905
6	27,109	30,777	34,124	37,441
7	28,169	32,044	35,526	38,977
8	29,229	33,311	36,928	40,513
9	30,289	34,578	38,330	42,049
10	n/a	n/a	39,732	43,585
INCREMENTS	9x1,060	9x1,267	10x1,402	10x1,536

SCHEDULE "B"

ADMINISTRATIVE ALLOWANCES - January 1, 1985 to June 30, 1986

Number of Teachers	Allowance \$	Number of Teachers	Allowance \$
1	2,068	21	13,455
2	3,056	22	13,622
3	4,045	23	13,785
4	5,035	24	13,951
5	6,023	25	14,117
6	6,680	26	14,281
7	7,339	27	14,448
8	7,997	28	14,613
9	8,655	29	14,778
10	9,313	30	14,944
11	9,644	31	15,111
12	9,976	32	15,274
13	10,305	33	15,441
14	10,635	34	15,607
15	10,968	35	15,772
16	11,966	36	15,936
17	12,298	37	16,102
18	12,630	38	16,268
19	12,959	39	16,431
20	13,292	40	16,599
			9,548
			9,548
		1,437	
			1,437
		1,437	
			4,774
			2,273
			2,273
			2,273
			2,273
			12
			SD 7 (Neil)