



# B.C. Teachers' Federation

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2235 Burrard Street, Vancouver, BC, V6J 3H9

THIS AGREEMENT made this 1st day of January, A.D. 1985 pursuant to Section 134 of The School Act.

BETWEEN THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 3 (KIMBERLEY)

(hereinafter called the Board)

AND THE KIMBERLEY AND DISTRICT TEACHERS' ASSOCIATION

(hereinafter called the Association)

Commencing 85 01 01, teachers' salaries and bonuses, salary schedules and bonus schedules payable to members of the Association shall be paid and applied, in accordance with the provisions hereof which, for convenience of reference are divided into six parts as follows:

Salaries	Article I.	Sections 1 to 4 inclusive
Allowances	Article II	
Bonuses	Article III	
Employee Benefits	Article IV,	Sections 1 to 4 inclusive
General Provisions	Article V,	Sections 1 to 4 inclusive
Duration of Agreement	Article VI	

## COLLECTIVE AGREEMENT

IN THE MATTER OF THE SCHOOL ACT

R.S.B.C. 1960 CHAPTER 319, AND AMENDING ACTS

EFFECTIVE 85 01 01

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF

SCHOOL DISTRICT NO. 3 (KIMBERLEY)

AND

THE KIMBERLEY AND DISTRICT TEACHERS' ASSOCIATION

## ARTICLE I--SALARIES

### Sec. 1. - Classification

- a. Except as elsewhere herein provided the salary category of each teacher shall be established in accordance with the years of preparation and certification as follows:

<u>Permit/Certificate</u>	<u>Category</u>
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Teachers holding an EB Certificate will be paid on EA scale, less two increments. Level eight is the maximum grid level obtainable with EB credentials

EA or Standard Teaching Certificate (s) with 3 years of preparation	3
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PC or Professional Teaching Certificate (P) with 4 years of preparation	4
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PB or Professional Teaching Certificate (P) with 5 years of preparation	5
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SD 3 (Kimberley)

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|--|-----------------|
| PA, PAM or Professional Teaching Certificate (P) | <u>Category</u> |
| with 6 years of preparation                      | 6               |
- b. Teachers holding letters of permission (LP) whose years of preparation can be equated to years of university training shall be paid as if in the category next below that which would apply if their total years of training had included one year of teacher preparation.
- c. Persons holding Letters of Permission (LP) whose years of preparation cannot be equated to years of university training shall be paid as if in a salary category which will provide a salary appropriate to their teaching function as determined by the Board using such guidelines as may be adopted by the Board and the Association for the purpose.

Sec. 2 - Proof of Qualifications

- a. The Board will accept proof of preparation and/or qualification for placement within a salary category a statement verifying such preparation and/or qualifications by the Provincial Teachers' Qualification Board, or by the Registrar of the Ministry of Education.
- b. During any school year while this Agreement is in effect the qualifications of a teacher for placement within a salary category shall be established by proof acceptable to the Board not later (except by leave of the Board in extenuating circumstances) than December 15th of that school year and shall be recognized as September 1st in the said school year.

Sec. 3 - Proof of Experience

- a. Full credit shall be granted for teaching experience in schools operated under Provincial authorities, or comparable authorities in the British Commonwealth or the United States of America, subject to:
- i. A minimum of eight (8) months full time employment during a school year is required to constitute a year's experience.
- ii. Two periods of full time employment, each of less than eight (8) months but more than six (6) months, and in consecutive school years, will combine to constitute a year's experience.
- iii. Two periods of full time employment each of five (5) months under a semester system, in consecutive school years will combine to constitute a year's experience.

iv. Appointments on a regular and temporary part time basis for a full school year constitute credit proportionate to the time worked. When converting such experience to full time credit, if the cumulative percentage over a consecutive three (3) year period equated to at least eight (8) months of full time employment, one year's experience is credited.

v. Services as a teacher member of a recognized Faculty of Education as recognized by the Ministry of Education of British Columbia for certification purposes shall carry full experience.

- b. Payroll will be adjusted for increment on September 1st or February 1st each year.

Sec. 4 - Non-Teaching Experience

- i. Years of experience in an occupation or occupations closely related to his main teaching subject or subjects may be recognized for placing the teacher on the salary scale.
- ii. Each two years of such experience if recognized shall be recognized as one year of teaching experience to a maximum of five years.

ARTICLE 11--ALLOWANCES

- a. In addition to his basic salary, each Principal and Vice-principal shall be paid an annual administrative and supervisory allowance according to the following schedule, expressed as a percentage of the salary of a Category 5 teacher at maximum, less \$1,807. For the purpose of determining administrative allowances, the calculation of full time equivalent teachers shall include child support workers and other such non-certificated personnel engaged by the Board in the instruction of students under the direct jurisdiction of a principal.

The Principal is not one of the teachers supervised.

	<u>Principals</u>	<u>Vice-Principals</u>
In respect of each of the first 5 teachers supervised	3.5%	<b>63.1%</b> of what he would be allowed if he were Principal of the school
In respect of each of the 6th to the 15th teacher supervised, inclusive	1.5%	
In respect of each of the 16th to the 25th teacher supervised, inclusive	1.0%	

Principals      Vice-Principals

In respect of each other teacher supervised      0.5%

d. District special counsellor

In addition to the annual basic salary any person designated by the Board as District Special Counsellor shall be paid an annual administrative allowance of 10% of his/her salary category.

c. Administrative Assistants

Administrative Assistants employed in lieu of a Vice Principal shall be paid on the same experience pattern as exists in the schedule for Vice Principals as follows:

The Vice Principal's allowance of that school shall be divided equally among all such administrative assistants.

ARTICLE III - BONUSES

In addition to his annual basic salary a teacher in Category 4 shall be paid an annual bonus in the amount of one category 4 increment in ten (10) equal monthly installments with salary, for holding the degree of Bachelor of Education (Elementary) (British Columbia or the equivalent thereof).

ARTICLE IV - EMPLOYEE BENEFITS

Sec. 1

The Board shall pay seventy five per cent (75%) of the cost of premiums for Medical Services provided under the British Columbia Medical Plan.

Sec. 2 - Extended Health Benefits

The Board shall pay one hundred per cent (100%) of the cost of premiums for the Extended Health Benefit Plan.

Sec. 3 - Group Life Insurance

The Board shall pay one hundred per cent (100%) of the premiums of the Group Life Insurance Plan.

Sec. 4 - Dental Plan

The Board shall pay seventy-five per cent (75%) of the cost of premiums of the Dental Plan underwritten by MSA.

ARTICLE V - GENERAL PROVISIONS

Sec. 1 - No Cut Clause

No teacher shall suffer reduction in salary as a result only of the implementation of the Agreement provided that, in the case of Principals and Vice-Principals, salary and allowances shall be payable according to provisions of this Agreement when any change in administrative appointment becomes effective.

Sec. 2 - Grievance-Arbitration Procedure

In the event that any difference arises between the parties about the interpretation or application of this agreement including any question as to whether the matter is arbitrable, such difference shall be finally and conclusively settled as follows:

Step 1

Such difference shall be reduced to writing and presented to a designated person of the other party within ten days. Each party will designate a person for the purpose of this procedure.

Step 2

If the difference is not settled within ten days, or such longer time mutually agreed, the grievance shall be clarified in writing and referred to an adjustment committee of one or more representatives in equal number from each of the parties.

Step 3

If the adjustment committee fails to settle the grievance within fourteen days or such further time allowed in any case by a majority of the committee, an additional person shall be appointed to the committee by decision of a majority of the committee. A final and binding decision shall be made within fourteen days. If there is no majority decision, the decision of the additional member shall be the decision of the committee.

Each party shall bear its own cost and share the cost, if any, of the additional committee member.

Sec. 3 In Service

A sum of \$14,100 will be made available for the 1985 short fiscal year and \$23,500 for the 1985/86 school fiscal year.

Sec. 4 Termination of Employment

A. Principle of security

The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in security of teaching employment, provided they possess the necessary qualifications for the positions available.

B. When the Board

- a. considers that there are insufficient current operating funds budgeted to maintain current levels of employment,
- b. makes a change in its organizational structure,
- c. discontinues a program, activity or service, or
- d. reduces the level of a program, activity or service.

the Board may terminate a teacher in accordance with the provisions of Addendum #2 to this contract.

C. Nothing in the provisions of Addendum #2 shall interfere with or limit the Board's direction in making or maintaining appointments under Section 9 and 119 (3) of the School Act.

D. Any dispute with respect to the interpretation or application of this addendum, except for Section 3.0, will be resolved by the procedures set out in Article V, Section 2; however, the parties agree that the terms of Article V, Section 4 and Addendum #2 cannot be changed by arbitration procedures except if the terms relate to matters of salary and bonus as defined in the School Act.

ARTICLE VI---DURATION OF AGREEMENT

This Agreement Shall remain in effect for eighteen (18) months commencing 85-01-01 to 86-06-30 inclusive.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL. SIGNED THIS 9th DAY OF May, 1985.

KIMBERLEY AND DISTRICT  
TEACHERS' ASSOCIATION

BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 3 (KIMBERLEY)

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY-TREASURER

ADDENDUM NO. 1

SCHOOL DISTRICT NO. 3 (KIMBERLEY)  
 SALARY SCHEDULE, 1985 SHORT FISCAL YEAR  
 1985/86 SCHOOL FISCAL YEAR

Except as provided by the Agreement, each teacher shall be paid an annual basic salary according to his salary category and experience, as set out in the following schedule:

<u>Years of Experience</u>	<u>EA</u>	<u>PC</u>	<u>PB</u>	<u>PA</u>
0	21,191.	23,177.	26,285.	28,596.
1	21,951.	24,105.	27,447.	29,921.
	22,440.	24,769.	28,347.	30,985.
3	23,470.	25,968.	29,777.	32,580.
4	24,500.	27,167.	31,207.	34,175.
5	25,530.	28,366.	32,637.	35,770.
6	26,560.	29,565.	34,067.	37,365.
	27,590.	30,764.	35,497.	38,960.
8	28,620.	31,963.	36,927.	40,555.
9	29,650.	33,162.	38,357.	42,150.
10	30,680.	34,361.	39,787.	43,745.
	1x750	1x929	1x1162	1x1325
	1x489	1x663	1x900	1x1064
	8x1030	8x1199	8x1430	8x1595

A regular relieving or part time teacher's salary shall be a part of full salary calculated in the same ratio thereto as the teaching time of the regular relieving or part time teacher bears to full-time teaching.

ADDENDUM NO. 2

SCHOOL DISTRICT NO. 3 (KIMBERLEY)

1.0 TERMINATION PROCEDURES

- 1.1 The Board shall retain those teachers who have the greatest seniority provided they **possess** the necessary qualifications for the positions available.
- 1.2 When the Board terminates a teacher under the provisions of this contract, the effective date of the termination shall be no earlier than the end of the school term in which the notice is given.
- 1.3 The notice shall be given in writing, at least thirty days in advance of the effective date of termination specified in the notice.
- 1.4 The notice shall outline the reasons for the termination and shall include a list of teaching positions, if any, in which the Board proposes to retain a teacher with less seniority.
- 1.5 The notice shall also outline the teacher's rights to re-engagement/severance pay.

2.0 DEFINITION OF SENIORITY

- 2.1 In this agreement, "seniority" is defined as the total number of full-time equivalent months a teacher has been employed by School District #3 (Kimberley) under Sections 9 and 119 of the School Act.
- 2.2 Upon receipt of a continuing appointment all temporary service with the Board shall count towards seniority outlined in Section 2.1.
- 2.3 When the seniority of two or more teachers is equal pursuant to section 2.1, the teacher with the greatest number of full-time equivalent months of present continuous employment with the Board shall be deemed to have the greatest seniority.
- 2.4 When the seniority of two or more teachers is equal pursuant to section 2.3, the teacher with the greatest number of full-time equivalent months of service with another school authority recognized for salary experience purposes in the Salary Agreement shall be deemed to have the greatest seniority.

2.5 When the seniority of two or more teachers is equal pursuant to section 2.4, the teacher with the earliest offer of continuing appointment with the Board shall be deemed to have the greatest seniority.

2.6 For the purpose of this section, leaves of absence in excess of one month shall not count toward seniority with the Board except:

- (i) Maternity Leave as outlined in the Employment Standards Act
- (ii) Leave for duties with the Association or the BCTF.
- (iii) Secondment to the Ministry of Education, a faculty of education, another school district, or participation in a recognized teacher exchange program.
- (iv) Long-term sick leave.

2.7 By October 15th of each year, the Board shall forward to the Association a list outlining the seniority of each teacher on September 1st in accordance with the provisions of this agreement.

### 3.0 DEFINITION OF NECESSARY QUALIFICATIONS

3.1 In this agreement, "necessary qualifications" means:

- (i) evidence of appropriate training in the teaching area(s) required for the available position; and/or
- (ii) records of recent and relevant teaching and/or work experience in the teaching area(s) required for the available position and
- (iii) a reasonable expectation that the teacher will be able to perform the duties of the position in a satisfactory manner.

3.2 should any question arise as to whether a terminated teacher does or does not have the necessary qualifications for an available teaching position, the teacher shall refer the matter to a Qualifications Committee composed of two teachers representing the Association, the Superintendent of Schools and the Director of Instruction within seven days of the teacher receiving notice of termination.

3.3 A majority decision by the Qualifications Committee shall be final and binding on all parties. However, in the event that the Qualifications committee cannot reach a majority decision within seven days, the matter shall be referred to a single arbitrator, who shall render a decision that is final and binding on all parties within seven days of receiving the referral.

3.4 The arbitrator shall be selected by draw from the following list of mutually agreed upon arbitrators:

- 1. Bill Allester
- 2. Stan Evans
- 3. Pat Grant
- 4. Eric Lewis
- 5. Gene Maglio
- 6. Adam Robertson

3.5 The expenses of the single arbitrator shall be borne jointly by the Board and the Association.

### 4.0 RE-ENGAGEMENT RIGHTS

4.1 A teacher who has seniority rights under Section 2.0 and who is terminated under the provisions of this agreement shall be placed on a re-engagement list.

4.2 In addition to the rights specified elsewhere in this Addendum:

- (i) a teacher shall be entitled to a continuing appointment to the teaching staff of the district if the teacher held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this agreement:
- (ii) a teacher on the re-engagement list who possessed a continuing full-time appointment prior to termination shall not prejudice his/her opportunity to be offered the next available continuing full-time position for which he/she is qualified by accepting a part-time position.

4.3 A teacher who retains rights of re-engagement under this agreement, shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the salary agreement by payment of the full costs of such benefits to the Board, subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed and is not otherwise entitled to a benefit package.

4.4 when a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this agreement, provided that the 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 rights of re-engagement pursuant to this section.

4.5 A teacher who is offered re-engagement pursuant to item 4.4 shall inform the Board in writing whether or not the offer is accepted within 48 hours of the receipt of such offer.

4.6 The Board shall allow a maximum of thirty days from acceptance of an offer under item 4.4 for the teacher to commence teaching duties. provided that, where the teacher is required to give another employer a longer period of notice, the Board may agree to extend this time limit.

4.7 A teacher's right to re engagement under this section is lost if:

- (i) the teacher elects to receive severance pay under this agreement
- (ii) the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications: or
- (iii) three years elapse from the date of termination under this agreement and the teacher has not been re-engaged.

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

#### 5.0 SEVERANCE PAY

5.1 A teacher who is terminated under the provisions of this agreement may elect to receive severance pay by informing the Superintendent of Schools within fourteen months of the date of termination provided that the teacher has not been re-engaged by the Board.

5.2 Severance pay shall be calculated at the rate of 5% of one year's salary for the first three years, 7.5% thereafter of most recent continuous service with the school district to a maximum of one year's salary.

5.3 Salary on which severance pay is calculated shall be based on the teacher's salary at the date of termination.

5.4 A teacher who receives severance pay under the provisions of this agreement and who is subsequently rehired within a fourteen month period of termination by the Board shall reimburse the Board for any payment received in ten (10) monthly installments.

