



B.C. Teachers' Federation

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2235 Burrard Street, Vancouver, BC, V6J 3H9

SALARY AGREEMENT FOR THE PERIOD OF JANUARY 1, 1985 TO JUNE 30, 1986

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)

AND: THE PEACE RIVER NORTH TEACHERS' ASSOCIATION

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SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

SALARY AGREEMENT FOR THE PERIOD OF
JULY 1, 1985 TO JUNE 30, 1986

This Agreement respecting the salaries and bonuses of Teachers is made pursuant to the schools Act of the Province of British Columbia this 29th Day of November. A.D. 1985, to take effect June 30, A.D. 1985.

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH), hereinafter referred to as "The Board"

PARTY OF THE FIRST PART

AND: THE PEACE RIVER NORTH TEACHERS' ASSOCIATION, hereinafter referred to as "The Association"

PARTY OF THE SECOND PART

WITNESSETH: That the Parties agree each with the other that:

CLAUSE I(a)--BASIC SALARY SCALE

Effective June 30th, 1985, and except as otherwise provided, the annual salary of each Teacher to whom this Agreement applies shall be determined in accordance with the following schedule:

<u>Years Experience</u>	CERTIFICATION				
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0		20,736	23,041	25,362	27,965
1		21,824	24,347	26,860	29,599
2		22,912	25,653	28,358	31,233
3		24,000	26,959	29,856	32,867
4		25,088	28,265	31,354	34,501
5		26,176	29,571	32,852	36,135
6	24,798	27,264	30,877	34,350	37,769
7	25,729	28,352	32,183	35,848	39,403
8	26,660	29,440	33,489	37,346	41,037
9	27,591	30,528	34,795	38,844	42,671
10		31,616	36,101	40,342	44,305
	931	10x1088	10x1306	10x1498	10x1634

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SD of Peace River North

SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

SALARY AGREEMENT for the period of January 1 to June 30, 1985.

This Agreement respecting the salaries and bonuses of Teachers is made pursuant to the Schools Act of the Province of British Columbia this 14th Day of MAY, A.D. 1985, to take effect January 1, A.D. 1985.

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH), hereinafter referred to as "The Board".

PARTY OF THE FIRST PART

AND: THE PEACE RIVER NORTH TEACHERS' ASSOCIATION, hereinafter referred to as "The Association"

PARTY OF THE SECOND PART

WITNESSTH: That the Parties agree each with the other that:

CLAUSE I(b) - BASIC SALARY SCALE

Effective January 1, 1985, and except as otherwise provided, the annual salary of each Teacher to whom this Agreement applies shall be determined in accordance with the following schedule: -

C E R T I F I C A T I O N

Years Experience	2	3	4	5	6
0		20,636	22,941	25,262	27,865
1		21,724	24,247	26,760	29,499
2		22,812	25,553	28,258	31,133
3		23,900	26,859	29,756	32,767
4		24,988	28,165	31,254	34,401
5		26,076	29,471	32,752	36,035
6		27,164	30,777	34,250	37,669
7		28,252	32,083	35,748	39,303
8		29,340	33,389	37,246	40,937
9	27,491	30,428	34,695	38,744	42,571
10		31,516	36,001	40,242	44,205
		10x1088	10x1306	10x1498	10x1634

CLAUSE I(c) - SUBSTITUTE TEACHERS

Qualified Substitute Teachers shall be paid at the following rates:

1. 1/250 of the Teacher's minimum position on the salary scale placement as determined by the Teacher Qualification Service.
2. 1/200 of the Teacher's scale placement as determined by the Teacher Qualification Service and the number of years of experience after 5 consecutive days in the same position. This is not retroactive.

CLAUSE I(d)--BACHELOR OF EDUCATION ELEMENTARY

Persons having a Bachelor of Education Elementary degree shall receive a bonus of \$175.00 over and above their placement on Category 4 if they were in the employ of the Board as of December 31, 1977.

CLAUSE 11: QUALIFICATION OF EXPERIENCE

- (a) The salary category of Teachers will be as verified by the most recent evaluation of the Teachers' Qualification Service. Placement of each Teacher upon the salary schedule shall be in accordance with his/her qualifications and experience.
- (b) (i) Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of B.C. University training shall be placed at a category one below that which would apply if their total years of training had included one year of teacher preparation.
(ii) Persons holding Letters of Permission (LP) whose years of preparation cannot be equated with years of University training, shall be placed in a salary category which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools. Placement not to exceed Category 4.
- (c) Upon receipt of the applicant's proof of experience and current B.C. Teacher's Certificate:
 - (i) Full credit shall be granted for teaching experience in Government funded and Government inspected schools in any other Province of Canada or any other member nation of the Commonwealth, or of the United States. Service at a University in British Columbia as an instructor in teacher training, if undertaken within 5 years of appointment to the staff of the District, will be recognized.
 - (ii) After one year's teaching experience in this district Teachers not included in (i) above shall be granted credit for fifty (50) percent of their teaching experience provided that teaching experience was gained in a Government funded school.

- (iii) A minimum of eight (8) months full-time employment is required to constitute a year's experience. The dates on which the increments will be granted are September 1st and January 1st and only one increment will be granted each calendar year.
- (iv) Regular part-time teaching experience will be recognized for a Teacher who has taught at least the equivalent of one full month during a school year. This experience will be aggregated for increment purposes retroactive to January 1, 1969. A total of eight (8) months equivalent full-time experience shall constitute a year's experience for increment purposes.

For increment purposes, teachers having teaching experience, both as fulltime for a portion of a year and as regular part-time, as referred to in Clause II(c) (iii) and (iv) above, such experience shall be accumulated as fulltime equivalent experience divided by eight (8) months.

- (v) Teachers who consider that credit granted for qualifications and years of experience has not been in accordance with the contract, must advise the Secretary-Treasurer in writing within three (3) months of their start date, or within three (3) months of any change affecting their rate of pay. Any appeals for adjustment after the three (3) month period shall be effective at the start of the month following the application, if approved.
- (vi) The increment dates shall be September 1 and/or January 1 of each year until maximum salary is reached.

(vii) Apprenticeship and Journeyman Experience

Additional credit may be granted, at the discretion of the Joint Agreements Committee, for experience gained in another occupation, such credit to be determined in accordance with the following:

- (a) That apprenticeship training or its equivalent and journeyman experience or its equivalent be recognized for the purpose of placing the Teacher on the salary scale.
- (b) That both apprenticeship training or its equivalent and journeyman experience or its equivalent be recognized for salary placement at the rate of one increment for every two years of training or experience to a maximum of four increments.
- (c) In addition to the above, teaching experience gained at a University, Junior College, Technical School or Vocational Institute shall be fully recognized for increment purposes.

This clause shall apply to Teachers teaching in the Industrial Education or HOME Economics areas only.

CLAUSE 111--JOINT AGREEMENTS COMMITTEE

- (a) A Teacher alleging a grievance shall request a meeting with the Principal or Board Official directly responsible. and at such meeting they shall attempt to resolve the grievance.
- (b) If the grievance is not resolved within ten (10) days of the request for the meeting referred to above, the Teacher may request a meeting of the Joint Agreements Committee.
- (c) The Joint Agreements Committee shall be composed of two persons representing the Board and two persons representing the Association. The Superintendent of Schools shall be the Chairman of this Committee, however. voting privileges shall be restricted to the Board and Association representatives only. The Superintendent of Schools and the Secretary-Treasurer will assist the Committee in an advisory capacity. This Committee shall meet to resolve any alleged violations or questions of interpretation or application of this Agreement. All appeals in respect to the application of this Agreement must be made in writing to the Secretary-Treasurer, who must then arrange the meeting within ten (10) days of the Teacher's request in (b) above.
- (d) After having exhausted the process described in section (c) of this Clause, if the appeal has not been resolved by a majority decision, each Party shall nominate a representative to an Arbitration Board. The representatives shall choose a Chairperson who shall arrange a hearing within 30 days. The decision of the Arbitration Board shall be sent to all Parties within a week of the Meeting and shall be implemented within thirty (30) days of the decision. The decision of the Arbitration Board will be final and conclusive.
- (e) Each Party shall bear its own costs, and the costs of the Arbitrator should be shared equally.

CLAUSE IV--ALLOWANCE SCHEDULES

a) Principals

1. Secondary Schools

Administrative Allowance

13 percentum

Supervisory Allowance

From the first to the ninth Teachers inclusive, 1 1/2 percentum per Teacher, and for the tenth Teacher and each one thereafter, 1 percentum per Teacher.

For Secondary Schools. the calculation shall be based on the maximum basic salary on Category 5 of the Scale.

2. Elementary Schools

Administrative Allowance

Supervisory Allowance

One room schools, 2 percentum

1 to 3 Teachers inclusive, 5 percentum

For the first to the ninth Teachers inclusive. 2 percentum per Teacher.

Administrative Allowance

Supervisory Allowance

4 or more Teachers, 9 percentum

For the tenth to the nineteenth Teacher inclusive, 1 1/2 percentum per Teacher.

For the twentieth Teacher and each one thereafter, 1 percentum per Teacher.

For Elementary Schools, the calculation shall be based on the maximum basic salary on Category 3 of the Scale.

3. That the Principal shall not be included as a Teacher in order to calculate the Administrative and Supervisory Allowance.
4. For the purpose of applying the application of Administrative and supervisory Allowances, provided in this Agreement, for a Principal of a school enrolling both elementary and secondary students (a) when the majority of students are elementary on September 30th, the allowances shall be computed on the elementary allowances' provision for that school year and (b) when the majority is not elementary students, the secondary allowances shall be paid.

(b) Vice-Principals

1. For Secondary Schools, where there is only one Vice-Principal, the allowance shall be one-half the allowance received by the Principal of that school.
2. For Secondary Schools, where there is more than one Vice-Principal, the allowance for each Vice-principal shall be one-half of the Administrative Allowance received by the Principal and one-quarter of the Supervisory Allowance received by the Principal.
3. For Elementary Schools, the allowance shall be one-half the allowance received by the Principal of that school.

(c) In addition to all other amounts specified in the terms of this Agreement, each Teacher appointed by the Board to the position of supervising Principal, Principal, or Vice-Principal, shall receive three annual salary increments in recognition of his or her experience in an Administrative Position in this School District: the amount of these increments to be 1.2 percentum of Category 5 maximum.

(d) Post of Additional or Special Responsibility

The Board may appoint Teachers to Posts of additional or special responsibility within schools.

An appointment to a post of Responsibility may be terminated by the Board. The Teacher concerned shall be notified in writing no later than May 15. Teachers holding Posts of Responsibility who have not been notified of termination by May 15 shall suffer no reduction in salary or bonuses for the life of the contract, with the following exception:

If there is a reduction of need in September, the Board may terminate the position by September 30th. The Teacher in question will not continue to receive the allowance for the position.

Posts of Responsibility shall be 5 percentum of Category 5 maximum.

(e) Co-ordinator of special services

The Administrative Allowance shall be 34 percentum of the Category 5 maximum as determined by clause I of this Contract.

(f) Co-ordinator of Resource Centre

The Administrative Allowance shall be 29 percentum of the Category 5 maximum as determined by Clause I of this Contract.

(g) Supervisor of Instruction

The Administrative Allowance shall be 34 percentum of the Category 5 maximum as determined by Clause I of the Contract.

CLAUSE V:--ISOLATION BONUS

- (a) A monthly bonus of 50¢ per kilometre on pavement and \$1.65 per kilometre on gravel or dirt (gumbo) calculated on the distance from the school to the Administration Office shall be paid to all Teachers more than 24 kilometres from the Administration Office.
- (b) An additional bonus of 40¢ per kilometre on pavement and 90¢ per kilometre on gravel or dirt (gumbo) as calculated above shall be paid to all Teachers at schools with less than 120 pupils.

CLAUSE VI:--MOVING ALLOWANCE

- (a) Teachers appointed to this School District will be paid \$300.00 on request, to assist in their travel and moving expenses to this School District, provided they are not living within the boundaries of School District No. 60 (Peace River North) when hired. Claims must be submitted to the Secretary-Treasurer by October 30.

- (b) Teachers who are transferred at the request of the Board shall have their household effects moved at the expense of the Board. This payment shall only apply to transfers where the distance between schools necessitates a move.

CLAUSE VII:--SUPERVISION TIME

- (a) In the event of buses arriving prior to 8:30 a.m., the Board should provide a lay supervisor.

If no suitable supervisor can be found and teachers are required to perform the supervision, the Teacher shall be paid for the service at the rate of \$10.00 per hour.

- (b) Any Teacher required by staffing numbers to supervise in excess of three (3) hours per week during the lunch hour shall receive a supervision bonus of \$10.00 per hour.

CLAUSE VIII:--PROFESSIONAL DEVELOPMENT

- (a) The Board shall contribute \$40,000 annually to a Professional Development Fund.

The Professional Development Fund Committee shall provide a statement to the Board annually detailing expenditures of this fund and showing that interest earned on this principal amount is used for professional development in the District.

- (b) A Professional Development Fund shall be administered by the P.R.N.T.A. In Service Committee and Supervisor of Instruction or his/her appointee.
- (c) The fund and any interest earned is to be administered by the association's Professional Development Committee and the Supervisor of Instruction. The signing officers shall be the Pro-D chairman, the supervisor and one other member of the Pro-D Committee.
- (d) The board's contribution shall be paid into a separate account under the administration of the Pro-D Committee by the first working day of the year.
- (e) The P.R.N.T.A. share is to be paid into the Pro-D account by the first working day of the calendar year.
- (f) The fund is to be used solely for the purpose of professional improvement activities as approved by the Professional Development Committee. The cost of substitutes for Teachers who are working on approved Pro-D activities should not be deducted from the fund.

CLAUSE IX:--WORKERS' COMPENSATION

Where a Teacher suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and he or she is entitled to Workers' Compensation Act. he or she shall not be entitled to use his or her sick leave credits for time lost, during the first twelve months, by reason of any such disability.

Any Teacher in receipt of benefits from the Workers' Compensation Board will continue to accumulate increments as if he/she was teaching during this period.

All monies received by a Teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the Teacher the full amount of his or her wages to which he or she would have been otherwise entitled but for disability suffered or incurred by him or her, aforesaid. subject to a time limitation of twelve months after which period the amount paid to the Teacher by the Board shall be charged against the accumulated sick leave credits of the Teacher on a proportionate basis as long as the accumulation of sick leave benefits permits.

CLAUSE X:--LEAVE OF ABSENCE

(a) Personal Leave

Teachers who have accumulated fifty (50) sick days shall be eligible to receive one (1) personal leave day per calendar year. This is to be non-chargeable to sick leave. Teachers with ninety (90) accumulated sick days shall be eligible for two (2) such days subject to the above conditions. One-half (1/2) of the accrued personal leave days not used by a teacher during the calendar year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per calendar year will be one-half (1/2) day. Once days have been placed into the personal leave bank, these days will be carried forward into the future until they are used and will not be subject to the one-half (1/2) rule above. Notification for such leave must be given to the Principal prior to the leave and will be subject to the availability of a substitute or class coverage that is acceptable to the Principal. Date of formal notice to the Principal will determine who gets leave if problems arise. There will be no loss in pay for the Teacher taking personal leave.

(b) Leave of Absence for Political Purposes

Leave without pay up to a maximum of five (5) days in any school year, if required, shall be granted upon application to the superintendent of Schools to any Teacher seeking election in a Civic, Provincial or Federal election.

(c) Leave of Absence for Non-Elective Surgery of Minor Dependents

A Teacher shall be granted up to ten (10) days leave of absence, upon request, which shall be chargeable to accumulated sick leave with pay, to accompany a minor dependent if he/she is referred for treatment out of town by a local doctor. The Board shall have the right to request and receive verification of this from the doctor.

(d) 1) Bereavement Leave

Leave without deduction from pay shall be available to members of the Association upon written notification to the superintendent of Schools and the Principal concerned.

- a) One-half day to attend a funeral.
- b) Three days following the death of an immediate relative, and the option of two additional days charged to sick leave.
 - 1) Definition of "immediate relative" or "close relative by marriage": Mother, Father, Sister, Brother, Wife, Husband, Daughter, Son, Mother-in-Law and Father-in-Law.

2) Leave with Pay Less Cost of Substitute

- a) Bereavement or serious illness for immediate family or close relative by marriage. Maximum of three (3) days in any one year. Father-in-Law, Mother-in-Law, Sister-in-Law, Brother-in-Law, Son-in-Law, Daughter-in-Law, Grandfather, Grandmother.

- b) Marriage or attendance at weddings in the immediate family. (Maximum one (1) day).

Father, Mother, Brother, sister, Son, or Daughter or any other relative living in the same household.

Notify the Superintendent of Schools through the Principal.

e) Leave for Interviews (Without Pay)

Employment Interview for Administrative Posts*--A Teacher may take three (3) days per school year to apply for an administrative post provided the Teacher has had three (3) years of continuous service in the District.

*Vice-Principal, Principal, Co-ordinator, Supervisor, Consultant, Director.

Notify the Superintendent of Schools through the Principal.

f) P.R.N.T.A. President's Release Time

The Board will allow up to 30% release time to the President of the P.R.N.T.A. from classroom duties for purposes of conducting P.R.N.T.A. business upon application by the P.R.N.T.A. by **June** 30th. The Board will continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary costs in two equal installments to be paid by October 31st and February 28th.

Should the President be, or become, a fulltime Administrator, this Clause will be reviewed.

CLAUSE XI:--MATERNITY/PATERNITY PROVISION

1. Parenthood Leave--With Pay

- a) On the birth of a child, the father shall receive one (1) day leave with pay, if requested. This day must be taken during the week before delivery, or the week after delivery or on the day of delivery.
- b) ~~Adoption~~--In the case of legal guardianship or adoption, both parents shall be eligible for one (1) day, if requested, during the week prior to, after or on the day the adoption or guardianship occurs.

2. Parenthood Leave--Without Pay

a) Adoption

In the case of adoption, maternity leave shall be granted and should commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act (1980).

In the case of adoption, paternity leave shall be granted for up to five (5) days without pay.

b) Adoption Interviews

Up to five (5) days leave, without pay, shall be granted to either parent (or both if both are Employees of the Board), for mandatory interviews or travelling time to receive the child.

3. Maternity Leave

- a) A pregnant Teacher shall be granted, upon request, a leave of absence for a stated period of time, not to exceed six (6) months beyond that provided in the Employment Standards Act (1980).

b) Extended Leave

When a Teacher has been granted extended Maternity Leave beyond the limits set by the Employment Standards Act (1980), Section 7, the Board will pay its share of all benefits during the period of the leave, unless the Teacher requests to the contrary.

c) Early Return

In the case of an incomplete pregnancy, death of the child, or other special situations, a Teacher may return to district duty earlier than provided in the agreed upon leave.

The Teacher intending to make an early return to duty will submit a written application and a medical certificate.

A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1980) and the maternity and extended maternity leave provisions of the Agreement.

CLAUSE XII: --FRINGE BENEFITS

a) Medical & Extended Health

The Board shall pay 100% of the premium cost of Medical Service coverage provided under the British Columbia Medical Plan.

The Board shall pay 100% of the cost of Extended Health Benefits Plan provided by the Medical Services Association. The Extended Health Benefits shall include the supplemental Travel Rider and the Hospital Co-insurance Rider.

b) Group Life

The Board agrees to pay 100% of the premium cost in the Group Life Insurance Plan for Teachers that incorporate the benefits schedule Of January 1, 1972. Participation is a condition of employment with School District No. 60 (Peace River North).

c) Dental

The Board shall pay 100% of the premium cost of a Dental Plan Program that incorporates benefits equal to or better than the benefit schedule of Plan A, B and C provided by Medical Services Association. Participation is a condition of employment with School District No. 60 (Peace River North) for those Teachers not already covered by a Dental Plan.

d) Fringe Benefit Protection

The Board shall continue to maintain full premium payments on behalf of the Teachers, or any Income Security Benefits in this Contract, during the period a person is on medical leave of absence and is in receipt of Salary Indemnity Fund Benefits, and for a period of one year when a person is on medical leave and in receipt of benefits from a Salary Continuance Plan.

CLAUSE XIII:--SICK LEAVE

school District No. 60 (Peace River North) shall accept accumulated sick leave from all School Districts in British Columbia that will reciprocate.

CLAUSE XIV: -DAILY ADJUSTMENT RATE FOR PART YEAR EMPLOYMENT

Teachers who commence employment after the first prescribed school day in September or January, or terminate employment before the last prescribed school day in December or June, or are on leave without pay shall have the following daily adjustment rate applied to them:

a) September to December

40% of Current Annual Calendar Salary, plus allowances, divided by the number of prescribed school days in the period September to December.

b) 60% of Current Annual Calendar Salary, plus allowances, divided by the number of prescribed school days in the period January to June.

CLAUSE XV:--GENERAL PROCEDURE

a) A copy of this Contract shall be forwarded by the Board to all Members of the Association within two (2) months of its effective date. This shall be accomplished by sending sufficient copies of the Contract to each School and to each office where Members are employed.

b) A copy of this Contract shall be given by the Board to each Teacher at the time of appointment to the District.

c) A schedule showing the distribution of the isolation bonus shall be supplied to the Association upon request.

d) No Teacher or Administrator will receive a reduction in basic salary because of the coming into effect of this Agreement.

e) In the event that a new category is created during the life of the Salary contract, then the allowance or salary shall be decided by negotiations between the Board and the Peace River North Teachers' Association and then shall form an addendum to the current Salary contract.

IN WITNESS WHEREOF the Parties have duly executed this Agreement at Fort St. John, in the Province of British Columbia, this 29th Day of November, A.D. 1985.

FOR:

The Board of School Trustees.
School District NO. 60
(Peace River North)

FOR:

Peace River North Teachers'
Association

CHAIRMAN,
Board of School Trustees

PRESIDENT.
Peace River North Teachers'
Association,

Secretary-Treasurer

Agreements Chairman of the
Association

witness

STATEMENT OF ACCORD

THAT BEING:-

THE BOARD OF SCHOOL TRUSTEES (PEACE RIVER NORTH)
WILL PROVIDE THE P.R.N.T.A. WITH BUDGET INFORMATION
ON A MONTHLY BASIS FOR THE DURATION OF THIS AGREEMENT.

DATED this 29th day of NOVEMBER. 1985.

CHAIRMAN,
BOARD OF SCHOOL TRUSTEES,
(SCHOOL DISTRICT NO. 60)

PRESIDENT,
PEACE RIVER NORTH
TEACHERS' ASSOCIATION

SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

TEACHERS' SALARY AGREEMENT - 1985

Addendum #1

It is agreed that, effective June 30th, 1985, increments will be received by those eligible beginning September 1st, 1985 and January 1st, 1986.

This Addendum shall not alter any other part of the Contract.

FOR:

The Board of School Trustees
School District No. 60

CHAIRMAN,
Board of School Trustees

Secretary-Treasurer
of the Board

FOR:

The Peace River North
Teacher's Association

PRESIDENT
of the Association

Agreements Chairman of
the Association

Witness

MEMORANDUM OF UNDERSTANDING

FOR THE PERIOD OF JULY 1, 1985 to JUNE 30, 1986

SCHEDULE

TEACHING SECURITY - SENIORITY - SEVERANCE PAY

1. PRINCIPLE OF SECURITY

The Board and the Association agree that increased length of service in the employment of the Board with continued evidence of the application of professional skill and competency, as demonstrated by a satisfactory teaching report, entitles teachers to assume security of teaching employment. The principle of quality education for our students is pre-eminent.

2. SENIORITY

A) In this Article, "Seniority" means a Teacher's length of service in the employment of the Board, under a continuing contract, inclusive of service under temporary appointment (within the last three years) and part-time teaching. Part-time teaching shall be credited fully as if it were full-time service. For the purpose of calculating length of service, the Teacher with the earliest confirmation of acceptance of employment with the Board shall be deemed to have the greatest seniority.

B) When the seniority of two or more Teachers is equal, the following factors, in the following sequence, will be considered: -

1. Previous service in School District No. 60;
2. Length of service with another school authority recognized for experience purposes as per the Salary Agreement.
3. The earliest application of employment with the Board as recorded on the personnel file.

C) For the purposes of this section, leaves of absence in excess of one (1) month shall not count toward length of service with the Board for seniority purposes, however, such leaves would not constitute a break in service.

D) For the purposes of this section, continuity of service shall have deemed to be broken by a resignation.

3. SENIORITY LISTS

The Board shall, by October 15 of each year, forward to the Association a list of all Teachers employed by the Board, setting out the length of seniority as of September 1 of that year in accordance with Section 2.

4. DEFINITION OF QUALIFICATIONS

- a) In this schedule, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the certification, training, education or experience of a Teacher that that Teacher will be able to perform the duties of the position in a satisfactory manner.
- b) Re-Training
- If a layoff other than the most junior Teacher is contemplated, because the more junior Teacher has a unique specialization, then the opportunity shall be given for upgrading during the summer months immediately preceding the effective date of the appointment. This opportunity will be given only if the summer upgrading will in fact make the Teacher adequately prepared for the position available and sufficient notice has been given that allows the Teacher to enrol in a program.
- c) Should any question be raised by the Teacher and the association as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Qualifications Committee composed of an equal number of representatives of the Board and the Association. Board representatives to be the Superintendent of Schools and the Director of Instruction. Should the representatives of the two parties not resolve the question within 14 days, the Board shall make the final and binding decision.

5. SECURITY OF EMPLOYMENT BASED ON SENIORITY AND QUALIFICATIONS

- a) When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of Teachers employed by the Board, the Teachers to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Section 4(a) above.
- b) The Board and the association agree that the Board may use the powers in Section 120(1) of the School Act to implement the provisions of paragraph 5 (a), and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this agreement otherwise dealing with transfers.
- c) The Board shall refer all claims under Section 4(a) to the Qualifications Committee established under Section 4(b). The procedures outlined in Section 4(b) will be used to rule on the claim.

- d) The Board shall give each Teacher it intends to terminate a minimum of thirty (30) calendar days notice, in writing, such notice to be effective at the end of a school term, and 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. (The end of a school term is considered to be June 30th and December 31st, with the exception of North Peace Secondary School where the end of term coincides with the end of the semester).

6. TEACHERS' RIGHT OF RE-ENGAGEMENT

- a) A Teacher who has been employed on a continuing appointment and who has been laid off will be placed on the recall list.
- b) 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 on the recall list, who has the most seniority among those terminated pursuant to this agreement, provided that Teacher possesses the necessary qualifications as defined in Section 4(a) for the available position. If that Teacher declines the offer, the position shall be offered to the Teacher on the recall list with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining Teachers who have right of re-engagement pursuant to this section.
- c) A Teacher who is offered re-engagement pursuant to Section 6(b) shall inform the Board whether or not the offer is accepted within one week of the receipt of such offer.
- d) The Board shall allow thirty (30) days from acceptance of an offer under Section 6(b) for the Teacher to commence teaching duties; the Board and the Teacher may mutually agree to extend this time limit. The Board may employ a temporary or substitute Teacher for the position until the Teacher accepting the position is available.
- e) A teacher's right to re-engagement under this section is lost if:
 - (i) the Teacher elects to receive severance pay under section 9 of this agreement;
 - (ii) the Teacher refuses to accept two positions for which the Teacher possesses the necessary qualifications (rejection of a temporary appointment will not be considered a refusal);

(iii) twenty-one (21) months elapses from the date of termination under this agreement and the Teacher has not been re-engaged.

7. TEMPORARY APPOINTMENTS

- (a) A temporary appointment is an appointment for a specified period of time not exceeding one (1) year.
- (b) A temporary appointment will only be made to replace a Teacher who has a continuing appointment and is on the seniority list. or a newly-created short-term position arises.
- (c) Should a temporary appointment become available, it will be filled pursuant to Section 6. A Teacher does not give up their position on the recall list by accepting a temporary appointment.
- (d) Should a continuing appointment become available. it shall be filled pursuant to Section 6.
- (e) Should a Teacher on a temporary appointment accept a continuing appointment, it shall become effective at the beginning of the next school term unless mutually agreed otherwise.

8. BENEFITS

A Teacher who retains rights of re-engagement pursuant to Section 6 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreement by paying to the Board costs of all premiums quarterly in advance, subject to the approval of the insurance carrier and provided that the Teacher is not otherwise employed. Teachers wishing to participate pursuant to this section must advise the Board in writing ten (10) days prior to the commencement of layoff. Teachers not so notifying the Board of their wish to participate upon layoff will be removed from benefits. It is agreed that the Board will advise a terminated Teacher of this Clause in their letter of Termination.

9. SEVERANCE PAY

- a) A teacher on continuing appointment who has one or more years of continuous employment and who is terminated. save and except a Teacher who is terminated or dismissed pursuant to Sections 107 and 122 or 123 of the School Act, may elect to receive severance pay during the twenty-one (21) months following termination: acceptance of such payment shall remove the Teacher from the seniority list.
- b) Severance pay shall be calculated at the rate of 5% for each year of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the Teacher's salary at the time of the Teacher's termination.

- c) A Teacher who receives severance pay shall retain any payment if re-hired. The calculation of years of service shall then commence with the date of such re-hiring.

10. EXEMPTION

For the purpose of seniority, it is understood that rural and one and two-room schools are exempt from this article. This includes Pessay, cypress, Upper Halfway, Wonowon, Osborn and the Kewatin Project.

IN WITNESS WHEREOF the Parties have duly executed this Agreement at Fort St. John, in the Province of British Columbia, this 29th day of November, 1985.

FOR:

The Board of School Trustees,
School District NO. 60
(Peace River North)

FOR:

Peace River North Teacher's
Association

CHAIRMAN
Board of School Trustees

PRESIDENT
Peace River North Teacher's
Association

Secretary-Treasurer
of the Board

Agreements Chairman of the
Association

Witness