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B.C. Teachers' Federation

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TEACHER SALARY AND BONUS AGREEMENT January 1, 1985 - June 30, 1986

THIS AGREEMENT respecting the salaries and bonuses of teachers, made pursuant to the School Act of British Columbia, shall become effective January 1, 1985 and shall continue in force and effect until June 30, 1986, and from year to year thereafter unless either party gives notice in writing to the other party of its desire to modify or terminate the Agreement in accordance with the terms of the School Act.

BETWEEN: The Board of School Trustees of
School District No. 14 (Southern Okanagan)

hereinafter referred to as the "Board"

AND: Southern Okanagan Teachers' Association

hereinafter referred to as the "Association"

ARTICLE I - BASIC SALARY SCHEDULE

1. For the period January 1, 1985 to June 30, 1985, the 1985 Basic salary Schedule shall be 0.56% greater than the 1984 Basic Salary Schedule.

Effective September 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:

Experience Increments	3/EA	4/EC	5/PB	6/PA(M)
0	20,361	22,319	24,600	27,083
1	21,302	23,543	25,944	28,544
2	22,243	24,767	27,288	30,005
3	23,184	25,991	28,632	31,466
4	24,125	27,215	29,976	32,927
5	25,066	28,439	31,320	34,388
6	26,007	29,663	32,664	35,849
7	26,948	30,887	34,008	37,310
8	27,889*	32,111	35,352	38,771
9	28,830	33,335	36,696	40,232
10	29,771	34,559	38,040	41,693
11			39,384	43,154
Increments	10x941	10x1224	11x1344	11x1461

*see Article II 1.b.

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ARTICLE 11--PLACEMENT ON SCHEDULE

1. Category

- a. Except as otherwise provided the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.
- b. Teachers holding category 2 (EB) shall be paid on the category 3 scale two (2) levels below their actual experience as an EB up to a maximum of Category 3, Experience Level 8.
- c. Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Joint Committee.

2. Experience

- a. submission of Proof: The submission to the Board of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Board.
- b. Increment Date: An increment shall be awarded annually, to the category maximum, on September 1 or January 1, following the date on which the applicable experience accumulation is earned.
- c. Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

A. Full recognition to the category maximum for experience gained in:

- 1. Government funded and inspected schools in Canada, the British commonwealth and the U.S.A. provided:

- i) A minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full year's experience.
- ii) A minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full year's experience. such experience credit shall not be granted for experience gained prior to September 1, 1979.

iii) Experience credit also will be granted for:

- a) periods of full-time employment each four (4) months or more;

SOURCE	EFF.	TERM.	No. OF EMPLOYEES NOMINATED	1985	1986	1987
				01	06	01
				01	30	
				143		
SD 14 (Southern Okanagan)				Judson Bell		

- b) periods of part time employment each four (4) months or more in proportion to the percentage of time taught.

Any combination of these experience credits must total ten (10) months or more to constitute a year's experience. Such experience credit will not be granted for experience gained prior to December 31, 1966. substitute teaching does not carry experience credit.

2. Professional employment as a member of an accredited university or college faculty if the member holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.
3. Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.

B. On application to the Joint Committee a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified in "A".

C. Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Secretary-Treasurer shall evaluate such experience.

- d. Appeal: Any teacher who considers that credit granted for years of experience has not been in accordance with the contract may apply for adjustment within six (6) weeks from the commencement of employment, in respect to teachers new to the District, or within six (6) weeks of the publication of the contract in respect to teachers affected by a renegotiated Agreement: effective dates for adjustment are the commencement date of employment or January 1 respectively. Any teachers still dissatisfied may make application to the Joint committee. Any adjustment resulting from an Appeal not made within the above specified time limits shall be effective only at the start of the month following the application.

3. Category 6 P.A./S.A.

Any teacher who holds a P.A./S.A. certificate but does not have a Masters Degree recognized for Category 6 by the Teachers' Qualification Service, shall be paid \$350.00 per annum below Category 6/PA(M).

4. Category 4 (B.Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$100 in 1978 shall continue to receive said allowance.

5. Payment Above Scale

The salary schedule is a basic scale. However, by agreement of the Joint Committee a higher salary on the grid may be paid than the qualifications and the experience of the teacher would normally command.

6. Salary Protection

No teacher currently on staff, shall incur a reduction in basic salary only because of the implementation of this Agreement.

7. Partial Month's Teaching

Where employment begins on a day other than the first prescribed day of a month, or terminates on a day other than the last prescribed day of a month, the amount to be paid in salary for that month shall be proportionate to the number of prescribed days in that month.

ARTICLE 111--ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

In addition to their salary as per Article I of this Agreement, teachers holding posts of administrative or supervisory responsibility shall be paid allowances as set forth below. These allowances are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not paid for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

1. Elementary and Secondary principals shall be paid for each teacher supervised in accordance with the following formula: (See Appendix A)

<u>No. of Teachers Supervised</u>	<u>Allowance</u>
0 - 5	\$1,021
6 - 10	819
11 - 15	347
16 - 20	333
21 - 45	278
46 +	53

2. In calculating the number of teachers supervised, the principal shall not be included.
3. The number of teachers supervised shall be the number of full-time equivalent teachers supervised (excluding the principal) rounded to the nearest whole number.

4. Principals with less than eight (8) FTE teachers supervised shall receive one (1) additional allowance in accordance with the allowance formula in #1 above.
5. Vice-principals shall be paid an allowance of 50% of the Principal's allowance.
6. Administrative Assistants shall be paid 25% of their Principal's allowance.
7. For the purpose of calculation of the full time equivalents in those districts that are not on a semester system, the full-time equivalents shall be calculated twice in a school year, January 31st and September 30th. For those schools on a semester system, the full-time equivalents shall be calculated on the first day of classes in each semester.

ARTICLE IV--POSTS OF SPECIAL RESPONSIBILITY

1. In addition to the salary as per Article I of this Agreement, the Co-ordinator of Special Education shall be paid an allowance of \$4,686.

This allowance is an annual amount which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

ARTICLE V--DEPARTMENT HEADS

1. Department Heads and other teachers assigned to similar posts of special responsibility, shall be paid an allowance of \$1,386 per annum.
2. Where Department Head work is split between more than one person, the amount shall be paid to the person in proportion to his work load.
3. This clause shall not require a Board to create Department Heads nor to agree to split work loads.

ARTICLE VI--GENERAL EMPLOYEE BENEFITS

1. Medical Plan

The Board shall pay 60% of the cost of premiums for the provincial medical health plan.

2. Extended Health Benefits

The Board shall pay 75% of the premium cost of a mutually agreed Extended Health Benefits Plan including a \$50 per 24 months vision care rider. The teachers shall pay the additional **cost** of increasing the vision care rider to \$100 per 24 months.

3. Dental Plan

The Board shall pay 85% of the premium cost of a mutually agreed Dental Plan. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

4. Group Life Insurance

- a. The Board shall pay 100% of net premium cost of a mutually acceptable group life insurance plan for each participating teacher.

Teachers in the employ of the Board as of December 31, 1975, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

- b. The ECTF Optional Term Life Insurance Plan will be instituted by the Board effective September 1, 1981, with the teachers paying 100% of the premium cost plus \$1.00 per subscriber, initial implementation fee. Adjustments of coverage shall only be made at the beginning of each school year.

5. Accidents Covered by Workers' Compensation

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' compensation Board and his regular salary to a maximum of six (6) months, provided that such employee shall not be entitled to use his sick leave credits for time lost during the said **six** (6) month period by reason of any such disability.

6. Death in Service

In the event of the death of a teacher in the employ of the Board, the Board shall pay to the widow or widower of the deceased, or to the estate if there be no widow or widower, the full month's salary for the month in which the employee deceased.

7. Maintenance of Benefits During Leave

- a. For those benefits capable of being maintained, any employee granted leave of absence shall have his/her benefits maintained by the Board during the period of leave by notice of the teacher, upon the Board receiving pre-payment of the total premiums applicable during the leave of absence.

- b. The Board will continue to pay its share of the premium payments for the medical plan, EHB, dental plan and group life insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers' Federation Salary Indemnity Plan - short Term benefits and for one (1) further calendar year beyond the expiry of S.I.F. benefits where the teacher is in receipt of benefits from the B.C. Teachers' Federation Salary Indemnity Plan - Long Term.

ARTICLE VII--PROFESSIONAL IMPROVEMENT

The Board shall pay \$110 per full-time equivalent teacher and the Teacher Association shall pay \$27.50 per full-time equivalent teacher to establish a fund for the purpose of professional improvement. This fund shall be administered by a committee representing both the Board and the Association. The fund shall cover all professional development and professional improvement costs including the cost of substitutes approved by the committee.

ARTICLE VIII--CO-OP SAVINGS PAYROLL DEDUCTIONS

The Board agrees to administer a payroll deduction plan to the Teachers' Investment and Housing Co-operative subject to the following condition:

The amount of the deduction shall be set once only during the school year and shall not be changed in the said school year.

ARTICLE IX--SUBSTITUTE TEACHERS

1. A substitute teacher who is certified by the Ministry of Education and a member of the British Columbia Teachers' Federation shall be paid a daily rate of 1/250 of the annual basic salary schedule minimum rate, based on his category placement. After five (5) consecutive days in the same assignment, a substitute teacher shall be paid a daily rate of 1/200 of the annual basic salary schedule rate based on the teacher's experience and category placement.
2. If a part-time teacher substitutes in his own class or in an assignment which is substantially the same, he will be paid on scale rather than at the substitute rates.

ARTICLE X--CREATION OF NEW POSITIONS

It is recognized that it is the Board's prerogative to establish new positions of special responsibility. However, in the event that a new position is created during the life of this Agreement, then the allowance will be negotiated by the local Joint Committee.

ARTICLE XI--INFORMATION

1. Copy of Agreement

A copy of this Agreement shall be provided by the Board to each teacher.

2. Payroll Information

Upon request, the Association shall receive a list of teachers showing certification, experience and salaries no later than October 15 of the year.

ARTICLE XII--INTERPRETATION OF AGREEMENT

It shall be the responsibility of the Secretary-Treasurer of the Board to interpret the Agreement. All teacher appeals to the Joint Committee for adjustment must be made in writing through the Association to the Secretary-Treasurer of the Board.

Meetings shall be held within one (1) month of receipt of an appeal.

ARTICLE XIII--JOINT COMMITTEE

1. Formation

A Joint Committee, consisting of equal representatives (not exceeding (3) each) of the Board and of the Association, shall be established.

2. Purpose

This Committee shall meet to resolve any alleged violation or question of interpretation or application of this Agreement.

3. Final Resolve

In the event that the joint committee is unable to come to a majority decision a mutually acceptable seventh member shall be added to the committee. A majority decision by this seven (7) member joint committee shall be binding on both parties.

SIGNED on behalf of the Board
of School Trustees
School District NO. 14
(Southern Okanagan)

SIGNED on behalf of the Southern
Okanagan Teachers' Association:

Witness as to the above
signature

Signed at Oliver, B.C. this 7th day of October, 1985

APPENDIX A

ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

No. of Teachers Supervised	Allowance	No. of Teachers Supervised	Allowance	No. of Teachers supervised	Allowance
1	\$2,042	36	\$17,048	71	\$20,928
2	3,063	37	17,326	72	20,918
3	4,084	38	17,604	73	21,034
4	5,105	39	17,882	74	21,087
5	5,924	40	18,160	75	21,140
6	6,743	41	18,438	76	21,193
7	7,562	42	18,716	77	21,246
8	7,562	43	18,994	78	21,299
9	8,381	44	19,272	79	21,352
10	9,200	45	19,550	80	21,405
11	9,547	46	19,603	81	21,458
12	9,894	47	19,656	82	21,511
13	10,241	48	19,709	83	21,564
14	10,588	49	19,762	84	21,617
15	10,935	50	19,815	85	21,670
16	11,282	51	19,868	86	21,723
17	11,601	52	19,921	87	21,776
18	11,934	53	19,974	88	21,829
19	12,267	54	20,027	89	21,882
20	12,600	55	20,080	90	21,935
21	12,878	56	20,133	91	21,988
22	13,156	57	20,186	92	22,041
23	13,434	58	20,239	93	22,094
24	13,712	59	20,292	94	22,147
25	13,990	60	20,345	95	22,200
26	14,268	61	20,398	96	22,253
27	14,546	62	20,451	97	22,306
28	14,824	63	20,504	98	22,359
29	15,102	64	20,557	99	22,412
30	15,380	65	20,610	100	22,465
31	15,658	66	20,663	101	22,518
32	15,936	67	20,716	102	22,571
33	16,214	68	20,769	103	22,624
34	16,492	69	20,822	104	22,677
35	16,770	70	20,875	105	22,730

*N.B. The allowance stated in 1 - 8 above includes the additional allowance.

SENIORITY, LAYOFF, RECALL, TERMINATION, SEVERANCE

1. where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this agreement. Nothing in this agreement is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to section 107, 122 and 123 of the School Act.
2. Principle of security
 - 2.1 The Board and the Association recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.
3. Procedures for Reducing Staff
 - 3.1 When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
 - 3.2 The Board shall give each teacher it intends to terminate pursuant to this agreement at least thirty days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. The Board shall concurrently forward a copy of such notice to the Association.
 - 3.3 The terms "seniority" and "qualifications" shall be interpreted as defined below.
4. Definitions
 - 4.1 seniority
 - 4.1.1 In this Agreement, "seniority" means a teacher's length of continuous service since the effective date of appointment to a continuing contract. However, a teacher's seniority date shall be the effective date of appointment to a temporary contract where the teacher has taught continuously until the effective date of his/her continuing contract. Continuous service shall include periods of time away from teaching in School District No. 14 for the reasons set out in Article 4.1.5 below (for seniority purposes).

- 4.1.2 Where the seniority of two or more teachers is equal under 4.1.1, the teacher with the greatest full-time equivalent continuous service since appointment shall be deemed to have the greatest seniority. Periods away from teaching in School District No. 14 for the reasons set out in 4.1.5 below shall be counted as service (for seniority purposes).
- 4.1.3 Where the seniority of two or more teachers is equal under 4.1.2, the teacher with the greatest full-time equivalent service in previous appointments with School District No. 14 shall be deemed to have the greatest seniority.
- 4.1.4 Where the seniority of two or more teachers is equal under 4.1.3, the teacher with the greatest full-time equivalent out-of-district teaching experience recognized for salary purposes shall be deemed to have the greatest seniority.
- 4.1.5 Absence from teaching in School District No. 14 for the following reasons shall be considered part of continuous service:
- i) Leave of absence approved by the Board, including long-term sick leave.
 - ii) Leave for duties with the Southern Okanagan Teachers' Association and the B.C. Teachers' Federation.
 - iii) Secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program.
 - iv) Leave for teaching with the Department of National Defense or Canadian Universities Services Overseas.
 - v) Deferred Salary Leave Plan.
 - vi) For the purpose of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of approved maternity leave followed by re-engagement within a period of one year.
 - vii) For the purposes of this Article, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to Article 5 of this Agreement.

4.2 Qualifications

- 4.2.1 In this agreement, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, training, education and experience of a teacher that that teacher will be able to perform the duties of the position in an acceptable manner.
- 4.2.2 In reference to this agreement necessary qualifications are, in the final analysis, determined by the Superintendent of Schools and subject to 4.2.3 below.
- 4.2.3 Should there be a dispute as to the Superintendent's decision in 4.2.2 the matter may be referred to arbitration.
- 4.2.4 Within thirty days of the dispute the Association may refer the matter to arbitration by appointing its nominee to the arbitration board and so notifying the School Board. The School Board, within ten days, shall appoint its nominee. The two nominees shall mutually agree to a chairman within a further ten days. Failing mutual agreement a chairman shall be appointed by the Ministry of Labour.
- 4.2.5 The arbitration board shall not have the power to alter, amend or vary the provisions of this agreement. The arbitration board is empowered to review the Superintendent's decision on the grounds of reasonableness and good faith. The parties shall be responsible for their own costs. The costs of their nominees and an equal share of the chairman's costs.

5. Teachers' Right of Re-Engagement

- 5.1 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 teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
- 5.1.1 If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with this agreement.

- 5.2 A teacher who is offered re engagement pursuant to section 5.1 shall inform the Board whether or not the offer is accepted within 48 hours of receipt of such offer.
- 5.3 The Board shall allow two weeks from acceptance of an offer under section 5.2 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.
- 5.4 A teacher's right to re-engagement under this section is lost if:
- 5.4.1 the teacher elects to receive severance pay under section 9 of this agreement:
 - 5.4.2 the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher:
 - 5.4.3 two years elapse from the date of termination under this agreement and the teacher has not been re-engaged;
 - 5.4.4 the teacher accepts continuing employment with another district:
 - 5.4.5 the teacher notifies in writing that he/she is no longer available:
 - 5.4.6 the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.

6. Seniority List

The Board shall, by October 15 of each year, forward to the Association a list of all teachers employed by the Board in order of seniority calculated according to this agreement setting out the length of seniority as of September 1 of that year.

7. Sick Leave

A teacher recalled pursuant to this agreement shall be entitled to all sick leave credit accumulated at the date of layoff.

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.

9. Severance Pay

- 9.1 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, 122 or 123 of the School Act, may elect to receive severance pay by December 15 or June 15, whichever comes sooner following the date of the termination. These time limits may be amended by mutual consent.
- 9.2 Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous 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.
- 9.3 A teacher who receives severance pay pursuant to this agreement and who, notwithstanding section 5, is subsequently re hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of section 9.2 of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

10. This agreement shall apply only to teachers on continuing appointments.
11. This agreement shall continue in force and effect from January 1, 1984 to December 31, 1984. Either party may serve notice to renew, amend or discontinue this agreement on or after September 1, 1984 and the parties shall commence negotiations within thirty days of such notice.

FOR THE BOARD OF SCHOOL TRUSTEES:

FOR THE TEACHERS' ASSOCIATION:

The parties agree to extend the present agreement on seniority and severance and to present this agreement to the compensation stabilization Commissioner for an exemption order under the Public Sector Restraint Act for the period January 1, 1985 to June 30, 1986.

For the Board of School Trustees:

For the Teachers' Association:

Witness as to the above signatures

Dated this 15th day of November.

