



B.C. Teachers' Federation

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SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)
TEACHERS' 1985/86 SALARY AGREEMENT

THIS AGREEMENT MADE APRIL 29TH, 1985
BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)
hereinafter called "the Board"
OF THE FIRST PART

AND

THE CAMPBELL RIVER DISTRICT TEACHERS'
ASSOCIATION, hereinafter called "the Association"
OF THE SECOND PART

FOR THE PERIOD JANUARY 1ST, 1985 TO JUNE 30TH, 1986.

WITNESSETH THAT:

EFFECTIVE DATE AND APPLICATION

This Agreement made pursuant to the School Act shall come into effect on January 1st, 1985, and continue until June 30, 1986.

EFFECT ON SALARY

No teacher in the service of the Board at December 31st, 1982 shall receive a lesser basic salary and separately a lesser administrative and/or supervisory allowance than would have been paid had the 1983/84 Agreement continued in effect.

IMPLEMENTATION

In matters which neither considers controversial, this Agreement shall be implemented by direct communication between the teacher and the Board's Secretary-Treasurer.

AMENDMENTS AND ADDITIONS

The Board and the Association shall maintain Committees authorized to negotiate amendments or additions to this Agreement to take effect during the eighteen months to June 30, 1986 to meet requirements resulting from changed circumstances or from changed appreciation of existing circumstances. The Board and the ASSOCIATION agree that, in January, 1986, the Agreement will be reopened for discussion of changed circumstances. Any changes to the Agreement shall be by mutual consent.

5 BASIC SALARIES AND SALARY SCHEDULE

The basic salaries of the teachers and a salary schedule applicable thereto shall be the salaries and the salary schedule hereinafter set forth, namely:

YEARS OF EXPERIENCE	3/EA	4/PC	5/PB	6/PA
0	20943	23040	25334	27729
1	22002	24383	26964	29520
2	23061	25726	28594	31311
3	24120	27069	30224	33102
4	25179	28412	31854	34893
5	26238	29755	33484	36684
6	27297	31098	35114	38475
7	28356	32441	36744	40266
8	29415	33784	38374	42057
9	30474	35127	40004	43848
INCS.	9@ 1059	9@ 1343	9@ 1630	9@ 1791

- A. Increments shall be awarded annually as of September 1st in each year, but may be awarded as of February 1st where the teacher has become eligible for an increment after September 1st. The increments which are due in September, 1985 will become effective June 30, 1985. The increments due in February, 1986 will be paid subject to existing provincial legislation and without penalty to the Board.
- B. For purposes of calculating a daily payroll deduction rate for teachers, 1/200th of their annual salary shall be used
- C. Teachers in categories 1/EC and 2/EB shall be paid 91% of the salaries in the 3/EA scale, subject to the following restrictions on increments:
 - (i) Category 1/EC - no increment
 - (ii) Category 2/EB - not more than 4 increments unless the teacher was appointed before December 31st, 1967 or has a permanent certificate:
 - not more than 8 increments unless the teacher was appointed before December 31st, 1983 and has a permanent certificate gained before December 31st, 1970.

D. SPEECH PATHOLOGISTS

The Board recognises the Campbell River District Teachers' Association as the sole bargaining agency for all teaching staff and Speech Pathologists employed by the Board.

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SD 72 (Campbell River)

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Employees holding teaching certificates who are assigned the duties of a Speech Pathologist shall be paid as a teacher. Speech Pathologists not holding teaching certificates shall be paid on the PC/4 scale. Retroactive payment shall apply to January 1, 1985.

Speech Pathologists not holding teaching certificates shall be "voluntary active members" as defined by the British Columbia Teachers' Federation and shall be members of the Campbell River District Teachers' Association. The Board agrees that annual Association dues as established by the Association shall be deducted from the Speech Pathologists' paycheques and forwarded to the Association.

6. DETERMINATION OF SALARY

A. QUALIFICATIONS

A teacher's category for salary purposes shall be the category justified by that teacher's professional preparation for teaching as determined by the Teacher Qualification Service.

In the absence of proof of a Teacher Qualification Service category by a teacher appointed before September 1st, 1969, it shall be presumed that there is the following correlation:

Salary-Grant Status	EB	EA	PC/SC	PB/SB	PA/SA
T.Q.S. Category	2	3	4	5	6

Persons authorized to teach by Letter of Permission shall be paid 91 per cent of the 3/EA minimum, unless they have four acceptable years of professional preparation in which event they shall be paid on the 4/PC scale.

B. EXPERIENCE

A teacher's number of years of experience for salary purposes effective September 1st in any year and for the School Year then following shall be that teacher's number of years of teaching or equivalent experience determined in accordance with the following, namely:

(i) GENERAL

- (a) Teachers must prove their statement by production of acceptable documentary evidence.
- (b) The method used by the Department of Education prior to 1969 and set out in the B.C. Gazette--Part III April 28th, 1966 shall be used in determining basic teaching experience, which shall be expanded where appropriate as detailed below.

(ii) ADDITIONAL RECOGNITION OF TEACHING EXPERIENCE

- (a) Full recognition shall be granted to experience in the public educational systems of the British Commonwealth, where prior to gaining the experience the teacher obtained qualifications which are recognized by the Department of Education and/or the Teacher Qualification Services as being equivalent to comparable B.C. qualifications.
- (b) Half recognition, subject to a maximum of half recognition of ten years' experience, shall be granted to teaching experience in government approved and/or supported private educational systems in the British Commonwealth and in public educational systems elsewhere, where prior to gaining the experience the teacher obtained qualifications which are recognized by the Department of Education and/or the Teacher Qualification Services as being equivalent to comparable B.C. qualifications.

- (c) Periods of experience arising from written appointments to the teaching staff of the Board of School Trustees of School District No. 72 (Campbell River) and not recognised by any of the foregoing may be combined on a full-time equivalent basis. A minimum of 80% shall be recognized as one year.

(iii) ADDITIONAL RECOGNITION OF VOCATIONAL EXPERIENCE

- (a) Where a teacher has journeyman or equivalent status in a vocational field and is engaged full-time in teaching a subject or subjects within that field, additional recognition may be granted in accordance with either Article B.(iii)(b) or B.(iii)(c) hereof, whichever is the more favourable.
- (b) Half-recognition may be granted to experience in the vocational field subject to a maximum half recognition of ten years' experience, where the experience was gained after attainment of journeyman status.
- (c) Temporary VC classification may be granted where the teacher has:
- not less than Junior Matriculation;
 - not less than three years' experience as journeyman after attainment of journeyman status;
 - satisfactorily completed not less than an acceptable part of an acceptable course of teacher training.
- (d) Teachers with temporary VC classification established pursuant to Article B.(iii)(c) hereof shall be paid as follows:
- VC-0 Category 4, Experience 3 years
VC-1 Category 4, Experience 4 years
VC-2 Category 4, Experience 5 years

7. ESTABLISHMENT OF SALARY STATUS

The category and number of years of experience established for a teacher pursuant to Article 6 of this Agreement shall be known as that teacher's "salary status".

It shall be the responsibility of the individual teacher to establish salary status with the Board.

Salary adjustment in respect of improved salary status claimed in writing before November 1st and proved before the succeeding January 1st shall take effect from the preceding September 1st.

Salary adjustments in respect of improved salary status claimed in writing before March 1st and proved before the succeeding May 1st shall take effect from the preceding January 1st.

8. TEACHERS IN OUTLYING AREAS

The Board may give, and teachers employed in outlying areas may accept, assistance as set out in the memorandum dated October 31st, 1977 and addressed to "All Teachers in Outlying Islands" on the subject of "Assistance".

9. SUBSTITUTE TEACHERS

- A. Substitute teachers who are formally recorded, who hold a valid and subsisting B.C. certificate of qualification and who maintain Associate Membership in the B.C.T.F. and in the Association, shall be paid the following amounts which include payment in lieu of holidays:

for 1 to 3 continuous days, as substitute for the same teacher--1/250th of annual salary as a teacher, per day.

for the 4th and subsequent continuous days as substitute for the same teacher--1/200th of annual salary as a teacher, per day.

A payroll deduction system to maintain membership of substitute teachers in the B.C.T.F. and in the Association shall be devised by a joint Committee of the Board and the Association and shall be implemented.

10. ASSISTANCE WITH PROFESSIONAL ACTIVITIES

- A. The Board, acting through the Superintendent of Schools, may request a teacher to pursue a particular program of professional improvement.
- B. Should the teacher agree, assistance as provided in the following shall be paid; an expense allowance of \$100 plus \$50 for each unit of U.B.C. credit or its equivalent, subject (unless special approval is given) to maxima of six units and 15 units of summer and winter sessions respectively.

11. HEALTH AND INSURANCE

- A. In principle the cost of compulsory Health and Insurance benefits shall be borne equally by the teachers and the Board.

B. In implementation of this principle and providing the insurer's conditions can be met. eligible teachers covered by this Agreement shall participate in the following, namely:

Benefit	Teacher cost	Board Cost
i. The Medical Services Plan plus the Extended Health Benefits Plan which shall provide Eyeglass Coverage:	50%	50%
ii. the BCTF/BCSTA Group Life Insurance plan with improved 1972 benefit:	50%	50%
iii. BCTF long term salary continuance plan	100%	
iv. Dental plan as implemented Jan. 1st, 1978		100%

C. Where a teacher is in receipt of Workers' Compensation Benefits and at the same time is entitled to sick leave. the Board shall fractionally increase the teacher's benefits to full pay and shall debit the teacher's sick leave credit with the same fraction of full days.

D. Where a teacher is on leave of absence for health--related reasons, without either salary or benefits under the long term salary continuance plan, and on behalf of that teacher the Campbell River District Teachers' Association pays that teacher's share of the cost of any or all benefits detailed in Article 11.A. hereof, the Board will pay its share of the cost.

E. The Board will administer the BCTF Optional Term Life Insurance Plan deducting 100% of the premium from the salary of any teacher who chooses to participate.

12. Teachers holding administrative and/or supervisory positions shall receive administrative and/or supervisory allowances in addition to their basic salaries and bonuses.

13. Administrative and/or Supervisory Allowances shall be determined in the following manner. namely:

A. REFERENCE AMOUNT

The Reference Amount for the period of this agreement shall be \$41,269.

B. SCHOOL DISTRICT STAFF

Administrative and/or supervisory Allowances for School District Staff shall be a percentage Of the Reference Amount as follows:

<u>POSITION</u>	<u>Percentage</u>	<u>1985/86</u>
		<u>Allowance</u>
Supervisor of Instruction	30.0%	\$12,381
Supervisor of Elementary Instruction	30.0%	\$12,381
Supervisor of Special Services	30.0%	\$12,381
Co-ordinator of Instructional Resources	21.5%	\$ 8,699

C. ELEMENTARY SCHOOLS WITH FEWER THAN 6 TEACHERS:

1 teacher	2.5%	\$ 1,032
2 teachers	4.5%	\$ 1,857
3 teachers	6.0%	5 2,476
4 teachers	9.5%	\$ 3,921
5 teachers	12.0%	\$ 4,952

D. ALL OTHER SCHOOLS:

The Principal's allowance shall be a percentage of the Reference Amount as follows:

<u>No. of Teachers</u>	<u>Percentage</u>	<u>1985/86 Allowance</u>
6 ~ 15	21.5%	5 8,873
16 ~ 25	30.0%	\$12,381
26 ~ 35	38.5%	\$15,889
36 +	45.5%	\$18,777

E. VICE-PRINCIPALS

The allowance for Elementary Vice-Principals and for Elementary Junior Secondary Vice-Principals shall be 15% of the Reference Amount. The Allowance for Secondary Vice-Principals shall be 50% of the allowance for Principals.

F. SPECIAL SITUATIONS

- i. The allowance of the Supervising Principal of Surge Narrows and any other Elementary School shall be based on the aggregate number of teachers in those schools.
- ii. There shall be a principal of Surge Narrows Elementary School notwithstanding there being a supervising Principal of this school. and the allowance of such Principals shall be determined in accordance with Article 13.C. hereof.
- iii. The allowance of the Principal and Vice-Principal of Ocean Grove and Maple Elementary Schools shall be based on the aggregate number of teachers in these schools.
- iv. The allowance of the Head Teacher shall be 3.5% of the Reference Amount.
- v. Where appointed by the Board. Department Heads shall during the continuation of their appointments. and providing the holder does not hold a more senior position, be paid an allowance of 3.5% of the Reference Amount.

G. NUMBER OF TEACHERS

For the purposes of the foregoing, the number of teachers in a school shall be the full-time equivalent of all the teachers assigned to and teaching in the school. Decimals shall be rounded off: .5 or more to the next whole number above; less than .5 to the next whole number below.

14. BOARD POLICIES WHICH SHALL REMAIN UNCHANGED

It is agreed and understood that the following Board policies which are attached to this agreement shall remain unchanged to June 30th, 1986 and shall not be referred for arbitration:

- 1. Policy on the Establishment and Amendment of Policy
- 2. Professional Development Policy
- 3. Recruitment, Appointment and Placement of Teachers Policy
- 4. Educational Transfer Policy
- 5. Deferred Salary Leave Policy
- 6. substitute Teachers Policy
- 7. Leave of Absence Policy

15. TEACHERS' INVESTMENT AND HOUSING CO-OPERATIVE

At the request of a teacher. payroll deductions from salary will be implemented for transfer to a specified account at any branch office of the Teachers' Investment and Housing Co-operative.

16. GRIEVANCE PROCEDURE

A Grievance Committee shall consider any question of interpretation or enforcement of this Agreement. This Committee shall be composed of two representatives of the Board and two representatives of the Association and shall meet within three (3) days upon receipt of a written request by either the Board or the Association. A majority decision of the Committee shall be final and binding.

If the Committee is unable to reach a decision within two (2) working days, the matter shall then be referred to arbitration by an Arbitration Board. one person nominated by the Board. one person nominated by the Association, and an independent chairman selected by the two nominees.

If the parties are unable to decide upon a mutually acceptable Chairman, either party may apply to a Provincial court Judge at the Campbell River Courts. 500 - 13th Avenue. who shall. within seven days, appoint a Chairman.

The costs of each nominee shall be borne by the parties appointing the nominee, and the costs of the Chairman shall be borne equally by each party.

The Grievance Committee may consider more than one teacher's appeal at any one time.

SIGNED AT CAMPBELL RIVER. B.C. on the 4th day of JUNE, 1985.
for THE BOARD OF SCHOOL TRUSTEES of SCHOOL DISTRICT No. 72
(CAMPBELL RIVER)

Chairman

Secretary-Treasurer

for the CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

President

Secretary

Agreements Chairperson

ESTABLISHMENT and AMENDMENT OF POLICY

POLICY

Policy No. 1

Adopted November 1st, 1977
Reconfirmed May 2, 1978

1. "Policy" means the formally established policy of the Board of School Trustees as detailed in the Index dated July 20th, 1977, together with any subsequent amendments made thereto in accordance with the procedure hereinafter set forth.
2. "Amendments" means changes in the total body of formally established policy, and includes the addition of totally new statements and the deletion of previously adopted statements.
3. The procedure to amend policy shall be as follows:
 - a. Notice of motion to amend policy shall be given in detail at a regular meeting of the Board of School Trustees.
 - b. Copies of the notice of motion shall be sent to organisations deemed to have a vested interest in the change, and to individuals deemed to have such an interest but who are not represented by an organization.
 - c. Such organisations and individuals shall have an opportunity to make representations to the Board at a regular meeting after that at which the notice of motion was tabled.
 - d. The Board shall not adopt the motion for amendment until after such representations have been heard or the right to make them has been waived.
 - e. Where it appears to Trustees that any matter is of sufficient urgency to make the foregoing procedure contrary to the public interest. then immediately after the tabling of the notice of motion the Board may consider a motion "THAT this matter is of sufficient urgency in the public interest to set aside the established procedure to amend policy": and subject to the adoption of such motion the Board may forthwith debate and dispose of the subject matter of the notice of motion.

PROFESSIONAL DEVELOPMENT POLICY

Policy No.4

Adopted June 17th, 1980

I. Policy Preamble

The Board encourages teachers to maintain a high standard of effectiveness in teaching and to this end shall promote professional growth of the teaching staff in School District No. 72 (Campbell River). Specifically the Board encourages teachers to keep pace with changes in subject/course content, philosophy, and methodology of instruction and encourages teachers to develop the use of materials and curriculum which best meet the needs of their students. The Board will financially assist teachers who wish to obtain higher levels of professional competency.

II. policy:

The Board of School Trustees will include in the annual budget an amount for assistance for professional activities. At this time the amount of 1 per cent of the provision made for the basic salaries of teachers. Basic allocations from this amount shall be in accordance with the following schedule:

Board-initiated activities	25%
Teacher-initiated activities	75%

NOTE: Clarification for Board initiated activities and Teacher initiated activities is as follows:

a. Board-initiated activities:

The Board may invite any member of the teaching staff to proceed in any professional activities with such assistance as it may see fit to offer.

b. Teacher-initiated activities:

Teachers wishing to obtain assistance for any professional activities shall submit an application using prescribed forms to the Professional Development Committee via their local school committee.

III. Regulations:

1. District Professional Development Committee

- a. The teacher initiated portion of this policy shall be administered by a committee comprising of:
 - Superintendent, (or his appointee)
 - a member of the Board of School Trustees
 - a member of District Staff
 - a member of the Principal's and Vice-Principal's Association
 - Four teachers to represent each area: Primary, Intermediate, Junior Secondary, and Senior Secondary elected by CRDTA
 - Professional Development CRDTA representative
- b. A quorum will be the majority of the members constituting this committee.
- c. The Chairperson shall be elected annually by this Committee following the C.R.D.T.A.-annual general meeting.
- d. The Chairperson shall not have a vote, except in the event of a tie.
- e. This Committee shall have the power to co-opt such resource persons as are deemed necessary to be effective to the administration of the program. Such persons shall not be entitled to vote on any matter.
- f. This Committee shall present copies of the minutes of the Board.
- g. The final decision on all applications shall rest with the Superintendent of Schools.
- h. Provided that summer school and short course(s) for credit do not lead to a higher salary category, this Committee will defray the expenses of the candidate to a maximum of the tuition of the course(s). Applications should be in to this Committee by May 31, preceding summer school.

2. Individual School Professional Development Committee

- a. A Committee will be elected by the administrators and teachers of each school.

- b. This committee will be responsible for the spending of the school's allotment be it on individual travelling out of district, workshops within the district, conferences or whatever. Each school must keep a" account of its expenditures. These accounts must be available for public scrutiny.
- c. Once the Committee makes its decisions it will then apply for approval through the District Pro D Committee.
- d. Receipts are required for reimbursement of Pro D expenses.
- e. All substitute costs will be borne by the District Professional Development Committee Funds.

IV. Financial Structure

Sixty percent of the teacher initiated Professional Development fund (60 per cent of 75 per cent of the Professional fund) is allocated to pay all Professional Development funds and 20% is allocated to the District Professional Development Committee. All surplus and deficit teacher-initiated funds will be carried forward to the next fiscal year.

RECRUITMENT, APPOINTMENT AND PLACEMENT OF TEACHERS

POLICY

Index #8

Consolidated October 17th, 1972

- 1. The Board of school Trustees shall be governed by the Public School Act and by the following consideration in the recruitment, appointment and placement of teachers:

RECRUITMENT AND APPOINTMENT

- a. The object of the Board is to attract to this district and to hire the best available teachers, having reference not only to academic qualifications and years of experience but also to character, ability to achieve results and personality.

The initial recruitment of teachers is delegated to the District Superintendent of Schools who will report action taken for the formal approval of the Board which will be recorded in the Minutes. Where feasible individual Principals will be consulted when appointments which it is known will directly affect them are being made.

- b. It will be the Board's policy to recruit teachers with secondary qualifications for teaching in Secondary Schools and the upper divisions of Elementary-Junior Secondary Schools. Where fully qualified teachers are unavailable, teachers with elementary qualifications who are working and continue to work towards secondary degrees may be accepted.
- c. Subject to possessing the necessary skills, knowledge, and ability applicants with four (4) or more F.T.E. Years temporary service with School District No. 72 will be given prior consideration relative to existing vacancies.

NOTE: Underlined section is a" addition to policy and would require a notice of motion at the regular meeting on November 6, 1984.

- d. Where feasible Principals will be consulted when teachers are being assigned to their schools.
- e. The assignment of a spouse to the Principal's staff is discouraged.
- f. It will be the Board's policy to have teachers with elementary degrees in positions of responsibility in the elementary schools.

- g. Promotions to teacher-in-charge of a school. Vice-Principal, Principal, Department Head, or other special appointments. require prior consideration and approval of the Board. Such promotions are made on merit without regard to seniority and whenever appropriate will be opened to applicants from outside the District.
- h. If conditions are equal or nearly equal then preference will be given to a teacher who has proved his capabilities by working within the District.

Adopted September 12, 1978
Amended November 20, 1984

EDUCATIONAL PERSONNEL TRANSFER

POLICY

Policy No. 9

Adopted June 17th, 1980
Amended March 19, 1985

The policy of the Board of School Trustees of School District No. 72 (Campbell River) is to encourage staff to seek professional growth through changes in assignment. Teachers who have indicated interest in their own professional growth--e.g., through initiatives in course development, through professional up-grading. or by undertaking new assignments--should be supported in their endeavours whenever possible.

I. SCHOOL PRINCIPALS

School principals will be transferred periodically. The Board will endeavour to transfer principals every five years. Special circumstances may alter the length of the interval.

II. VICE-PRINCIPALS

The position of vice-principal is considered a training position in preparation for a principalship. Therefore, vice-principals will be transferred. Policy #13 governs all vice-principals.

After two term assignments as a vice-principal the individual will be evaluated in writing by the Superintendent/Assistant Superintendent of Schools. After the evaluation. one of the following is recommended to the Board:

- a. the vice-principal will continue in administration for a specified period, OR
- b. the vice-principal will be re-assigned to teaching duties.

III. TEACHERS

Subject to provisions of the Public Schools Act and Regulations, teachers may be transferred by the Board of School Trustees. From time to time. a teacher's posting may be reviewed by the Board of School Trustees. Teachers, in consultation with principals, are encouraged to seek occasional changes in teaching assignment.

IMPLEMENTATION

- A. When transfers become necessary as a result of policy, changes in student enrolment, or opening of new schools, teachers will be considered for vacancies according to the following priorities:
 1. Surplus Staff
 2. Teachers on leave-of-absence
 3. Teachers from outlying schools
 4. Board-initiated transfers
 5. Teacher-initiated transfers

- B. The Board will acknowledge in writing all requests by teachers for transfer.
- C. Administrators and teachers who are under consideration for a Board--initiated transfer will be notified in writing by March 15th of each year.
- D. As many transfers as possible will be finalised prior to nay 30th of the school year. Teachers will be notified in writing.
- E. Teacher-initiated requests for transfer from a posting shall be submitted in writing to the Superintendent of Schools by March 15th of each year. Teacher-initiated requests for transfer to a posting shall be submitted in writing to the Superintendent of Schools.
- F. Administrators who are transferred under policy guidelines will be notified in writing by April 15th Of each year.
- G. The transfer of Administrators and teachers as a result of resignations, early retirements, or for other unforeseen causes will be completed as expeditiously as possible.
- H. When Board-initiated transfers become necessary, the Superintendent of Schools will review the new teaching assignment with the teacher. If additional training is required, a recommendation will be prepared for the Board outlining details and any proposal for financial assistance.
- I. Whenever possible, where Board-initiated re-assignment occurs, the teacher's professional qualifications, training, and speciality should determine his/her new posting.
- J. Educational positions will be advertised in the district whenever possible.

SUBSTITUTE TEACHERS

POLICY

Amended January 21, 1975
Amended January 1st, 1982

Policy #19

1. Applicants who meet the following requirements shall be formally recorded as substitute teachers:
 - a. are available at not more than twelve hours notice for service when and where required, in positions suitable to their training and experience, and
 - b. hold a valid and existing B.C. certificate of qualification.

Such substitute teachers shall be employed as such in preference to any other substitute teachers, and shall be paid as provided by the Teachers' Salary Agreement.
2. Other applicants shall be listed, and when employed shall be paid at current rates. For 1982 these rates are:

Elementary Certificate	\$60.00 a day
(and/or no recognised University Degree)	
Secondary Certificate	\$80.00 a day
(and/or a recognised University Degree)	

Such substitute teachers may at any time conform with the requirements for formally recorded substitute teachers, and thenceforth shall be paid as such.

LEAVE OF ABSENCE

POLICY NO. 23

1. LEAVE OF ABSENCE PROCEDURES

- 1.1 A request Leave of Absence should be submitted by letter to the principal of the School who will forward it to the Superintendent.
- 1.2 Application forms should be filed at least three weeks before the effective date of leave. If circumstances do not permit this, the application should be filed as soon as possible, but in any event before the leave is taken. In an emergency, a teacher should inform the principal of the necessity of immediate leave.
- 1.3 Sufficient detail should be given to enable a request to be assessed without further reference to the applicant. If personal factors of a confidential nature are involved, then the teacher should get in touch directly with the principal or Superintendent to amplify the written request.
- 1.4 A teacher requesting leave of absence will be advised in writing of the disposition of the request, with a copy to the principal.
- 1.5 The Superintendent is authorised to act on behalf of the Board in implementing leave of absence policy. EXCEPT for requests falling under Section 8 'General Limitations', and to establish appropriate regulations for the orderly processing of requests.

If a request for leave is approved, the Board shall be so notified in the monthly report of the Superintendent.

If a request is denied in whole or in part, the teacher shall be informed in writing and shall have the right to appeal to the Board.

Notwithstanding the foregoing authorisation, the superintendent may refer any request for leave of absence to the Board for their consideration.

2. LONG TERM LEAVE OF ABSENCE

The following regulations apply to leave of absence of not less than one school year's duration such as:

- Attendance at a University
- Exchange teaching
- Department of National Defence Posting
- service with Canadian International Development Agency

such leave of absence shall be without pay, and at the time of granting and acceptance of the leave of absence it shall be defined whether or not an increment will be granted.

- 2.1 The teacher has given at least 2 years good service to School District No. 72 (Campbell River).
- 2.2 The number of persons given long term leave in any one school year shall be at the discretion of the School Board. However, normally up to 2 percent of the teaching staff may be given long term leave in any one school year.
- 2.3 The teacher will resume normal teaching duties as soon after the expiration of the period of the leave of absence as a suitable and mutually acceptable position can be made available.
- 2.4 The teacher's programme while on leave of absence is acceptable to the Board as being of demonstrable value in relation to the position which the teacher holds, or in relation to another position in the Board's service for which the teacher may be candidate.
- 2.5 Application for long term leave shall be submitted before April 30th in any year.

3. SHORT TERM LEAVE OF ABSENCE

- 3.1 Leave of absence may be granted without loss of pay for in-service conferences referred to the Board by the In-Service Training committee.
- 3.2 Leave of absence to write approved examinations and leave of absence to attend Convocation to receive a degree will be granted up to one full day without loss of pay.
- 3.3 Leave of absence for jury duty, or to appear as a witness in court or where the teacher is the plaintiff or the successful defendant will be granted without loss of pay. Witness or jury fees when received shall be paid to the Board.
- 3.4 Leave of absence shall be granted without loss of pay for a teacher to attend a Conciliation hearing or to appear before an Arbitration Board for the determination of salaries in School District No. 72 (Campbell River).
- 3.5 Leave of absence after June 15th may be granted to teachers to take approved summer courses where attendance is required before June 30th. Length of leave and amount of payment of salary shall, in each case, be determined by the Board.

3.6 Leave of absence for personal reasons, immediately before and after vacations and statutory holidays, will be discouraged by the Board.

Requests at other times for leave of absence for personal reasons will be considered on an individual basis in relation to:

- a. nature of the personal reasons
- b. length of service in the School District
- c. previous leaves of absence
- d. availability of a suitable qualified replacement

4. FREQUENT SHORT TERM LEAVES OF ABSENCE FOR PROFESSIONAL PURPOSES

4.1 All leaves of absence must be requested in writing by the appropriate authority, such as:

- Department of Education
- Canadian Education Association
- L.E.A.R.N.
- Canadian Teachers Federation
- Another B.C. School District

4.2 Leave of absence for an individual will be approved to a maximum of ten days in any school year.

4.3 The organisation requesting services will be responsible for substitute and travelling expenses.

5. SICK LEAVE AND ILLNESS

5.1. a. Sick leave of a teacher is covered by statute (Public Schools Act, Section 132)

b. The Board shall furnish each teacher with a statement of available sick leave once each year on or before November 30th.

c. Medical examinations shall be charged against sick leave.

5.2 Leave of absence for death or illness in the family without any loss of pay, may be granted for a critical family illness or a death in the family, to a maximum of five school days, depending on the circumstances and the distance involved. For the purpose of this policy item, family shall be defined as being spouse, child, father, mother, sister, brother, father-in-law, mother-in-law and grandparents. Irrespective of the aforementioned, an additional two days leave of absence may be granted, to be deducted from the teacher's sick leave, when there is a critical illness or death in the teacher's immediate family which, for this purpose only, is defined as parents, spouse and children.

6. MATERNITY LEAVE

6.1 The Board expects a pregnant teacher to take reasonable leave of absence without pay both before and after confinement.

6.2 when a teacher becomes aware that she is pregnant, she should inform her principal so that the matter of what leave of absence would be reasonable can be discussed with the Superintendent of Schools.

6.3 In such discussions regard should be had to the interests of the teacher's class, to the health and personal preference of the teacher, and to the provisions of the Maternity Protection Act.

6.4 The Board will then grant leave of absence after considering the Superintendent of Schools' report.

6.5 Paternity Leave -- The Board will grant a teacher leave of absence for one day without loss of salary upon the birth or adoption of his child subject to the leave being taken within 6 days of the birth or adoption of that child.

7. B.C.T.F. EXECUTIVE

This policy is outlined in Section 56 of the Regulations of the Public Schools Act.

8. GENERAL LIMITATIONS

8.1 The total numbers of absences approved under policy statements three (3), four (4) and seven (7) will not exceed fifteen days in any school year.

8.2 Proposed continuation of leaves of absence under Section 4 during a second School Year, and leaves of absence for other reasons not listed in the above policy, shall be submitted to the Superintendent of Schools who will present them to the School Board for their consideration.

Adopted September 25, 1973
Amended March 2, 1975
Amended February 15, 1977
Amended January 19, 1982

POLICY NO. 26

DEFERRED SALARY LEAVE PLAN

Adopted January 26, 1982
Amended July 10, 1984

POLICY

The Board of School Trustees has developed a Deferred Salary Leave Plan to afford members of its teaching staff the opportunity of taking a one-year leave of absence with deferred pay.

REGULATIONS

1. ELIGIBILITY

- a. A teacher on a continuing appointment having one year service with the Board is eligible to participate in the Plan.
- b. Subject to annual review by the Board, the number of teachers eligible each year for entry into the Plan will not exceed 10 per cent of the number of full time equivalent teachers on the Board's staff.

2. ADMINISTRATION

- a. A Deferred Salary Leave Committee shall be formed to administer the details of the Plan including the financial investments of each teacher-participant.
- b. The Deferred salary Leave committee shall be composed of
 - a member of the Board of School Trustees
 - the superintendent of Schools or his designate
 - the Secretary-Treasurer or his designate
 - the President of the Campbell River and District Teachers' Association
 - three appointees appointed by the Executive of the Campbell River and District Teachers' Association
- c. The Deferred Salary Leave Committee will administer the Plan in accordance with the guidelines established in Schedule "A" which is attached to and forms part of these regulations.
- d. After approval of the leave by the Board of School Trustees, the Committee will establish a signed contract between the Board of school Trustees and the Teacher in accordance with Schedule "B".

SCHEDULE "A"

DEFERRED SALARY LEAVE PLAN

1. DEFINITIONS

"Committee" means the Deferred Salary Leave Committee.

"Current compensation Amount" means the total compensation payable by the Board to the Participant for the school year, including his/her proper grid salary and all allowances, per the current Salary Agreement in force between the Association and the Board.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.1, but less all interest paid to the participant in accordance with clause 3.3."

"Leave of Absence" means the period described in clause 2 of schedule "B".

"Participant" means a Teacher whose application for participation in the Plan has been approved by the Board and has completed a Memorandum of Agreement.

"Salary Agreement" means the agreement in force between the Association and the Board pursuant to the applicable section of the School Act.

"Accrued Interest" means the amount of interest earned in accordance with clause 3.2 on the monies retained by the Board on behalf of the Participant calculated from:

- (a) the first date any of such monies have been so retained by the Board:
or
 - (b) The last date to which interest has been paid in accordance with clause 3.3;
- whichever is later.

"Eligible Investor" means Teachers' Investment and Housing Co-operative, any Canadian chartered bank, any trust company authorised to carry on business in the Province of British Columbia, and any credit union authorised to carry on business in the Province of British Columbia, provided there shall only be one Eligible Investor at any ONE time.

2. APPLICATION

- 2.1 In order to participate in the Plan an Eligible Teacher must make written application to the Committee ON or before February 28th requesting permission to participate in the Plan and stating the date when the Teacher wishes to participate in the Plan.

2.2 The approval of each application made under clause 2.1 shall rest solely with the Board. The Committee shall by April 30th of that year advise each applicant of the Board's approval or disapproval of his/her application, and, if the latter, an explanation thereof.

2.3 Before becoming a participant, an eligible teacher must complete and sign a Memorandum of Agreement with Schedule "B".

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

3.1 During each school year prior to the Leave of Absence, the Participant, for a maximum of five school years, will receive his/her Current compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.2.

3.2 Monies retained by the Board for each participant in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.3) shall be pooled and shall be invested and reinvested by the board in investments offered from time to time by an Eligible Investor. The Committee shall choose such Eligible Investor, and in making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments which are authorized by this clause.

3.3 So long as the Plan is considered by Revenue Canada (Taxation) to be an "Investment Contract" coming within paragraph 12(11)(a) of the Income Tax Act (Canada) or a similar provision applies, the Board shall on each date specified in clause 4 of the Memorandum of Agreement, pay to the Participant the Accrued Interest to such date. The Participant hereby irrevocably directs the Board to cause the Eligible Investor chosen by the committee in accordance with clause 3.2 to make such payment on its behalf into an account of the Participant with the Eligible Investor.

3.4 The Secretary-Treasurer shall make an Annual Report to each Participant under this Plan as to the amount of deferred salary including any interest earned thereon which has not been paid out in accordance with clause 3.3. The Annual Report shall be made no later than June 30th of any given year under the Plan, and shall be mailed to the Participant's address on file in the School Board Office.

3.5 The Board will bear the administrative expenses of the Plan.

4. TAKING OF LEAVE OF ABSENCE

The taking of Leave of Absence shall be governed by the following provisions:

4.1 The Leave of Absence shall occur according to, and be governed by, the Board's Deferred Salary Leave Policy and Regulations.

4.2 The maximum number of teachers who may be away on Leave of Absence under this Plan in any given year shall not exceed 10 per cent of the total full-time teaching staff.

4.3 The manner of payment to the Participant during the Leave of Absence shall be either:

- a. in lump sum payments made on or about July 1st and/or January 1st of the School Year in which leave is taken.
- b. in ten monthly installments commencing September 30th, being approximately equal to one-tenth of the moneys held by the Board for the Participant in accordance with Clause 3.1 and 3.3 as determined at the beginning of the Leave of Absence.

4.4 In the event the Board is unable to obtain a suitable replacement for a teacher who has requested a Leave of Absence at a specified time, the Board may, on or before April 30th of the year in which leave is to be taken and in its discretion, defer the leave of absence. In such case a teacher may choose to remain in the Plan, or may withdraw from the Plan in which case the teacher shall receive the monies and interest accrued in accordance with clauses 3.1 and 3.2 (but less all interest paid to the Participant in accordance with clause 3.3) to the date of withdrawal.

4.5 Should a deferral result in a Leave of Absence being taken past the fifth year of the Plan, any monies retained by the Board and interest thereon in accordance with clauses 3.1 and 3.2 will continue to bear interest as provided until the leave of absence is taken, or until the Participant withdraws from the Plan.

4.6 On return from leave, a teacher will be assigned to a position as equivalent as possible to that previously held.

4.7 After participation in the Plan, the teacher's salary and benefits will be as set out in the Board/Teachers' Salary Agreement then in force between the Board and the Association governing such matters.

4.8 Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only and with the consent of the Committee given not less than four months prior to the scheduled date, postpone such leave for one year.

5. FRINGE BENEFITS

The providing of fringe benefits will be as follows:

- 5.1 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the agreement then in force between the Board and the Association governing this matter. Where a participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant and deduct the moneys so paid from the moneys otherwise payable to the Participant during the Leave of Absence.
- 5.2 Sick Leave credits will not accumulate during the one-year Leave of Absence.
- 5.3 The Board will make superannuation deductions in the teachers best interest and in accordance with the teachers wishes in accordance with the provisions of the Teachers' Pension Act.

6. WITHDRAWAL

- 6.1 Teachers who cease to be employed by the Board while participating in the plan must withdraw from the Plan within one year of ceasing to be an employee and will be paid a lump sum adjustment for the moneys retained by the Board plus interest thereon in accordance with clauses 3.1 and 3.2. Payment shall be made within sixty days of such withdrawal from the Plan.
- 6.2 A teacher may withdraw from the Plan at any time and for any reason. Upon such withdrawal, all monies retained by the Board and interest thereon in accordance with clauses 3.1 and 3.2 will be paid to the teacher within sixty days.
- 6.3 Should a teacher die while participating in the Plan, all moneys retained by the Board and interest thereon in accordance with clauses 3.1 and 3.2 at the time of death will be paid to the teacher's estate within sixty days after notification to the Board of such death and upon receipt of any necessary legal clearances and proofs normally required for payment to estates.

7. SUSPENSION FROM PARTICIPATION IN THE PLAN

- 7.1 A Participant may give notice to the Board, prior to April 30th in the year the leave is to commence, stating that the Participant wishes to suspend his/her participation in the Plan as at September 1st, in which case the Board until further notice, as provided in clause 7.2, shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan. but

the amounts previously retained by the Board and interest thereon in accordance with clause 3.2 (but less all interest paid to the Participant in accordance with clause 3.3) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan.

- 7.2 A Participant who has given notice in accordance with clause 7.1 may later give notice to the Board, but prior to April 30th of the year following, advising that he/she wishes to become reinstated in the Plan, in which case, on September 1st immediately following such notice, the Participant shall participate in the Plan for subsequent years.

8. TERMINATION OR AMENDMENT OF PLAN

- 8.1 The Plan may only be amended in accordance with the provisions of the Agreement between the Campbell River District Teachers' Association and the Board or by mutual agreement.
- 8.2 The Board may terminate the Plan for any new teachers to the Plan upon one years notice to the Campbell River District Teachers Association.
- 8.3 Teachers on the Plan at the time of termination shall be permitted to carry the Plan to fruition.

SCHEDULE "B"

DEFERRED SALARY LEAVE PLAN

MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Agreement between the Board of School Trustees of School District No. 72 (Campbell River) and Campbell River District Teachers' Association setting up the Leave of Absence and Deferred Compensation Plan, and understand same. and I agree to participate in the Plan under the following terms and conditions:

1. ENROLMENT DATE

My enrollment in the Plan shall become effective for the school year commencing September 1st, 19__.

2. YEAR OF LEAVE

I shall take my Leave of Absence from September 1st, 19__ to June 30th, 19__, but I shall have the right in accordance with Clause 4.9 of Schedule "A" to postpone such leave for one school year.

3. FUNDING OF LEAVE OF ABSENCE

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year _____ %
Second Year _____ %
Third Year _____ %
Fourth Year _____ %
Fifth Year _____ %

The Participant may by written notice to the Board, given prior to September 1st in any year. alter the percentage amounts for that or any subsequent year.

4. This paragraph shall apply so long as section 12(4) of the Income Tax Act (Canada) or a similar provision is in effect. Unless I make the election noted below. I direct the Board to pay Accrued Interest to me on each of the following dates:

- (i) the December 31st which occurs three years after the end of the calendar year in which I become a Participant:
- (ii) each third anniversary of the date specified in clause (i) above: and
- (iii) the Last day of the Leave of Absence.

Election

I elect as follows:

In lieu of the preceding sentence. I direct the Board to pay Accrued Interest to me on each of the following dates:

- (i) the December 31st which occurs one year after the end of the calendar year in which I become a Participant:
- (ii) each December 31st occurring after the date specified in clause (i) above; and
- (iii) the last day of the Leave of Absence.

5. I agree to apply for and maintain membership in Teachers' Investment and Housing Cooperative if it is the Eligible Investor.

(NOTE: to be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 2 above is to commence.)

Date: _____

Teacher's Signature:

AGREED TO BY THE BOARD

Date: _____

Secretary-Treasurer's Signature:

SCHEDULE II

Provisions which apply to an Existing Participant (as hereinafter defined) notwithstanding the provisions of the Plan as amended by Schedule I hereto:

1. "Existing Participant" means a Participant who joined the Plan after November 12, 1981 and has not taken a Leave of Absence by June 30, 1984.
2. Notwithstanding clause 3.3 of the Plan (as amended by Schedule I) and paragraph 4 of the Memorandum of Agreement (as added by Schedule I), payment of Accrued Interest shall be made in accordance with this provision which shall apply so long as section 12(4) of the Income Tax Act (Canada) or a similar provision is in effect. Unless the Existing Participant makes the election noted below, the board shall pay Accrued Interest to the Existing Participant on each of the following dates:
 - (i) on December 31st which occurs three years after the end of the calendar year in which the Existing Participant becomes a Participant:
 - (ii) each third anniversary of the date specified in clause (i) above: and
 - (iii) the last date of the Leave of Absence.

Election

The Existing Participant may elect on or before October 31, 1984 that the Board pay Accrued Interest to the Existing Participant on each of the following dates:

- (i) on December 31, 1984;
- (ii) on each December 31st occurring after the date specified in clause (i) above: and
- (iii) on the last day of the Leave of Absence.