



B.C. Teachers' Federation

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2235 Burrard Street, Vancouver, BC, V6J 3H9

SALARY AGREEMENT

BETWEEN

THE BOARD OF SCHOOL DISTRICT NO 85
(VANCOUVER ISLAND NORTH)

AND

THE VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION

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SD 85 Vancouver Island North

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SALARY AGREEMENT
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0518701

No. OF EMPLOYEES NOMINATED BY EMPLOYEES	TERM	EFF.	SOURCE
209	30	01	Vancouver Island
	06	01	
		86	
		85	

SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH)

1985 AGREEMENT

1. Effective Date

This agreement shall take effect on January 1, 1985 and shall continue in effect until June 30, 1986 and thereafter unless in accordance with the School Act. it is modified or terminated.

2. Teachers' Salaries

2.1 The salaries of the teachers in the service of the Board, and a salary schedule applicable thereto, shall be the salaries and schedules hereinafter set forth:

JANUARY 1, 1985

YEARS OF SERVICE	CATEGORY			
	3	4	5	6
0	21,924	23,960	26,455	28,444
1	23,002	25,183	27,774	29,893
2	24,080	26,406	29,093	31,342
3	25,158	27,629	30,412	32,791
4	26,236	28,852	31,731	34,240
5	27,314	30,075	33,050	35,689
6	28,392	31,298	34,369	37,138
7	29,470	32,521	35,688	38,587
8	30,548	33,744	37,007	40,036
9	31,626	34,967	38,326	41,485
10		36,190	39,645	42,934
11			40,964	44,383
	9 @ 1078	10 @ 1223	11 @ 1319	11 @ 1449

January 1, 1986

YEARS OF SERVICE	CATEGORY			
	3	4	5	6
0	22,143	24,200	26,720	28,728
1	23,232	25,435	28,052	30,192
2	24,321	26,670	29,384	31,656
3	25,410	27,905	30,716	33,120
4	26,499	29,140	32,048	34,584
5	27,588	30,375	33,380	36,048
6	28,677	31,610	34,712	37,512
7	29,766	32,845	36,044	38,976
8	30,855	34,080	37,376	40,440
9	31,944	35,315	38,708	41,904
10		36,550	40,040	43,368
11			41,372	44,832
	9 @ 1089	10 @ 1235	11 @ 1332	11 @ 1464

2.2 Determination of Salary

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

In the absence of proof of a Teacher Qualification Service category by a teacher appointed before December 31, 1970, it shall be presumed that there are the following correlation(s):

salary grant status	EA	PC/SC	PB/SB	PA/SA
TQS	3	4	5	6

A teacher's number of years of experience for salary purposes shall be that teacher's number of years of teaching or equivalent experience, determined in accordance with article 3 hereof.

This category and a number of years of experience shall be known as a teacher's "Salary Status".

2.3 Establishment of Salary status

It shall be the responsibility of the individual teacher to establish salary status with the board. Salary adjustment in respect of improved salary status claimed in writing before November 1, and proved before the succeeding January 1, shall take effect from the preceding September 1.

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

2.4 Salary Deduction due to Teacher Absence

- a) Except where otherwise stated the deduction made from a teacher's salary for any absence not due to sickness shall be made at the rate of 1/200th of the teacher's salary.
- b) Teachers who are hired and employed for less than the total number of days in any one pay period shall be paid at the rate of 1/200 of their established salary for each day of employment remaining in that pay period.

3. Recognition of Employment

3.1 TEACHERS MUST PROVE THEIR STATEMENT BY PRODUCTION OF ACCEPTABLE DOCUMENTARY EVIDENCE.

3.2 The following principle shall apply in determining the number of years' experience credit applicable for salary grant purposes.

- a. A minimum of eight months' full-time employment during one school year is required to constitute a year's experience.
- b. where a teacher has completed in public schools. two periods each of less than the above minimum of eight months but totalling ten months or more. the two periods may be combined to constitute a year's experience.
- c. Where a teacher has completed in public schools two consecutive periods of regular half-time employment. each of a minimum of eight months' duration, the two periods may be combined to constitute a year's experience.
- d. Part-time service: Teachers appointed for a full school year or calendar year (or eight months thereof) in the British Columbia schools as bona fide part-time teachers qualify for experience credit proportionate to the percentage of 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 eight months' full-time employment (example: a person who teaches for two full school years on 40 per cent time would qualify for a year's experience). Eligible part-time teachers qualify for experience credit proportionate to the time they are employed. These periods of part-time employment may be added together or combined with partial-year experience to constitute a year's experience.
- e. subject to other conditions in this contract, an increment shall be awarded once annually on September 1 or January 1 to the applicable teacher.

Increments awarded January 1, 1985, shall be paid in accordance with the above provisions.

Subsequent to January 1, 1985, increments shall be effective June 30/85 and shall be payable on September 1/85 and January 1/86.

- 3.3 Full credit shall be granted for teaching experience in any public or independent school of Canada, recognized by the Ministry of Education, or of any other member of Commonwealth or the U.S.A., upon presentation of acceptable proof of such experience.
- 3.4 Notwithstanding the above, teachers in the service of the Board as of January 1, 1972 shall continue to have recognized all experience recognized as of December 31, 1971.
- 3.5 Where a teacher has journeyman or equivalent status in a vocational or fine arts field, and is engaged full-time in teaching a subject or subjects within that field, a higher salary or additional recognition may be granted in accordance with article 3.6.
- 3.6 Half recognition may be granted for experience in the vocational or fine arts field, subject to a maximum of half recognition of ten years' experience where the experience was gained after attainment of journey or equivalent status (example: eight years journeyman certification, four years teaching experience, 14 years journeyman certification, five years teaching experience).
- 3.7. Letter of Permission
 - a. Category for salary purposes

The category for salary purposes of a person holding a letter of permission for teaching shall be one category below that person's years of academic preparation for teaching as determined informally by the evaluator of the Teacher Qualification service.
 - b. Recognition of experience

No experience shall be recognized until such time as the person who has held a letter of permission receives his/her teaching certification. upon appointment to the district with this certification all previous teaching experience within School District No. 85 will be recognized.
- 3.8 Teachers with service not covered by the foregoing shall be allowed experience for such service as is approved by the Board.

4. Administration and supervision

a. An administrative and supervisory allowance shall be paid to principals according to the number of teachers supervised and calculated from a reference amount of \$30,056. The calculation shall be based on the number of teachers supervised on September 30 with the payment of allowances retroactive to September 1. The calculation shall be reviewed January 31, and any changes shall be retroactive to January 1.

b. The method of calculating the principal's allowance shall be by percentage according to the following table:

<u>Number Supervised</u>	<u>1st</u>	<u>2nd</u>	<u>3rd to 10th</u>	<u>11th plus</u>
	7.7%	3.3%	2.4%	1.1%

c. A vice-principal shall be paid an allowance of 50 per cent of the allowance for principal as determined in (b).

d. The department head allowance shall be established at 17 per cent of the allowance for principal as determined in (b).

e. The head teacher shall be paid an allowance of 8 per cent of the reference amount.

f. The teacher in charge of a one-room school shall be paid an allowance of 4 per cent of the reference amount.

g. The supervisor of elementary instruction shall be paid an allowance of 35 per cent of the reference amount.

h. The special education co-ordinator shall be paid an allowance of 30 per cent of the reference amount.

i. The resource centre co-ordinator shall be paid an allowance of 15 per cent of the reference amount.

j. The computer co-ordinator shall be paid an allowance of 8 per cent of the reference amount.

k. The establishment of the allowance for any new supervisory position, governed by article 4 and created during the term of this agreement, is subject to negotiation between VINTA and the Board.

1. The full allowance for all of the above positions shall not be paid until the commencement of the third year of like service, within and/or outside the district. A part thereof shall be paid as follows:

- 1. in the first year of service, 90 per cent of said allowance
- 2. in the second year of service, 95 per cent of said allowance

5. Teacher Travel

5.1 Teachers, while on business conducted for the board, shall be paid a travel allowance. This allowance shall be established by current board policy. The amount shall be calculated on the basis of distance driven, or actual distance, whichever is least.

5.2 The board shall provide, if requested by a teacher working in Mahatta River, Quatsino or Echo bay, one (1) round trip fare, once per school year, to Port Hardy or Port McNeill.

This offer, if not requested in any current year, is forfeited at the end of that school year.

6. Application of Increments

Annual salary increments are paid in recognition of a further year's development of a teacher's capabilities and not solely for the fact that the teacher has had another year of experience. These increments may be withheld, or withdrawn, from the salary of any teacher where a report of the superintendent of schools and the principal concerned confirm less than satisfactory development. If an increment has been withheld or withdrawn, the teacher affected must be advised in writing by the Board on or before April 30, where an increment is withheld or withdrawn, and satisfactory reports from the superintendent of schools and the principal concerned are received, the teacher involved will be placed on scale as though withdrawal had not occurred.

7. substitute Teachers

7.1 Casual substitute teachers shall be paid on the following daily basis:

	Effective <u>Jan. 1/85</u>	Effective <u>Jan. 1/86</u>
i. Certified:	\$83.00 per day	\$83.83 per day
ii. Others:	\$58.00 per day	\$58.00 per day

- 7.2 Teachers holding currently valid B.C. teachers' certificates who are substituting for five or more consecutive days in one school for one teacher shall receive a salary based on 1/200 of the annual rate of their respective certification and experience, retroactive to the date of their employment in the position.
- 7.3 substitutes without currently valid B.C. teachers' certificates who are substituting for five or more days in one school for one teacher shall receive 1/200 of the annual rate of persons with category 3 certificate, retroactive to the date of employment in the position.
8. Professional Development
- Board/VINTA professional development policy is administered under the policy of the Board.
9. Medical Services
- If not otherwise covered, teachers, upon appointment, shall become members of the Medical Services Plan of B.C., and the Extended Health Benefits Plan of the Medical Services Association. The cost of such membership shall be borne 85 per cent by the Board and 15 per cent by the teacher.
10. Dental Plan
- Full-time teachers, upon appointment, unless already covered, shall become members of the C.U. & C. Dental Plan A, B, and if eligible, C. The cost of such membership shall be borne 85 per cent by the Board and 15 per cent by the teacher.
11. Group Life Insurance
- Teachers, upon appointment, if eligible, become members of the BCTF/BCSTA Group Life Insurance Plan. The cost of such membership shall be borne 85 per cent by the Board and 15 per cent by the teacher.
12. optional Life Insurance
- The Board will administer the BCTF Optional Term Life Insurance Plan and deduct monthly premiums from the salary of those teachers participating in the plan. Premiums will be paid fully by the participating teachers.
13. Salary Continuance Plan
- Teachers, upon appointment, if eligible, shall become members of the BCTF Salary Continuance Plan. The cost of such membership shall be borne totally by the teacher.

14. Deferred Salary Leave Plan

Teachers may subscribe to the Deferred Salary Leave Plan sponsored by the Teachers' Investment and Housing Co-operative. Teachers wishing to participate must make their wishes known to the board on or before March 30th of the school year preceding the one in which the plan is to commence.

15. Part-Time Teachers

If not otherwise covered, regular part-time teachers may participate, if eligible, in the following benefit plans: Medical Services, Dental Plan, Salary Continuance, Group Life Insurance, Optional Life Insurance, Payroll Deduction Savings Plan, Salary Indemnity Fund, Extended Health Benefits, and Deferred Salary Leave Plan.

16. Payment For Unused Sick Leave on Death or Retirement

In the event of the death of an employee, one-half the value of all accrued sick leave, up to a maximum payment of one hundred sick days, shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate. On retirement, an employee having accrued sick leave to his/her credit shall receive an allowance in Lieu thereof equal to one-half such credit, or one hundred days full pay, whichever is least. The rate of pay used to calculate this benefit will be the employee's rate immediately prior to death or retirement. The payment of this allowance shall be in a lump sum PROVIDED HOWEVER, the employee shall have the option to convert this payment to an income averaging annuity one month prior to his/her retirement age. For the purpose of this section, retirement age shall be as defined in the Teachers' superannuation Act.

17. Lunch Supervision

Any teacher who is directed by the Board to supervise during the lunch hour shall receive a supervision bonus of \$20.00 per hour.

18. Grievance Procedure

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances arising from the application or administration of the clauses and articles of this collective agreement. The Board and VINTA will inform each other of their nominees serving on the Grievance committee prior to January 30 of each contract year.

Step 1

A member having a grievance under this collective agreement shall present the grievance through VINTA, to the superintendent or secretary-treasurer, for resolution.

Step 2

- a. Failing resolution of the grievance within 10 school days the Association may, within a further five days, request a meeting of the Grievance Committee. The Grievance Committee shall be composed of two nominees from the Board and two nominees of the Association, with the mandate to develop a reasonable solution.
- b. The Grievance Committee shall meet within five school days upon receipt of the request for the meeting. The parties to the grievance shall be in attendance.

Step 3

If within ten days the committee is unable to provide a resolution of the grievance. it shall be presented to the Board for final resolution.

Step 4

No teacher shall suffer any form of discipline or discrimination by the Board as a result of his/her having filed a grievance or having taken part in any proceedings under this article.

19. **Recognition of the Association**

The Board agrees to deduct all dues, fees and levies established pursuant to the constitution and by-laws of the federation and the association, and remit the same to the appropriate body.

20. **Distribution**

20.1 Contract

Each teacher shall receive a copy of this agreement prior to January 31 of the contract year, and a copy will be sent with the letter of appointment to each new appointee to the teaching Staff. Printing of contracts shall be shared equally by the parties.

20.2 Board Policy

A copy of current board policy will be accessible to teachers in each school.

21. **Implementation**

No teacher shall suffer a loss in salary due to the implementation of this contract.

22. Seniority/Severance

22.1 Principle of Security

Increased length of service in the employment of the Board entitles teachers to increased security of teaching employment provided that they possess the necessary qualifications.

22.2 Definition of seniority

- a) 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 purposes of calculating length of service, part-time teaching shall be credited on a pro-rata basis.
- b) When the seniority of two or more teachers is equal pursuant to paragraph 2(a), the teacher with the greatest continuous present employment with the board shall be deemed to have the greatest seniority.
- c) When the seniority of two or more teachers is equal pursuant to paragraph 2(b), the teacher with the greatest number of days of substitute teaching with the board prior to appointment shall be deemed to have the greatest seniority.
- d) When the seniority of two or more teachers is equal pursuant to paragraph 2(c), the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- e) When the seniority of two or more teachers is equal pursuant to paragraph 2(d), the teacher with the earliest application for employment with the board shall be deemed to have the greatest seniority.
- f) For the purposes of this article, leaves of absence in excess of one month shall not count towards 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 recognized teacher exchange program.
 - vi. long term sick leave
 - vii. leave of teaching with the Department of National Defence or Canadian Universities Overseas.
 - viii. leave for elected office at the provincial or federal level for a period not to exceed one term.

- g) For the purposes of this article, continuity of service shall not be deemed to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by termination and re-engagement pursuant to this article.
- h) A teacher whose temporary contract expired before the end of a school year shall, for the purposes of job notification and the filling of vacancies, retain the rights of a teacher on temporary appointment to the end of that school year.

22.3 Definition of Qualifications

The necessary qualifications for an available staff assignment shall be based on the following criteria:

- a) Educational preparation in the particular subject area

or

sufficient generalist preparation for a teaching assignment

or

demonstrated ability as documented in official reports which would indicate that the individual could perform the duties.

Additionally, other less formal training and experience that is applicable to the teaching assignment shall also be considered.

- b) Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to a Qualifications Committee composed of an equal number of representatives of the board and the association. A majority decision of the Qualifications committee shall be final and binding. In the event that no majority decision is reached, the board shall decide and the decision shall be subject to the procedures for the interpretation and enforcement of this agreement (see section 22.10).

22.4 security of Employment Based on seniority and Qualifications

- a) When, for bona fide educational or budgetary reasons, the board determines that it is necessary to reduce the total number of teachers employed by the board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications as outlined in 3 (a) for the positions available.

- b) The board's right to transfer pursuant to section 120 (1) of the school Act in relation to this article shall not be subject to any other provisions of this agreement otherwise dealing with transfer. Board practice in effecting transfers will be in accordance with the procedures set out in existing agreements.
- c) The board shall give each teacher it intends to terminate pursuant to this article 45 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.

22.5 Teachers' Rights of Re-engagement

- a) 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 article, provided that teacher possesses the necessary qualifications as defined in 3(a) 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 been terminated pursuant to this article.
- b) A teacher who is offered re-engagement pursuant to paragraph 5(a) shall inform the board whether or not the offer is accepted, within three working days of the receipt of such offer.
- c) The board shall allow up to thirty days from acceptance of an offer under section 5(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.
- d) 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: or
 - iii. 27 months elapse from the date of termination under this agreement and the teacher has not been re-engaged.

-
- e) With the exception of a position temporarily vacant, a teacher who held a continuing appointment at the time of termination shall be entitled to a continuing appointment to the teaching staff of the district. in accordance with article 22.5(a).

Should the appointment be to a temporarily vacant position the teacher shall maintain his/her re-engagement status at the completion of the temporary appointment.

- f) Should a teacher on the re-engagement list be hired by the Board to a temporary appointment, then, at the conclusion of that temporary contract, the teacher shall resume the time left on their 27-month re-engagement term as of the acceptance of the temporary position.

22.6 Seniority List

The Board shall, by October 1st of each year, forward to the association a list of all teachers employed by the board, in order of seniority. calculated according to paragraph 2, setting out the length of seniority as of September 1 of that year.

- a) The Board shall maintain a re-engagement list. Copies of that list will be sent to each person on that list and the association at least once during the fall and once during the spring term each year.

22.7 Sick Leave

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

22.8 Benefits

A teacher who retains rights of re-engagement pursuant to section 5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements by payment of the full costs of such benefits to the board, subject to the approval of the carrier and provided that the teacher is not otherwise covered.

22.9 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 twelve months following termination.

- b) Severance pay shall be calculated at the rate of 5% of one year's salary 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 pursuant to this article and who, notwithstanding paragraph 5, is subsequently rehired by the board, shall retain any payment made under the terms of this article, and in such case, for purposes only of section (b) of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

22.10 Arbitration

Arbitration in accordance with this article shall be determined by a board consisting of a member appointed by the school board: a member appointed by the teachers' association and a chairman selected by the respective appointees. If the appointees are not able to agree on a chairman, the Labour Relations Board will appoint one.

23. Deferred Salary Retirement Plan

Teachers may subscribe to the Deferred Salary Retirement Plan sponsored by the Teachers' Investment and Housing Co-operative. Teachers wishing to participate must make their wishes known to the Board on, or before, March 30th of the school year preceding the one in which the plan is to commence.

Signed at Port Hardy this 6th day of December, 1985.

Chairman of the Board

President of V.I.N.T.A.

Secretary-Treasurer

chief Negotiator, Vancouver Island
North Teachers' Association

SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH)

PRINCIPALS' SEQUENCE OF ALLOWANCES

REP. POINT: \$30,056.00

<u>No. of Teachers</u>	<u>S</u>	<u>Allowance</u>
2	3.3	2,300.00
3	2.4	4,027.00
4	2.4	4,748.00
5	2.4	5,469.00
6	2.4	6,190.00
8	2.4	7,632.00
9	2.4	8,353.00
10	2.4	9,074.00
12	1.1	9,736.00
13	1.1	10,067.00
14	1.1	10,398.00
15	1.1	10,729.00
16	1.1	11,060.00
17	1.1	11,391.00
18	1.1	11,722.00
19	1.1	12,053.00
20	1.1	12,384.00
21	1.1	12,715.00
22	1.1	13,046.00
23	1.1	13,377.00
24	1.1	13,708.00
25	1.1	14,039.00
26	1.1	14,370.00
27	1.1	14,701.00
28	1.1	15,032.00
29	1.1	15,363.00
30	1.1	15,694.00
31	1.1	16,025.00
32	1.1	16,356.00
33	1.1	16,687.00
34	1.1	17,018.00
35	1.1	17,349.00

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 85
(VANCOUVER ISLAND NORTH)

AND

VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION

LEARNING AND WORKING CONDITIONS CONTRACT

July 1, 1985 to June 30, 1986

LEARNING AND WORKING CONDITIONS CONTRACT

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LEARNING AND WORKING CONDITIONS CONTRACT

This contract is made and entered into this 1st day of July, 1985, between the Board of School Trustees of School District No. 85 (Vancouver Island North) herein called "the Board", and the Vancouver Island North Teachers' Association, herein called "the Association".

1. RECOGNITION OF THE ASSOCIATION

The Board recognizes the association as the sole bargaining agent for all members of the association employed by the Board.

2. TERMS OF CONTRACT

2.1 Specific provisions of this contract may be opened for negotiation at any time by mutual consent of the parties.

2.2 Prior to March 15th of each year of this contract, the Board and the Association shall nominate three members as their respective negotiations teams.

- 2.3 (a) on or after March 15th of any year, either party to this contract may deliver or cause to be delivered to the other party, notice in writing containing a list of those items which they wish to negotiate.
- (b) Within ten days of receipt of notice, except where otherwise mutually agreed, the negotiating teams to this contract shall commence negotiations in order to reach a mutually satisfactory modification of the existing contract, with negotiations to be concluded by June 30th, unless there is a mutual contract to extend this deadline.

2.4 It is expressly understood and agreed between the Board and the Association that the terms of this contract are subject to the provisions of the School Act, the rules of the Lieutenant Governor in Council and all amendments and regulations to such act or rules including, but without limiting the generality of the foregoing, any amendment or regulation or succeeding statute that may be enacted during the term of this contract.

3. PERSONNEL PRACTICES

3.1 Due Process Clause

Personnel Practices shall be followed so as to assure that the basic human rights of all teachers shall be protected. These basic rights shall include:

- (a) the right to be informed in writing of the allegations and the grounds for them;
- (b) the right to access to the information related to allegations or charges against them:

- (c) the right to defend him/herself and to be defended by a representative of his/her choice. adequate time being given to the teacher for the preparation of his/her defense:
- (d) the right to be informed in writing of the decisions reached and the rationale for them;
- (e) the right to appeal to those designated authorities or bodies specified under the grievance procedures.

3.2 Recruitment of Teachers

- (a) All vacancies for temporary and continuing positions shall be posted in all of the schools in the district one week prior to advertising outside the district.
- (b) Where qualifications, as defined by Article 22.3(a) of the salary contract, for a vacant position appear to be equal, the priority for filling the vacancy shall be:
 - 1. teachers whom the Board has transferred under Section 120 of the School Act.
 - 2. teachers returning from leaves of absence
 - 3. teachers requesting transfers
 - 4. teachers on temporary appointment with a satisfactory report
 - 5. teachers holding current B.C. teaching certificates
 - 6. teachers eligible for B.C. certification

3.3 Appointments

(a) Regular Appointments

- 1. School staff may be Involved in the determination of staffing needs in a school.
- 2. Where travel arrangements do not create undue hardships, prospective appointees may be interviewed by members of the staff most related to the assignment.
- 3. Appointees shall be informed in writing of the nature of their assignments as soon as possible.
- 4. The Board and the Association shall provide an orientation program for teachers newly appointed to the district at which the policies and procedures of the district and Association shall be reviewed. The cost incurred will be shared equally between the Association and the Board.
- 5. Teachers newly assigned to a school staff shall receive explanations from the principal and/or staff committee of the practices and procedures of the school.

(b) Temporary Appointments

1. A teacher may be placed on a temporary appointment (as prescribed by the School Act) only to positions that are temporarily vacant, temporarily existing or that became vacant during the year.
2. Temporary appointments are made for periods not exceeding one year.
3. Teachers being offered temporary positions shall have their tenure rights clearly explained in writing.
4. A teacher on temporary appointment who has requested and received a satisfactory report, shall have the right to any continuing position that becomes available for which he or she is qualified as per clause 3.2 (B) above.

3.4 Teaching Assignments - Full Time

- (a) Every effort will be made by the principal to inform teachers of their assignments for the next school year by June 15 of the preceding school year.
- (b) Teaching assignments shall be primarily in the area in which the teacher has training, experience and/or expertise.
- (c) School administration shall discuss any reassignment (changes in his/her established schedule) with the teacher well in advance of making the reassignment.
- (d) Where a teacher is assigned to a position involving more than one administrator, the teacher concerned shall be informed in writing, as to which administrator has the responsibility for supervision and evaluation.
- (e) Reassignment shall be based on sound educational rationale.

3.5 Teaching Assignments - Part Time

- (a) Any teacher assigned to a part-time continuing position shall be given a continuing appointment.
- (b) A teacher on a continuing appointment who is assigned to a part-time assignment, shall remain on continuing appointment.

3.6 Teacher Transfers

The Board will inform the Association of transfers of teachers within the District.

- (a) Board Initiated Transfers in Cases of School Closure or Declining Enrolment:
1. the Board, or its designate(s), will consult with the principal and staff before any transfers are made.
 2. the selection of the teacher, or teachers, to be transferred. will follow these steps:
 - a. ask for suitable volunteers
 - b. the Board will choose the teacher with the least district seniority and possessing the required qualifications, as defined in article 22.3(a) of the Salary Contract.
- (b) Other Board-Initiated Transfers
1. Transfers shall be made for educational reasons.
 2. Discussions with the teacher regarding a proposed transfer shall occur at least 14 days prior to notification of the transfer.

The discussions shall include the teacher, the principal of the school in which the teacher is currently assigned, and the superintendent of schools or his/her designate.
 3. The teacher shall be entitled to have a friend who is a member of the B.C. Teachers' Federation accompany him/her during any discussions related to a proposed transfer.
 4. In so far as is possible all Board initiated transfers should be completed by June 15.
- c. Transfers Initiated by the Teacher - District
1. If a teacher wishes to request a transfer to another assignment within the district, the teacher shall submit the request in writing, with reasons indicated, to the Superintendent of Schools by March 31, with copies to both his/her present principal and possible future principal.
 2. The teacher shall be notified in writing prior to May 31 as to the result.
 3. The teacher may request a meeting with the Superintendent of Schools or his/her designate within seven days of the above notification to discuss the rationale given for the decision on the transfer request.

(d) Reassignment Initiated by the Teacher - within the same school

1. If a teacher wishes to request a reassignment to a vacant assignment within the same school, the teacher shall submit the request in writing with the reasons indicated, to the principal of the school by March 31.
2. If the request for reassignment can be effected, the teacher shall be notified in writing prior to June 15. If the request for reassignment cannot be effected, the teacher shall be notified of the reasons in writing, prior to June 30.
3. The teacher may request a meeting with the Superintendent of Schools or his/her designate within seven days of the above notification, to discuss the rationale given for the decision on the reassignment request.

3.7 Reports on Teachers

- (a) Any reports made on any teacher or substitute teacher shall be in writing and a copy of the report shall be given to the teacher or substitute teacher concerned. (Reg. 93)
- (b) A report shall be written only after the "evaluator" has undertaken personal observation extensive enough to qualify him/her to make a judgement on the service.

In the case of a principal, this shall be through a number of supervisory visits to the classroom as well as through observation of the general work of the teacher in the school.

In the case of the Superintendent of Schools or Assistant Superintendent, this shall be through a number of supervisory visits to the classroom over a reasonable period of time. (Reg. 94)

- (c) A principal, superintendent of schools, or assistant superintendent may be aware of another report on a teacher but his/her report shall be based only on his/her personal observations. (Reg. 8,9)
- (d)
 1. Reports shall be completed and filed before the last school day in April.
 2. In the case of reports written by the superintendent of schools or assistant superintendent, reports shall be completed by the last school day in April or a mutually agreed upon date.

- e. The person about whom a report is written by a principal, superintendent of schools OR assistant superintendent shall have the right to submit to the author of the report a commentary on the report. The author of the report shall file both his/her report and the commentary in the person's district personnel file. (Reg. 95)
- f. The principal or whoever may be assigned the responsibility of evaluation after a visit for the express purpose of observing the teacher's performance shall provide the teacher with a summary of his/her impressions.
- g. If there is a concern regarding the performance of the teacher, it shall be outlined in a written observation summary along with suggested activities to improve performance.
- h. Reports shall normally be on the teacher's assignment in his/her area of prime expertise and shall clearly indicate any discrepancies between the teacher's assignment and his/her professional training.

3.8 Teacher Protection Clause

- a. All teachers covered under this contract shall have the right to refuse to cross a picket line, or the right to cross a picket line, arising out of a dispute as defined under the Labour Code of British Columbia, without loss of tenure, transfer of position or suspension.
- b. Any teachers failing to cross a picket line, or failing to perform duties assigned in their locality, shall be considered absent without pay and shall be deducted 1/200th of their salary, for each day absent.
- c. Those teachers crossing a legal picket line shall continue to perform those duties as have been established by the Board, pursuant to the School Act and its regulations.

4. LEVELS OF STAFFING, CLASS SIZE AND HOURS OF INSTRUCTION

4.1 Advisory Committee

It is agreed that the Superintendent of schools shall consult with an advisory committee consisting of an elementary principal, a secondary principal and a VINTA representative, during the preparation of the annual budget for the purpose of discussing staffing levels for the following school year. The superintendent shall then present recommendations to the Board of School Trustees on these matters prior to January 31st.

4.2 Class Size

The Board of School Trustees and the superintendent of Schools shall make every effort to ensure that class sizes do not exceed the following:

Kindergarten	20
Primary	25
Grades 4-12	30
special classes	15
Split Classes 1-4	20
Split classes 5-7	25

4.3 Noon Hour Supervision

No member of the Association shall be required to perform routine school supervision during the noon hour.

5. LEAVE OF ABSENCE

The leaves contained in this section are all leaves of a personal nature. For the purposes of this section, immediate family shall consist of husband, wife, children, father, mother, brother, sister, grandfather, grandmother of teacher or spouse.

5.1 Bereavement

In the case of death in the immediate family, a teacher shall be granted absence from teaching duties without the loss of salary for a maximum of three (3) days. Further leave may be granted in accordance with clause 5.4.

5.2 Sickness in the Immediate Family

A teacher will be granted absence from teaching duties for a maximum of five (5) days, charged to his/her accumulated sick leave, when the teacher has been called by the attending physician to the bedside of a member of his/her immediate family.

5.3 Accumulated Sick Leave

(a) On September 1st, teachers will be advanced fifteen (15) sick leave days. The Board shall furnish to each teacher a monthly accounting of his/her sick days.

- (b) If a teacher is absent from his duties for reason of illness or unavoidable quarantine and has, if the Board so required, presented a certificate signed by a medical practitioner to that effect. the Board shall allow him full pay for the number of days of the absence that is equivalent to 1 1/2 times the number of months taught by him in the service of the Board after April 1st, 1968 plus full pay for the number of days of the absence equivalent to the number of months taught by him in the service of the Board prior to April 1st, 1968 less the number of days during which he has been absent for either or both of these reasons and for which the Board has previously allowed and paid full pay.
- (c) The number of days for which a teacher may be allowed full pay under sub-section (b) in any one school year shall not exceed 120.
- (d) Teachers who leave School District No. 85 and return at a later date shall have their banked sick days honored at the time of re-employment.

5.4 Circumstances Beyond Teacher's Control

- (a) Provided that the Board or its agent (principal) has received prior notification for the leave, a teacher may be granted absence from teaching due to circumstances beyond the teacher's control with a deduction in salary equal to the pay rate of the substitute. if required. for a maximum of three (3) days.
- (b) All leaves granted under this clause prior to or immediately after Christmas. spring or summer breaks shall be without pay.

5.5 Long-Term Leave

Leave of absence for a school year shall be granted provided that:

- (a) Applications for long term leave are received by the superintendent of schools by March 31st of the preceding school year.
- (b) Long term leave will normally be granted for one year at a time and shall be without pay. Requests for an extension of long term leave must be received by the superintendent of schools prior to March 31 of the school year in which the teacher has leave.
- (c) In the case of service in an aid program (ie: CUSO, WJSC), length of leave will be determined by the program guidelines.

(d) The teacher on long term leave shall be notified by the superintendent of schools by May 31 as to which school he/she is assigned.

(e) on the expiration of his/her long term leave, he/she shall be assigned a teaching position in his/her previous school if possible.

5.6 Personal Leave

That two (2) days leave, annually, be allowed each teacher upon prior notice, provided that:

(a) such leave shall not be taken prior to or immediately after Christmas, spring and summer breaks

(b) a certified substitute is provided with the cost deducted from the teacher's salary

(c) these days cannot be banked.

5.7 Jury Duty and Subpoena

Provided that he/she has given prior notification to the Board, a teacher will be granted absence from teaching without deduction in salary for time required to serve on a jury, to his/her being called for jury duty, or to his/her being subpoenaed as a witness other than on his own behalf or interest, on condition that he/she remit to the school district any fees or payments to him/her for such duties and service.

5.8 Civic Duty

Provided that prior written permission has been given, the teacher shall be granted up to a maximum of five (5) days' leave in a school year in order to fulfill his/her responsibilities as a member of an elected public body within school District No. 85.

5.9 Accident and Disability

In the event of injury or disability as defined in the Workers' Compensation Act, compensation payments shall be made as per the Act and/or school board policy, whichever is greater.

5.10 Leave for Association and Federation Business

(a) Leave for B.C. Teachers' Federation

Leave will be granted upon the prior written request by the B.C.T.F. or by one of its local associations. The B.C.T.F. or the local association concerned is required to meet the cost of a substitute teacher if required. Reg. 58(b)

(b) President Of VINTA

The Board of School Trustees approves up to 100% release time for the President of the Vancouver Island North Teachers' Association. in accordance with the accompanying regulations.

- (c) In the event that the president is incapacitated for a period in excess of twenty (20) working days, the VINTA vice-president shall be given 100% release time to perform the president's duties.

Regulations

1. Release time shall be granted to those individuals elected by VINTA to serve as president, and such release time shall not exceed two consecutive years.
2. A teacher who is granted release time as president of VINTA shall accrue sick leave bank during his/her term of office.
3. A teacher who is granted release time as president of VINTA shall have that year recognized as one year of teaching experience for the purpose of increments on the salary scale.
4. On the expiration of his/her long term leave he/she shall be assigned a teaching position in his/her previous school.
5. Salaries and benefits of the VINTA president shall be administered by the Board and billed to VINTA for payment on a monthly basis, commencing September 30 of each year.
6. VINTA shall make every effort to have the president represent them at out-of-District BCTF meetings in lieu of other members attending such meetings.

5.11 Maternity Leave

1. The purpose of this leave is:
 - a. to afford a pregnant teacher certain security of position on the staff while allowing suitable time free of duty.
 - b. to ensure continuity of service with the least disruption during the school year.
2. Employment Standards Act - Leave
 - a. A pregnant teacher shall apply for and be granted leave of absence, without pay, for a stated period of time mutually acceptable to the teacher and the Board.

- b. In the absence of a mutually acceptable date of commencement and termination of leave of absence, the pregnant teacher shall apply for, and be granted, leave of absence without pay, as provided for in the Employment Standards Act.
- c. A teacher granted maternity leave under the Employment Standards Act, who does not return to continuous employment on or before the expiration eighteen (18) weeks from the date the leave commenced, shall be granted maternity leave without pay, until the earlier of January 1st or September 1st, following the date on which the eighteen (18) week leave terminates.

3. Extended Maternity Leave

- a. Teachers shall return to employment following maternity leave unless application is made for extended maternity leave on or before October 30th in respect to leave expiring on June 30th.
- b. Extended maternity leave shall be granted without pay for a four-month period (September 1st to December 31st) or for a six-month period (January 1st to June 30th) or a ten-month period (September 1st to June 30th).
- c. Should a question arise of a pregnant teacher's ability to maintain a satisfactory teaching service, the Association's Grievance Committee will investigate and make recommendation to the teacher and the Board.
- d. No salary increment credit will be given for the period during which a teacher is on leave under this section.
- e. A terminated pregnancy may be treated in the same manner as a birth under the Maternity Protection Act, and the Maternity and Extended Maternity Leave provisions of the contract. A doctor's certificate would be presented with the request for leave.
- f. Assignment on Return: On the expiration of extended maternity leave, a teacher shall be assigned to a teaching position in her previous school.
- g. Application for leave: Application for any leave under this section shall be submitted in writing to the Superintendent of Schools.

4. Early Return from Leave

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

5. Emergencies

In emergency situations, the teacher will be placed on sick leave until her application for maternity leave can be accepted.

6. Adoption

In the case of adoption or fostering, if requested, leave shall be granted and shall commence from the date of arrival of the child in the family. All the provisions of maternity leave shall apply. Leave may be granted without pay to either parent (or both, if both are employees of the Board) for mandatory interviews or travelling time to receive the child.

7. Paternity

That paternity leave be granted for up to three (3) days with a deduction equal to the pay rate of substitute, and to be taken within one (1) month of birth.

6. GRIEVANCE PROCEDURE

The purpose of this Grievance Procedure is to provide a means for the orderly and expeditious adjustment of grievances arising from the application or administration of the clauses and articles of this contract. A Joint Grievance Committee will be established and shall consist of five members. The representation shall be two (2) representatives from the Board and two (2) representatives from the Association, and the Superintendent of Schools or his/her designate who shall be chairperson who would not cast a vote.

A member having a grievance under this contract shall seek redress from the immediate supervisor (Superintendent, Secretary-Treasurer or Principal) at an informal meeting.

Step I

- a. Failing redress by the immediate supervisor within five (5) school days of the informal meeting, the member shall set forth the grievance in writing and shall, within an additional ten (10) days, process the grievance to the VINTA President.

- b. Within three (3) school days of the receipt of the written grievance, the president of VINTA shall request a meeting of the Joint Grievance Committee.
- c. The Joint Grievance Committee shall meet within five (5) school days of the request for meeting.
- d. The Joint Grievance Committee will make a final decision within ten (10) school days.
- e. Should the initial Joint Grievance Committee be unable to resolve the grievance, the Board and VINTA shall within five (5) days appoint new representatives to the committee. This committee will reach a final decision with ten (10) school days.

Step III

No teacher shall suffer any form of discipline or discrimination by the Board as a result of his/her having followed this grievance procedure or having taken part in any proceedings under this article.

7. DISTRIBUTION

A copy of this Learning and working Conditions contract will be appended to copies of the Collective Agreement.

8. SUBSTITUTE TEACHERS

The Board recognizes that quality substitute teaching is essential to maintaining a high standard of education in the District. In order to maintain and improve that quality, the Board endorses the following policies:

- a) Whenever possible, qualified B.C. Certified members should be employed as substitute teachers.
- b) A list of certified substitute teachers should be made available for the staff of each school in the district.
- c) Non-certified substitutes will be employed only if a certified substitute is unavailable.

9. PERSONAL PROFESSIONAL MATERIALS

- a) The Board will replace teachers' personal professional materials lost through theft, fire, or damage while on school board property, to a maximum of \$100.00, provided that:
 - i. the materials are required for teacher reference or classroom instruction
 - ii. the materials are approved as required by the principal and are listed in a personal professional materials inventory maintained in the principal's office.

10. REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

Teachers required to use their personal vehicles for board business will be reimbursed at the current rate per kilometer established by board policy: all such travel shall have prior approval of the superintendent of schools or designate.

11. EFFECTIVE DATE

Except as otherwise agreed, the provisions of this contract shall be in effect from July 1, 1985 to June 30, 1986.

.....
Chairman
Negotiations Committee
School District NO. 85

.....
Chief Negotiator
Vancouver Island North
Teachers' Association

.....
Secretary-Treasurer

.....
President
Vancouver Island North
Teachers' Association