



B.C. Teachers' Federation

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

2235 Burrard Street. Vancouver, BC. V6J 3H9

Agreement

July 1st, 1987 to June 30th, 1988

Between

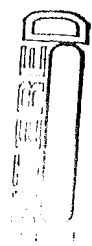
Board of School Trustees

School District #35 (Langley)

and

Langley Teachers' Association

514403



SD 35 (Langley)

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SEP 25 1988

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SD 35 (Langley)

SOURCE	EFF.	TERM.	NO. OF EMPLOYEES	NOMINATEE DEMPLOYEE
B.C.T.F.	87 07 01	88 06 30	750	Rus

SCHOOL DISTRICT NO. 35 (LANGLEY)

TEACHERS' SALARY AGREEMENT

July 1, 1987 - June 30, 1988

THIS AGREEMENT made and entered into on the 1st day of July, 1987.

BETWEEN: The Board of School Trustees of School
District No. 35 (Langley),


hereinafter called "the Board"

AND: The Langley Teachers' Association,

hereinafter called "the Association"

WITNESSETH that the Parties agree each with the other as follows:

ARTICLE 1: TERM OF AGREEMENT

 This Agreement shall become effective as of the first day of July, 1987, and shall remain in full force and effect through to June 30, 1988, inclusive, and for the ensuing fiscal year and thereafter, unless, in accordance with the School Act, the agreement is modified or a new agreement is made for the following fiscal year or years.

ARTICLE 2: APPLICATION

- a. The Board recognizes the Langley Teachers' Association as the bargaining agent for those teachers employed by the Board who are members of the Langley Teachers' Association.
- b. Associated professionals whose professional training can be equated with that of teachers and whose role with children can be characterised as a teaching function in their specialty, specifically speech and hearing therapists, educational psychologists, and educational assessment specialists, may elect at the time of employment to become Voluntary Active Members of the Association and this Agreement shall apply to those members.

- c. This Agreement is binding upon the Board, the Association, and all members of the Association as defined in the School Act as teachers.
- d. The Board shall give each teacher and Voluntary Active Member a copy of the current salary agreement within one month of signing of agreement, or upon appointment to the District.

ARTICLE 3: GRIEVANCE PROCEDURE

- a. There shall be maintained, a Joint Grievance Committee of two (2) representatives of the Board and two (2) representatives of the Association. Each party shall inform the other of its representatives by January 1 of each year or within seven (7) days of a change of representative.
- b. This Committee shall consider matters of interpretation, application, operation or alleged violation (hereafter called the grievance) of this Agreement. All alleged grievances must be pursued within four (4) months of the occurrence of the alleged grievance.
- c. A teacher alleging a grievance shall request a meeting with the Board official directly responsible, and at such meeting they shall attempt to resolve the grievance. The teacher may be accompanied at this meeting by a representative of the Association.
- d. If the grievance is not resolved within seven (7) days of the teacher's request for a meeting referred to in paragraph (c), the teacher may, within a further seven (7) days, request a meeting with the Personnel Officer. At this meeting the teacher shall present the matter, including a written submission, giving full details. The teacher may be accompanied at this meeting by a representative of the Association.
- e. If the grievance is not resolved within fourteen (14) days of the teacher's request for the meeting referred to in paragraph (d), the teacher may, within a further seven (7) days present the grievance by letter through the President of the Association to either the Superintendent or Secretary-Treasurer, as appropriate to the matter. The Superintendent or Secretary-Treasurer shall forthwith meet with the President of the Association or his/her designate, and the grievor, and attempt to resolve the grievance.
- f. If the matter is not resolved within fourteen (14) days of the receipt by the Superintendent or Secretary-Treasurer of the letter referred to in paragraph (e), the Association may, within a further fourteen (14) days, by letter to the Superintendent, refer the grievance to the Joint Grievance Committee. The Joint Grievance Committee shall meet as soon as possible and attempt to resolve the matter. The grievor and/or his/her representative may make submissions to the Joint Grievance Committee.

- g. If the grievance is not resolved by the Joint Grievance Committee within fourteen (14) days of receipt by the Superintendent of the letter referred to in paragraph (f), the Association or Board may, within a further fourteen (14) days refer the matter to a single Arbitrator, by so notifying the other party in writing. The joint costs of Arbitration shall be shared equally by the Association and the Board.
- h. If the Association and the Board cannot agree to name a mutually acceptable Arbitrator within fourteen (14) days, the selection shall be referred to the Minister of Labour.
- i. Subject to mutual consent, the time factors may be extended beyond the limitations stated above.
- j. Except as modified by this Article, the provisions of the Arbitration Act, RSBC 1979, C18 shall apply, however, in no case shall the Arbitrator have the authority to alter, amend or modify the terms and conditions of this Agreement in any way.
- k. No teacher shall suffer any form of discipline or discrimination by the Board or the Association as a result of having filed a grievance or taken part in any proceedings under this Article.

ARTICLE 4: PLACEMENT

The placement of each teacher on the salary schedule shall be in accordance with the teacher salary category as most recently determined by the Provincial Teacher Qualification Service and by the teacher's years of experience. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted no later than November 15 for teachers commencing employment in September, and/or within three months from other commencement date. If delays occur in obtaining documentation, the teacher shall be responsible for so advising the Board in writing within the time limits stated above.

a. Salary Categories:

The salary categories are established in accordance with the years of preparation as determined by the Provincial Teacher Qualification Service.

b. Definition of Teaching Experience

Teaching Experience equated in accordance with the years of experience (paragraph c) shall be recognized for placement on the salary schedule as follows:

- 1. Full credit for teaching experience in all government inspected schools in Canada;
- 2. Full credit for all government tax-supported and inspected schools in the U.S.A. and the Commonwealth:

3. Full credit for all teaching experience while on a faculty (full-time basis) of a recognised university, community college or technical institute, provided such person held a valid teaching certificate in B.C. at the time of said experience.
4. Full credit for all teaching experience as agreed upon by the Joint Grievance Committee, the decision in respect to approved teaching experience should be based on the following criteria:
 - i. the teacher in question held a valid B.C. Certificate while teaching in a private school;
 - ii. the courses taught in the private school followed the B.C. Ministry of Education curriculum;
 - iii. textbooks used in the private school were prescribed or authorised by the Ministry of Education;
 - iv. students transferred from the private school in question to a B.C. Provincial Government school would be allowed full course credit.
5. Teaching service or educational administrative service as a member of the staff of a Provincial Department of Education in Canada qualifies as teaching experience;
6. Service for ten (10) months as a full-time staff member of a Faculty of Education recognised by the Ministry of Education of B.C. for certification purposes, while on leave of absence from a School District, shall carry full experience;
7. Service as a member of the Canadian Armed Forces during the Second War Years (September 1939 - March 31, 1946) shall be credited as Years of Experience for salary purposes; but war employment in other capacities or armed forces is not credited. Twelve (12) months of such service shall constitute one (1) year, and in determining final service credited: a period of eight (8) months shall constitute the final year;

C. Years of Experience:

Teaching experience shall be defined as:

1. Ten months of full-time employment constitutes one year's experience;
2. Periods of continuous full-time employment of not less than three (3) months each will be counted as eligible experience. When these periods combined with months of experience earned in the current appointment total ten (10) months, it shall constitute one (1) year's experience;

3. Teachers appointed in the B.C. public schools as bona fide part-time teachers qualify for years of experience proportionate to the percentage of the time they are employed, with the requirement that for a year's credit, the cumulative percentage time over a number of years must equate to at least ten (10) months full-time employment. Part-time employment equated to full-time employment may be added to periods of full-time employment of less than ten (10) months. Such experience must equate to a total of ten (10) months to constitute a year's experience:

4. Substitute teaching in Langley School District will be recognised for increment experience only as follows:

i. substitute teaching was continuous for the same teacher for a period of not less than three months.

Twenty days of substituting equates to one month's experience: and

ii. if the substitute is subsequently appointed to regular staff within twelve (12) months.

d. Increment Dates:

The increment date shall be the first day of the teaching month subsequent to the month in which the increment was earned.

e. Reclassification:

Increases in salary resulting from increased qualifications will be granted when the teacher submits to the Board documentary proof of completion of requirements for increased qualification, together with a copy of application to T.Q.S. for higher category classification. Such increase in salary is conditional upon T.Q.S. approving the higher category. In the case of Category 5 plus fifteen (15) units, the Superintendent of Schools will approve placement in higher category as specified in Article 24 of the Agreement.

Any overpayment of salary resulting from failure to have application for higher category approved will result in the increase being rescinded, and any increased salary paid will be recovered from the teacher.

Such increases will be paid:

1. From September 1st of the school year if the above documentation is received by the Board by November 15th of that year (the teacher must submit T.Q.S. card by December 15th).

2. From January 1st of the school year if the above documentation is received by the Board by March 15th of that year (the teacher must submit T.Q.S. card by April 15th).

3. From April 1st of the school year if the above documentation is received by the Board by July 30th of that school year (the teacher must submit the T.Q.S. card by August 31st).

f. **Industrial Education Teachers:**

Industrial Education Teachers employed by the Board shall be placed on the I.E. Category of the Salary Scale or such higher category as determined by T.Q.S.

Those teachers paid according to the I.E. Category Scale shall:

1. Be teaching a minimum of fifty percent (50%) in the area of their specialty.
2. Have completed the Industrial Education Sponsored Program at U.B.C. or an equivalent program at another recognised university.
3. Be granted related experience increments upon approval of the Joint Grievance Committee up to a maximum of five (5) increments on the basis of one year's experience increment for each two (2) years of journeyman's experience subsequent to completion of apprenticeship.
4. Annually provide proof of successful completion of at least three (3) U.B.C. units of credit or their equivalent to qualify for an annual experience increment and to remain on the above scale. In any event, a teacher receiving salary payments under this Article must complete the requirements for professional certification within a maximum of five (5) years after employment.
5. Be granted a maximum of five (5) annual experience increments without full completion of professional certification (Category 4--T.Q.S.).

ARTICLE 5: REDUCTION IN SALARY

No teacher on staff shall incur a reduction in salary by the adoption of this Agreement.

ARTICLE 6: EMPLOYEE BENEFITS

a. **MSP Medical Benefits:**

Participation in the Board's group of Medical Services Plan of B.C. is considered to be a condition of employment unless the teacher provides evidence of other medical coverage. The Board shall pay seventy-five percent (75%) of the premiums payable for Medical Services Plan of B.C.

b. MSA Extended Health Benefits Plan:

Participation in the Board's group of Medical Services Association Extended Health Benefits Plan is considered to be a condition of employment unless the teacher provides evidence of other coverage for extended health benefits. The Board shall pay seventy-five percent (75%) of the premiums payable for the MSA Extended Health Benefits Plan covering the following:

1. \$25,000 Lifetime Maximum (includes out-of-province coverage).
2. Vision care (\$150 limit--24 months).
3. Hospital Co-Insurance. The daily rate of co-insurance shall be maintained at the co-insurance charge of B.C. Hospital Programs up to but not exceeding 2.433% of the average of Vancouver General Hospital's and Langley Memorial Hospital's daily rate for basic ward accommodation.

c. Group Life:

Participation in the Board's Group Life Insurance is considered to be a condition of employment. The Board agrees to pay seventy-five percent (75%) of Group Life Insurance Premiums for all teachers who are employed by the Board.

Any premium contributed by an employee toward the total premium payable under this policy for insurance of the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of his/her 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/her insurance.

d. Dental:

A teacher in the employ of the Board as of December 31, 1976 may participate in the Dental Plan underwritten by M.S.A. or any other plan or carrier mutually acceptable to the Association and the Board, and providing the following benefits:

Plan A - one hundred percent (100%) payment
Plan B - fifty percent (50%) payment

Note: Effective date of Plan C is July 1, 1988.
Plan C (Orthodontics) - fifty (50) percent with a \$1,250 lifetime maximum per insured person.

The Board will pay seventy-five percent (75%) of the premiums for the teachers participating in the plan.

For all teachers hired subsequent to December 31, 1976, participation in the dental plan shall be a condition of employment except for those teachers who produce evidence of other dental coverage.

All teachers who become eligible for participation in the dental plan after the date of their hiring must apply for coverage within thirty (30) days of the expiration of their previous coverage.

e. Maintenance:

Teachers on leave of absence receiving B.C.T.F. salary indemnity, to a maximum twelve (12) months, shall have their benefits maintained with the Board paying its share of the premiums. The teacher shall pay to the Board his/her share of the premiums.

Teachers on other leave of absence, and on salary indemnity beyond twelve (12) months shall have their benefits maintained provided the teacher requests such in writing one month prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on his/her behalf.

f. B.C.T.F. Optional Term Life Insurance Plan:

The Board will assist in the provision of this optional plan by making monthly premium deductions from teachers participating in the plan. Premiums are to be fully paid by the teacher.

g. Benefit Coverage in Case of Teacher's Death:

The Board shall continue the medical, extended health and dental benefits to the dependents of a deceased teacher for a period of three (3) months after the teacher's death. The premiums for such continuation shall be paid for in full by the Board.

ARTICLE 7: WORKERS' COMPENSATION

Teachers prevented from performing their regular teaching duties due to occupational accident resulting from employment with the School District, which is recognised by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the District the difference between the amount payable by the Workers' Compensation Board and their regular salary. The difference shall be deducted from the teacher's accrued sick leave. This clause does not apply in the case of a teacher who is drawing a disability pension from the Workers' Compensation Board.

ARTICLE 8: REGULAR PART-TIME TEACHERS

a. A regular part-time teacher is defined as a teacher who has a letter of appointment to this District to teach less than one hundred percent (100%) of full-time.

- b. A regular part-time teacher is to be paid on a pro-rata basis equal to the portion of the time appointed.
- c. Regular part-time teachers, who have a letter of appointment to fifty percent (50%) or more of full-time, shall be eligible to receive benefits under ARTICLE 6 of this Agreement on the same basis as full-time employees.

Participation for regular part-time teachers, whose appointment is less than fifty percent (50%) of full-time, shall be optional. The Board's portion of benefit premiums shall be pro-rated to percentage of appointment.

- d. Regular part-time teachers who have taught in this District for a period equivalent to ten (10) months shall be eligible for a salary increment on the next increment date following the completion of the ten (10) month period.
- e. Sick Leave:

Sick leave shall be pro-rated to the percentage of time taught in each school year.

ARTICLE 9: NEW POSITIONS

- a. Any position not described in the current contract or any position reclassified during the life of this contract, shall be considered as a new position:
- b. The salary, or allowance if any, shall be the subject of negotiations between the Association and the Board, and the results of such negotiations shall be made retroactive to the date the new position was filled. Until such time as negotiations conclude, the incumbent shall be paid an interim salary, as set by the Board. In such negotiations, the Board shall provide the Association with the appropriate job description. Whenever possible the salary, or allowance if any, shall be negotiated before the position is filled.
- c. In the event that the parties fail to reach agreement on the salary, or allowance, within thirty (30) school days, the matter shall be referred to a single arbitrator. By mutual consent, the time limit may be extended.
- d. In the event that the Board and the Association are unable to agree to the name of a mutually acceptable arbitrator, the selection shall be referred to the Minister of Labour.
- e. The decision of the arbitrator shall be final and binding on both parties and any joint cost incurred by the arbitration shall be shared equally between the Board and the Association.

ARTICLE 10: SECONDMENT.

A teacher who is seconded to District duties for a temporary period not exceeding one year shall receive the same salary and allowance as prior to secondment. If the secondment is to a position currently named in the agreement, the teacher shall receive the greater of current total salary, or the salary and allowance of the named position.

Secondment will be to perform a specific task or tasks, or to serve in an acting capacity in a named position.

Should a position filled by secondment continue beyond one year, the salary, and allowance if any, for the second and subsequent years will be negotiated under the terms of Article 9, New Positions.

Unless the teacher and the Board mutually agree otherwise, when a teacher is returned to regular duties from secondment he/she shall receive the same salary and allowance as would have been received had he/she continued in his/her former position.

ARTICLE 11: HELPING TEACHER

When a teacher is appointed to the position of Helping Teacher, Or is returned from the position of Helping Teacher, he/she shall receive the same salary and allowance as would have have been received had he/she continued in his/her former position.

ARTICLE 12: NOON SUPERVISION

The Board recognizes that noon supervision is an added duty during the teacher's lunch break.

The Board and the Association recognize that the care and control of pupils is an important responsibility.

THEREFORE, IT IS AGREED THAT:

- a. Teachers may be assigned noon supervision and teachers so assigned shall be paid at the rate of twenty dollars (\$20.00) per hour.
- b. One (1) teacher in each school shall be on call for emergent needs during the lunch break. Designation of available teachers in each school may be made by a schedule.

ARTICLE 13: LEAVE OF ABSENCE

Upon request from a teacher to the Superintendent of Schools through the Principal or immediate Supervisor, the Superintendent or designate is empowered to grant leave without loss of salary. All leave with the exception of Bereavement/Compassionate must receive prior permission. In the case of paternity leave, where prior request for leave of absence is not possible, then such request shall be submitted as soon as possible after the day of the leave.

a. Bereavement/Compassionate

Up to three (3) days leave with pay shall be granted where a death or serious illness, where recovery is in doubt, occurs in the immediate family of a teacher or teacher's spouse. Immediate family is defined as including parents, grandparents, children, brothers and sisters. An additional two (2) days may be granted where extensive travel is involved. Request for leave should be made as soon as practicable.

b. Paternity

One (1) day leave with pay shall be granted on the date of a child's birth.

c. Adoption

One (1) day leave with pay shall be granted on the date of adoption of a child.

d. Personal

One (1) day leave with pay shall be granted to meet a personal need or requirement which cannot be met without absence from school.

e. Legal/Jury Duty

Leave shall be granted to a teacher who has been summoned for Jury Duty or issued a subpoena to appear as a witness in court proceedings: the leave shall be for those days in which the teacher is actually performing such function. This leave may not be granted where a teacher is appearing on his or her own behalf. Any remuneration, other than reimbursement of expenses, received by the teacher shall be paid to the District.

f. Contract Negotiations

The Board will provide paid release time for five (5) teachers engaged in annual contract negotiations with the Board. The Association's negotiator shall be entitled to up to thirty (30) days; others up to fifteen (15) days. The Association will request leaves at least five (5) days in advance. The cost of any substitute teachers will be paid equally by the Board and Association for actual negotiation days.

g. Association President

1. A teacher elected to the position of President of the Association shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Association. Request for such leave should be in writing and received by the Superintendent of Schools prior to May 31st.
2. When a teacher who has been granted leave under paragraph 9. (1) above is re-elected to the position of President for an additional term or terms, additional leave of absence shall be granted subject to the further request of the Association.
3. Service while on leave from teaching duties as President of the Association shall earn credit as teaching experience for the purposes of pay increments on the salary scale in the Association/Board Agreement.
4. The Board shall pay the President of the Association full salary and benefits as per the instruction of the Association and shall be reimbursed by the Association the full amount of the costs.
5. A teacher returning to duties from leave of absence as President of the Association shall be placed in a position in the District comparable to the position held prior to the period of leave as President.
6. Statutory sick leave shall be accumulated or may be used during the leave.
7. Leave shall be granted to a teacher when required for covering the duties of the Association President during negotiations to a maximum of thirty (30) days, and for covering the duties of the Association President when absent due to illness. The Association will reimburse the District for substitute costs.

ARTICLE 14: PERSONAL PROFESSIONAL MATERIALS

The Board will replace teachers' personal professional materials lost through theft, fire, or damage while on School Board property, to a maximum of one hundred fifty dollars (\$150), provided that:

- a. The materials are required for teacher reference or classroom instruction:
- b. The materials are approved as required by the principal, and are listed in a personal professional materials inventory maintained in the principal's office.

ARTICLE 15: MILEAGE REIMBURSEMENT

Teachers and substitute teachers required to use their personal vehicles for Board business will be reimbursed at twenty-two (22) cents per kilometer, all such travel shall be pre-approved by the Superintendent of Schools or designate.

Teachers who are required to use their vehicles as part of their regular duties, and who travel in excess of sixteen hundred (1,600) kilometers per year, shall receive an additional allowance of one hundred fifty dollars (\$150) per year.

ARTICLE 16: AMENDMENTS TO AGREEMENTS

This Agreement may be amended by a joint conference of the Board and the Association or by their appointed representatives. Three months notice by either party asking amendment shall be given. The waiting period may be waived by mutual consent.

ARTICLE 17: BASIC SCALE--SEPTEMBER, 1987

Those teachers who moved to the 3/EA Category, Year 7, as of January 1, 1981, due to the deletion of the 2/EB Category, are eligible to receive annual experience increments upon successful completion of not less than three (3) U.B.C. units of credit or their equivalent.

BASIC SCALE - SEPTEMBER 1987

YEARS			5	6	I.E.
	21,503 L	23,661	26,120 M	27,806	23,622
1	22,507	24,827	27,522	29,353	24,788
2	23,511	25,993 B	28,924	30,900	25,954
3	24,515	27,159	30,326	32,447	27,120
4	25,519	28,325	31,728	33,994	28,286
5	26,523	29,491	33,130	35,541	29,452
6	27,527	30,657	34,532	37,088	30,618
7	28,531	31,823	35,934	38,635	31,784
8	29,535	32,989	37,336	40,182	32,950
9	30,539	34,155	38,738	41,729	34,116
10	31,543	35,321	40,140	43,276	35,282
11		36,487	41,542	44,823	36,448
	10 x 1004	11 x 1166	11 X 1402	11 x 1547	11 x 1166

+1.73%
ATT. 23

ARTICLE 18: ADVANCE

Each teacher on staff as of September 1st shall receive a salary advance of forty-five percent (45%) of net monthly salary on or before the fifteenth (15th) day of each month, except that in December the full salary will be paid by the last teaching day.

For teachers hired subsequent to September 1st, advances will commence the month following the month of hiring.

ARTICLE 19: DAILY DEDUCTION RATE

The rate of deduction for one (1) day without pay shall be defined as 1/200th of the current annual salary of the teacher.

The salary of a teacher taking leave of absence in excess of ten (10) consecutive teaching days will be calculated in accordance with Article 20: Adjustment for Partial Year Worked.

ARTICLE 20: ADJUSTMENT FOR PARTIAL YEARS WORKED

Teachers who commence teaching after the first day of school or whose employment terminates prior to the last day of school will receive, for the school year in which this occurs, payment of salary calculated as follows:

School days employed in that school year	X	Annual salary during that school year
Prescribed school days in that school year		

Final pay incorporating this calculation, less salary paid to date will be made in either the month of hire, or month of termination.

ARTICLE 21: ADJUSTMENT FOR CHANGE IN PERCENTAGE OF ASSIGNMENT

Teachers whose percentage of assignment changes during the school year will receive payment of salary for the period of each assignment calculated as follows:

Prescribed school days under each assignment	X	Annual salary during that school year
Prescribed school days in that school year		

Payment incorporating this calculation for days worked to the date of assignment change, less salary paid to date will be made in the month of assignment change.

ARTICLE 22: SUBSTITUTE TEACHERS

- a. Substitute teachers with a valid B.C. Teaching Certificate shall be paid as follows:
- \$102.00 per day for teaching one to five (1-5) consecutive days for the same teacher.
 - on the sixth (6th) and subsequent days teaching for the same teacher, paid on scale according to substitute teacher's T.Q.S. and recognised experience, retroactive to the first day of that assignment.
- b. After twenty (20) days continuous employment as defined in Article 4, (c) (4), a substitute teacher may use sick leave at the rate of one and one-half (1.5) days for each twenty (20) days of substitute service on the same assignment, accumulative on the same assignment. During the first twenty (20) days of continuous service, absence of up to two (2) days, due to illness, will not constitute a break in service.
- c. On the eleventh (11th) and subsequent days teaching for the same teacher, a substitute teacher will be entitled to attend any Professional Development days occurring during that assignment, with pay.
- d. Substitute teachers requested to teach for a full day shall be paid a full day's salary.

ARTICLE 23: MASTER'S DEGREE ALLOWANCE

Teachers holding a Master's or Ph.D. degree from a Canadian university, or a degree that is recognized by the Teacher Qualification Service as equivalent, shall be paid an additional allowance, in addition to placement on scale, of 1.73% of Category 6 maximum per annum.

ARTICLE 24: CATEGORY 5 PLUS 15 UNITS

- Teachers possessing a Category 5 professional certificate plus fifteen (15) units of acceptable university credit applicable to the subjects being taught shall be paid on the Category 6 scale. The following criteria shall determine applicability of courses for category 5 plus fifteen (15) credit.
- a. Courses must be senior courses numbered 300 or higher, except one of the courses, which is a pre-requisite, may be lower than 300.
 - b. Courses must be in no more than two (2) different areas other than education and must be related courses that will better equip the teacher for classroom duties.
 - c. Credits must not have been used toward present or prior certification, and must be obtained subsequent to present certification.

d. Approval of courses must be obtained from the Superintendent of Schools prior to taking courses. Teachers already in possession of credits will have the applicability of their courses evaluated by the Superintendent of Schools.

Teachers whose courses are not approved may submit the matter for final decision to the Joint Grievance Committee through the Association.

e. Teachers must apply in writing to the Superintendent for payment under this clause. Payment shall be from the first day of the month following application date.

ARTICLE 25: PRINCIPALS' AND VICE-PRINCIPALS' ALLOWANCES

For allowances determined on the basis of enrolment, the enrolment calculation shall be made on September 30th with the payment of allowances to be retroactive to September 1st.

Each principal and vice-principal shall be paid an allowance, in addition to placement on scale, based upon the following schedule:

a. Secondary Principals' Allowances:

Enrolment	Year 0	Year 1	Year 2
1 -- 400	12,323	13,478	14,634
401 - - 600	13,671	14,827	15,983
601 - - 800	15,020	16,175	17,330
801 --1000	16,367	17,523	18,678
1001 +	17,716	18,871	20,027

b. Secondary Vice-Principals' Allowances

Sixty percent (60%) of the above schedule of Secondary Principals' Allowances.

c. Elementary Principals' Allowances

Enrolment	Year 0	Year 1	Year 2
1 -- 150	5,426	6,616	7,808
151 -- 300	7,369	8,595	9,832
301 -- 450	9,311	10,575	11,855
451 -- 600	11,253	12,554	13,879
601 +	13,196	14,534	15,903

d. Elementary Vice-Principals' Allowances

Fifty-five percent (55%) of the above schedule of Elementary Principals' Allowances.

ARTICLE 26: SUPERVISORS' ALLOWANCES

Each supervisor shall be paid an annual allowance, in addition to placement on scale, according to the following schedule.

Years as Supervisor

Year 0	\$10,440
1	11,237
2	12,033

ARTICLE 27: DEPARTMENT HEAD ALLOWANCES

Department Heads shall be paid an allowance, in addition to placement on scale, of \$1,995 per annum.

ARTICLE 28: OTHER ALLOWANCES

- a. Co-ordinators shall be paid an allowance, in addition to placement on scale, of \$5,061 per annum.
- b. Consultants shall be paid an allowance, in addition to placement on scale, of \$3,866 per annum.
- c. Educational Psychologists and Educational Assessment Specialists shall be paid an allowance, in addition to placement on scale, of \$3,866.

ARTICLE 29: SENIORITY AND SEVERANCE PAY

a. Principle of Security

1. Security of employment increases in proportion to length of service in the employment of the Board provided the teacher possesses the necessary qualifications for positions which are available.
2. This Article applies only to teachers on a continuing appointment.

b. Definition of Seniority

1. 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 purpose of calculating seniority part-time teaching shall be pro-rated.
2. When the seniority of two (2) or more teachers is equal pursuant to sub-paragraph b(1), the teacher having the greatest continuous present service with the Board shall be deemed to have the greatest seniority.
3. When the seniority of two (2) or more teachers is equal pursuant to sub-paragraph b(2), the teacher with the greatest number of days of long term substitute teaching with the Board prior to appointment shall be deemed to have the greatest seniority. Long term substitute teaching in this Paragraph is defined as being continuous for the same teacher for a period of not less than sixty (60) working days.
4. When the seniority of two (2) or more teachers is equal pursuant to sub-paragraph b(3), the teacher having the greatest aggregate length of service with another school authority recognised for salary experience purposes shall be deemed to have the greatest seniority.
5. When the seniority of two (2) or more teachers is equal pursuant to sub-paragraph b(4), the teacher with earliest application for employment with the Board shall be deemed to have the greatest seniority.
6. For the purpose of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
 - (i) maternity leave;
 - (ii) educational leave;
 - (iii) parenthood leave;

- (iv) leave for duties with the Association or the British Columbia Teachers' Federation;
- (v) secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognised teacher exchange program;
- (vi) long term sick leave during which the teacher is in receipt of salary, or payments under coverage of the Salary Indemnity Plan;
- (vii) leave for teaching with the Department of National Defence or Canadian Universities Overseas.

7. 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 two (2) years, or by termination and re-engagement pursuant to this Article, or where, prior to November, 1981, a teacher having provided the Board with five (5) years consecutive service, resigned to upgrade his/her teaching qualifications through a program of study or research and was re-engaged after an absence of no more than one (1) school year.

c. Definition of Qualifications

- 1. "Necessary qualifications" in respect to a teaching position means possession of a valid teaching certificate for the Province of British Columbia, and a reasonable expectation, considering the teacher's university education, equivalent training, and classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment and where the Superintendent deems appropriate, a written commitment by the teacher to undertake a program related to the position to achieve a more fully qualified status relative to the new assignment within two (2) years of accepting the position.
- 2. The Superintendent of Schools shall determine necessary qualifications. A teacher disagreeing with the Superintendent's determination may appeal according to the procedure stated in Paragraph (d).

d. Appeal Procedure

- 1. A teacher disputing the Superintendent's determination as to whether he/she possesses the necessary qualifications for a particular position must submit an appeal in writing, to the Superintendent's office with a copy to the President of the Association within seven (7) calendar days of receipt of the termination notice giving rise to the dispute.

2. The dispute shall be submitted to an appeal committee comprising two representatives of the Board and two representatives of the Association who shall meet to resolve the matter within seven (7) calendar days of receiving the written statement of dispute which sets out in full the particulars of the disagreement. A majority decision of this appeal committee shall be final and binding on all parties, and not subject to further appeal.
 3. In the event that no majority decision is reached by the appeal committee however, the matter shall be referred to and decided by the Board within seven (7) calendar days of receipt of the appeal committee's report. The Board's decision will be final and binding, subject however, to submission by the Association to a mutually acceptable arbitrator within seven (7) calendar days of receipt of the Board's decision, should it be disputed. The arbitrator shall review the Board's decision on the grounds of reasonableness, good faith, and that the teacher has or has not shown that he/she has the necessary qualifications for the available position. The decision of the arbitrator shall be final and binding on all parties.
 4. The Board and the Association shall annually agree to a list of more than one (1) and up to four (4) arbitrators prior to December 1 of each year to serve for the following twelve (12) months. By mutual agreement between the parties at any point during the twelve (12) months, names of arbitrators may be deleted or added to the list. Should the Board and the Association not be able to agree on the names of at least two (2) arbitrators for the list, the provisions of the Arbitration Act shall apply.
 5. For each individual arbitration, where the arbitrator to serve cannot be agreed upon, such arbitrator shall be chosen by lot from those on the list.
 6. Any costs incurred by the arbitrator shall be shared equally between the Board and the Association. The parties shall be responsible for their own individual costs.
 7. The arbitrator shall not add to, amend, vary or delete from any term or condition of this Article.
- e. Security of Employment Based on Qualifications and Seniority
1. When, for bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the level of educational programs or 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.

2. 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 sub-paragraph e(1), and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Article otherwise dealing with transfers.
3. Nothing in sub-paragraphs e(1) or e(2) 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.
4. The Board shall give each teacher whose contract it intends to terminate pursuant to this Article, forty-five (45) calendar days' notice in writing, such notice to contain the reason for the termination and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association.
5. A teacher served notice pursuant to this Article, who possesses the necessary qualifications to perform the duties of a position occupied by a teacher with less seniority, shall make written application to the Superintendent's office for said position within ten (10) working days of receipt of termination notice. If successful the teacher shall be placed in the requested position occupied by the teacher with the least seniority. The written application will include the teacher's qualifications for the position.

f. Right of Re-engagement

1. When a position on the teaching staff of the District becomes available the Board shall, notwithstanding any other provision of this Article except sub-paragraph f(4) below, offer re-engagement to the teacher who has the most seniority among those whose contracts have been 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 right of re-engagement pursuant to this Article.
2. A teacher who is offered re-engagement pursuant to sub-section f(1) shall inform the Board whether or not the offer is accepted within seventy-two (72) hours, exclusive of weekends and Statutory Holidays, of the receipt of such offer. If the Board has not been notified within the allotted time, the teacher with the next greatest seniority shall be offered the position provided that he/she has the necessary qualifications.

3. The Board shall allow ten (10) working days from an acceptance of an offer under sub-paragraph f(2) 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 not exceed thirty (30) calendar days. The Superintendent of Schools may grant one (1) extension of up to thirty (30) days.
 4. A teacher's right to re-engagement under this Article is lost if:
 - (i) the teacher elects to receive severance pay under Paragraph (j) of this Agreement; or
 - (ii) the teacher refuses to accept two (2) continuing positions for which he/she possesses the necessary qualifications; or
 - (iii) the teacher accepts a continuing appointment with another district; or
 - (iv) Twenty-four (24) months have elapsed from the date of termination under this Article and the teacher has not been re-engaged.
 5. Upon re-engagement a teacher shall be entitled to a continuing appointment to the teaching staff of the district.
 6. A teacher on the re-engagement list is responsible for keeping the office of the Superintendent of Schools informed of changes of name, address and phone number. Receipt of a re-engagement offer sent by registered letter at the last known address shall be considered receipt for the purposes of sub-paragraph f(2).
 7. If the position accepted is a temporary one, the teacher shall retain the right to re-engagement to a continuing appointment, for which the teacher is qualified, in accordance with this Article. Any service accumulated during a temporary appointment shall not be credited to the teacher's seniority until he/she is re-engaged to a continuing appointment.
- g. Sick Leave
- A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
- h. Seniority List
- The Board shall by October 15th of each year forward to each place of work and to the Association a list of all teachers employed by the Board, in order of seniority calculated according to this Article, setting out the length of seniority as of September 1st of that year.

A teacher disagreeing with his/her seniority date as shown on this list must request a review in writing to the Superintendent's office, within fifteen (15) calendar days of the list's publication and updating thereafter. Such request shall include reasons for the review.

i. Benefits

A teacher who retains rights of re-engagement pursuant to paragraph (f) shall be entitled, if otherwise eligible, to maintain participation in all employee benefits-enrolled in prior to termination, by payment of the full cost of such benefits to the Board.

j. Severance Pay

1. A teacher on continuing appointment who has one (1) or more years of continuous service with the district and whose contract is terminated, save and except a teacher whose contract is terminated or dismissed 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 Paragraph (f) is lost.
2. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each year of service, or portion thereof, to a maximum of one year's salary. Salary and service on which severance pay is calculated shall be based on the teacher's salary and the years of service at the time of his/her termination.
3. A teacher who receives severance pay pursuant to this Paragraph and who, notwithstanding Paragraph (f), is subsequently rehired by the Board, shall retain any payment under the terms of this Article, and in such case the calculation of years of service only for purposes of sub-paragraph j(2) shall commence with the date of such rehiring.

SIGNED at Langley, British Columbia, this 3rd day of December, 1987.

For the Board of School Trustees

For the Langley Teachers' Association

LETTER OF UNDERSTANDING

In order to address some uncertainty created by Bills 19 and 20 it is hereby agreed by the Board of School Trustees of School District No. 35 (Langley) and the Langley Teachers' Association that whenever expressly permitted by legislation, or not contrary to any legislation, even though the School Act sections themselves may no longer be in effect, the following will apply:

- (a) The working conditions and/or conditions of employment of teachers employed by the Board will be continued by the parties in their existing form until the items have been discussed and agreement on such items has been reached in a subsequent agreement under the new legislation.
- (b) Section 88(d) of the School Act regarding B.C.T.F. dues and Section 140 of the School Act regarding Federation membership, provided that no other Association or Union is the authorized bargaining representative for the teachers.
- (c) Sections 122, 123, and 125 of the School Act regarding suspensions or dismissals, termination of contracts and leave of absence respectively.
- (d) School Act Regulation 65 regarding termination of continuing contract.
- (e) In the event that statutory appeal procedures provided under the Act are repealed, and no alternative legislative process is available, the parties agree that any dispute shall be resolved pursuant to the grievance procedure in the L.T.A.--Board Salary Agreement.

December 3, 1987
Date

For Langley Teachers' Association

December 3, 1987
Date

For Board of School Trustees

LETTER OF UNDERSTANDING

It is hereby agreed that the Board of School Trustees may red circle the total salary and allowance at the June 1987 level of those Principals whose September 1987 salary and allowance would have been less than June 1987 as a result of a District initiated transfer. There are to be no increases as a result of negotiated settlements until the combined salary and allowance exceeds the June 1987 level.

December 3, 1987
Date

For Langley Teachers' Association

December 3, 1987
Date

For Board of School Trustees

WORKING CONDITIONS AGREEMENT

BETWEEN

**BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 35 (LANGLEY)**

AND

LANGLEY TEACHERS' ASSOCIATION

NOVEMBER 1, 1986 TO JUNE 30, 1990

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WORKING CONDITIONS AGREEMENT

Between

The Langley Teachers' Association
(hereinafter referred to as "the Association")

And

The **Board** of School **Trustees**
School District No. **35** (Langley)
(hereinafter referred to as "the Board")

ARTICLE I: TERM OF AGREEMENT

This Agreement shall take effect November 1st, 1986, and shall continue in effect until June 30th, 1990. Thereafter the Agreement may be renewed for further periods of time by mutual agreement.

This Agreement may be opened for amendment from January 1st, 1988 to February 15th, 1988, to be effective July 1st, 1988, and any year thereafter pursuant to Article III of this Agreement.

ARTICLE II: SCHOOL ACT AND REGULATIONS

Nothing in this Agreement shall be construed to conflict with the provisions of the School Act and Regulations. The appeal procedures outlined in the School Act and Regulations shall apply.

ARTICLE III: AMENDMENT TO AGREEMENT

- a. On or before February 15th of each calendar year, either party may serve written notice to amend the provisions. The parties agree to meet within twenty (20) days of such notice.
- b. In the event that no agreement is reached on the proposed amendment(s) by May 31st of each year, the existing provisions shall continue in effect. Amendments agreed to shall take effect July 1st of each year. The timelines may be extended by mutual agreement of the parties.
- c. Specific provisions of this Agreement may be opened for negotiation at any time by mutual agreement of the parties.

ARTICLE IV: APPEAL PROCEDURE

Should there be a disagreement as to the application or interpretation of the provisions of the Articles of this Agreement, the following resolution procedure shall be followed:

- a. Within ten (10) days of the occurrence of a dispute the teacher shall request a meeting with the immediate supervisor to seek resolution. The teacher may be accompanied at this meeting by another member of the Association.
- b. If resolution is not achieved within seven (7) days of the meeting referred to in (a) the teacher may, within the next seven (7) days, refer the matter in writing to the Superintendent of Schools or designate for review and possible resolution between teacher and supervisor. The written notification is to include a description of the grievance and possible remedy/ies.
- c. If resolution is not achieved within seven (7) days of the matter being referred to the Superintendent or designate, the Superintendent or designate and a representative of the Association shall meet to discuss the matter. If a resolution is not achieved within seven (7) days of this meeting, either party may refer the matter to Arbitration.
- d. If the Association and the Board cannot agree to name a mutually acceptable Arbitrator within seven (7) days of the matter being referred to Arbitration, the Minister of Labour shall be requested to appoint an Arbitrator. The timeline may be extended by mutual agreement.
- e. The ruling of the Arbitrator as to whether the provisions of the contract have been properly applied or interpreted shall be final and binding upon the parties.
- f. If the Arbitrator rules that provisions of the contract have been improperly applied or interpreted, she or he shall refer the matter to the parties for a further decision that is in keeping with the ruling.
- g. In no case shall the Arbitrator have the authority to alter, amend or modify the provisions of this Agreement.
- h. The cost of the Arbitration shall be shared equally by the Association and the Board.
- i. No teacher shall suffer any form of discipline or discrimination by the Board or the Association as a result of her/his having filed a grievance or having taken part in any proceedings under this Article.

ARTICLE V: PART-TIME ASSIGNMENT

- a. A teacher with a continuing full-time appointment to the teaching staff of the district may, without prejudice to that appointment, submit a request to the Superintendent of Schools for a part-time assignment, specifying the fraction of time for which the part-time assignment is requested. The request shall be for periods of a full school year, not to exceed two (2) years and must be submitted by April 1st preceding the effective school year of the part-time assignment. Due consideration shall be given to all requests.
- b. The part-time assignment must be acceptable to the Superintendent.
- c. If the request is granted, the teacher, at the expiration of the period of time for which the Board has made the part-time assignment, shall be returned to a similar continuing full-time position as previously held, not necessarily in the same school.
- d. The teacher may request a return to a full-time assignment at an earlier date, with placement to be made when and where possible as determined by the Board. Article 29, Section f of the Salary and Bonus Agreement between the parties shall take precedence.
- e. Notwithstanding Article VI of this Agreement, teachers currently on part-time assignment who apply for available positions of greater percentage of time, shall be considered prior to outside applicants. For positions to be filled during the school year, applications from teachers currently on part-time assignment shall be given first consideration, provided there is no conflict between the teacher's current position and the one applied for. Article 29, Section f of the Salary and Bonus Agreement between the parties shall take precedence.
- f. Interviews shall be granted but not necessarily limited to the applicants referred to in (e) of this Article who have the required qualifications for the position available. "Required qualifications" shall be defined as the academic training, experience, and skills necessary to immediately assume the duties and responsibilities of the available position.
- g. The parties agree that the selection and assignment of teachers is the responsibility of the Board. The selection of a candidate to fill a position shall be determined by the Superintendent of Schools or the Board.

ARTICLE VI: TEMPORARY APPOINTMENTS

- a. Temporary appointments shall be in accordance with the School Act and regulations.
- b. Applications from teachers who are or who have been on temporary appointment to the district within twelve (12) months of a position

becoming available shall be given first consideration for the position. Article V of this Agreement and Article 29, Section f of the Salary and Bonus Agreement between the parties shall take precedence.

- c. Interviews shall be granted but not necessarily limited to the applicants referred to in (b) of this Article, provided they indicate that they possess the required qualifications for the position available. "Required qualifications" shall be defined as the academic training, experience, and skills to immediately assume the duties and responsibilities of the position available.
- d. The parties agree that the selection and assignment of teachers is the responsibility of the Board. The selection of a candidate to fill a position shall be determined by the Superintendent of Schools or the Board.

ARTICLE VII: LONG TERM PERSONAL LEAVE

Teachers shall be entitled to a one year leave of absence for personal reasons on the following basis:

- a. The leave will only be granted for one (1) school year July 1st to June 30th.
- b. Leave shall be without pay.
- c. Application for the leave shall be submitted in writing to the Superintendent of Schools prior to April 1st of the year of intended leave.
- d. Upon return from leave a teacher has security of appointment but not necessarily to the same position or school as prior to leave.
- e. The teacher may request early return from leave, with placement to be made when and where possible as determined by the Board.
- f. The teacher may arrange for continuation of benefits during the leave. The teacher shall pay the full cost of the benefit premiums.

ARTICLE VIII: TRANSFER OF TEACHERS

- a. Transfer of teaching staff may be self-initiated or requested by a principal or the Superintendent. In all cases, the reason for the transfer must be clearly stated in writing and available to the individuals concerned.
- b. Consultation between persons directly affected by a transfer will take place before its implementation.

- c. Each year, the Board will provide schools/staff and the Association information as to staffing timelines for the subsequent school year.
- d. All vacancies to take effect at the start of a school year shall be posted as soon as possible in all schools and centres in the School District.

Copies of all postings shall be provided to the Association.

- e. Prior to receipt of written notification of a transfer, a teacher may request a meeting with the Superintendent to discuss the transfer. The teacher may be accompanied by a representative of the Association.
- f. In cases where a Board-initiated transfer is made after the start of a school year, and where the assignment is different from the current assignment, the Board will assist the teacher in relocation if required and may, at the discretion of the Superintendent or designate, provide some preparation time prior to resumption of actual teaching duties.
- g. In the event that a teacher-initiated request for transfer is not granted, the teacher may, within seven (7) days, appeal in person to the Superintendent and may be accompanied by a representative of the Association.

ARTICLE IX: REPORTS ON TEACHERS

- a. The prime purpose of evaluation is to improve future performance,
- b. Formal written evaluation on the work of a teacher shall be carried out on a regular basis. The criteria and process to be used, including scheduled or unscheduled supervisory visits shall be discussed between the teacher and the evaluator.
- c. Following each observation or supervisory visit, the evaluator will discuss with the teacher his/her observations and impressions.
- d. Any written report that finds fault with the work of a teacher shall include constructive suggestions and advice for improvement.
- e. Formal reports of principals, superintendents, assistant superintendents and directors on the work of a teacher shall be written independently.
- f. A report shall be written only on those aspects of the assignment which have been observed or discussed with the teacher.
- g. Reports shall note the teacher's areas of professional training, experience, and current assignment.
- h. The evaluator shall give the teacher advice and provide a plan of assistance should any weakness be observed.

- i. The teacher shall be shown a draft of any written report so that the teacher may have the opportunity to point out any factual errors or omissions.
- j. Within seven (7) days of receipt of a written report, the teacher may request a meeting with the evaluator to discuss the report. Such meetings shall be held within fourteen (14) days of the request, and the teacher may be accompanied by a representative of the Association.
- k. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
- l. The foregoing procedures shall also apply to the supervision and evaluation of the performance of teachers assigned to posts of special responsibility.

SIGNED at Langley, British Columbia, this 3rd day of December, 1987.

For the Board of School Trustees

For the Langley Teachers' Association