

## Peace River School Division No 10

This agreement is made pursuant to the *School Act* and the *Labour Relations Code*.

Between Peace River School Division No 10 (hereinafter called the "Board") of the first part and the Alberta Teachers' Association, a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "the Association") of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Board; and

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiation between the parties; and

Whereas the parties desire that these matters be set forth in an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and of the mutual and other covenants herein contained the parties agree as follows:

1. This agreement applies to all employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers or, where the context requires, teacher.

1.1 The superintendent of schools, deputy superintendent, assistant superintendent and supervisors are excluded from this agreement.

1.2 The Board retains those rights of management not specifically limited by the express terms of this agreement.

1.3 All terms and benefits of this agreement shall be prorated for part-time teachers on the basis of the proportion of their required service to full-time service.

### **2. Term of Agreement**

2.1 Unless otherwise stated, this agreement shall take effect on the date of ratification and shall continue in full force and effect until August 31, 2007.

2.2 Notwithstanding the termination date of this agreement if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through the advent of a new collective agreement or until notice of a strike or lockout is received, whichever occurs first.

### **3. Notice to Bargain**

Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of the agreement, a notice in writing of its intent to commence collective bargaining. At the first meeting between the parties, both parties shall exchange details of all amendments sought. Should negotiations to renew an expired agreement not be concluded prior to June 1 then both parties shall be allowed 60 days from the date of signing of a new agreement to serve this notice.

### **4. Salary Schedule**

4.1 The Board shall pay all teachers the salaries and allowances as herein set forth and computed. The amount of university education of the teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid each teacher employed by the Board.

Effective September 1, 2004:

Years of  
teaching

Years of University Education

experience

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	27,925	32,936	37,641	45,325	47,908	50,492
1	29,492	34,657	39,543	48,229	50,814	53,392
2	31,054	36,389	41,447	51,134	53,713	56,297
3	31,054	36,389	41,447	51,134	53,713	56,297
4	32,618	38,112	43,342	54,036	56,617	59,201
5	34,182	39,835	45,248	56,939	59,521	62,105
6	35,745	41,559	47,144	59,843	62,424	65,010
7	37,315	43,291	49,047	62,744	65,327	67,914
8	38,880	45,015	50,947	65,648	68,233	70,815
9	40,441	46,743	52,850	68,553	71,135	73,719
10	42,006	48,472	54,750	71,464	74,039	76,621

Effective March 1, 2005:

Years of teaching experience

Years of University Education

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	28,114	33,160	37,897	45,633	48,234	50,835
1	29,693	34,892	39,812	48,557	51,160	53,755
2	31,265	36,636	41,729	51,481	54,078	56,680
3	31,265	36,636	41,729	51,481	54,078	56,680
4	32,839	38,371	43,637	54,403	57,002	59,603
5	34,415	40,106	45,556	57,327	59,926	62,527
6	35,988	41,841	47,465	60,250	62,848	65,452
7	37,568	43,585	49,380	63,171	65,771	68,375
8	39,145	45,321	51,293	66,095	68,697	71,296
9	40,716	47,060	53,210	69,019	71,619	74,221
10	42,291	48,802	55,122	71,950	74,542	77,142

Effective September 1, 2005:

Years of teaching experience

Years of University Education

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	28,676	33,823	38,655	46,546	49,199	51,852
1	30,287	35,590	40,608	49,528	52,183	54,830
2	31,890	37,369	42,564	52,511	55,160	57,814
3	33,496	39,138	44,510	55,491	58,142	60,795
4	33,496	39,138	44,510	55,491	58,142	60,795
5	35,103	40,908	46,467	58,474	61,125	63,778
6	36,708	42,678	48,414	61,455	64,105	66,761
7	38,319	44,457	50,368	64,434	67,086	69,743
8	39,928	46,227	52,319	67,417	70,071	72,722
9	41,530	48,001	54,274	70,399	73,051	75,705
10	43,137	49,778	56,224	73,389	76,033	78,685

Effective March 1, 2006:

Years of teaching experience

Years of University Education

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	28,906	34,094	38,964	46,918	49,592	52,267
1	30,529	35,875	40,933	49,924	52,601	55,269
2	32,145	37,668	42,904	52,931	55,601	58,276
3	33,764	39,452	44,866	55,935	58,607	61,281
4	33,764	39,452	44,866	55,935	58,607	61,281
5	35,384	41,235	46,839	58,941	61,614	64,288
6	37,001	43,019	48,802	61,947	64,618	67,295
7	38,626	44,812	50,771	64,950	67,623	70,300
8	40,247	46,597	52,737	67,956	70,632	73,304

9	41,863	48,385	54,708	70,963	73,636	76,311
10	43,482	50,176	56,674	73,976	76,641	79,314

Effective September 1, 2006:

Years of teaching experience	Years of University Education					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	29,484	34,776	39,743	47,856	50,584	53,312
1	31,140	36,593	41,752	50,922	53,653	56,374
2	32,788	38,421	43,762	53,990	56,713	59,442
3	34,439	40,241	45,763	57,054	59,779	62,507
4	36,092	42,060	47,776	60,120	62,846	65,574
5	36,092	42,060	47,776	60,120	62,846	65,574
6	37,741	43,879	49,778	63,186	65,910	68,641
7	39,399	45,708	51,786	66,249	68,975	71,706
8	41,052	47,529	53,792	69,315	72,045	74,770
9	42,700	49,353	55,802	72,382	75,109	77,837
10	44,352	51,180	57,807	75,456	78,174	80,900

Effective March 1, 2007:

Years of teaching experience	Years of University Education					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	29,720	35,054	40,061	48,239	50,989	53,739
1	31,389	36,885	42,086	51,330	54,082	56,825
2	33,050	38,729	44,112	54,422	57,167	59,917
3	34,715	40,563	46,129	57,510	60,257	63,007
4	36,380	42,396	48,158	60,601	63,349	66,098
5	36,380	42,396	48,158	60,601	63,349	66,098
6	38,043	44,230	50,176	63,691	66,438	69,190
7	39,714	46,074	52,201	66,779	69,527	72,280
8	41,380	47,909	54,222	69,870	72,621	75,368
9	43,042	49,748	56,249	72,961	75,710	78,460
10	44,706	51,589	58,270	76,059	78,799	81,547

**4.2 Teachers Teaching Night School or Summer School**

A teacher employed to teach night school or summer school to provide instruction in credit courses shall be paid as follows:

- 1/200 of the teachers annual salary based on their placement on the grid in clause 4.1.
- Such payment shall be inclusive of general holiday and vacation pay.
- In the event that the teaching service is not for a full day, the 1/200 rate of pay shall be prorated on the basis of the proportion of their required service to full time service.
- While employed specifically to teach night school or summer school such teacher shall not be eligible to receive benefits under article 10, insurance benefits, article 11, sick leave, article 13, personal leave and article 15, compassionate leave for teaching under a summer school or night school contract.

**5. Allowances**

**5.1** Principals shall be paid an annual allowance in accordance with the following:

Effective September 1, 2004:

Basic:	\$6,883.81 plus
For each of the first 0-100 pupils	\$47.24 plus
For each pupil from 101-300	\$27.34 plus
For each pupil over 300	\$22.37

Effective March 1, 2005:

Basic:	\$6,930.62 plus
For each of the first 0-100 pupils	\$47.56 plus
For each pupil from 101-300	\$27.53 plus
For each pupil over 300	\$22.52

Effective September 1, 2005:

Basic:	\$7,069.23 plus
For each of the first 0-100 pupils	\$48.51 plus
For each pupil from 101-300	\$28.08 plus
For each pupil over 300	\$22.97

Effective March 1, 2006:

Basic:	\$7,125.75 plus
For each of the first 0-100 pupils	\$48.90 plus
For each pupil from 101-300	\$28.30 plus
For each pupil over 300	\$23.15

Effective September 1, 2006:

Basic:	\$7,268.30 plus
For each of the first 0-100 pupils	\$49.88 plus
For each pupil from 101-300	\$28.87 plus
For each pupil over 300	\$23.61

Effective March 1, 2007:

Basic:	\$7,326.45 plus
For each of the first 0-100 pupils	\$50.28 plus
For each pupil from 101-300	\$29.10 plus
For each pupil over 300	\$23.80

For Hutterite Schools, the per student rate for the principal (where the school is the principal's second school) shall be calculated by starting the per student amount at the 0-100 rate (no additional basic amount is to be included).

The pupil count shall be at September 30 of each year and shall be based on the full-time equivalent pupil count.

**5.2** Vice-principals shall receive an allowance equivalent to 50 per cent of the principal's allowance.

**5.3** In a school where there is no vice-principal the Board shall appoint an assistant to the principal who shall be paid an allowance equivalent to 25 per cent of the principal's allowance.

**5.3.1** Clause 5.3 above shall not apply to schools with six or fewer teachers, however in these schools, in the absence of the principal another staff member shall be appointed as acting principal and shall be paid 1/200 of the principal's allowance for each day or 1/400 of the principal's allowance for each half day that the principal is absent.

**5.4** Interschool coordinators shall be paid an allowance of:

Effective September 1, 2004:	\$1,161.44
Effective March 1, 2005:	\$1,169.34
Effective September 1, 2005:	\$1,192.73
Effective March 1, 2006:	\$1,202.27
Effective September 1, 2006:	\$1,226.32
Effective March 1, 2007:	\$1,236.13

## **5.5 Long Service Allowance**

After 15 years of continuous service as teacher under contract with the Board a teacher shall be eligible for the following long service allowance:

- (a) \$1,000 per annum to be paid in 12 equal installments
- (b) Continuous years of service shall be determined once in each school year as of June 30. Once a teacher attains the required years of continuous service the long service allowance shall be paid effective the following school year.
- (c) Continuous service is defined as service earned while drawing a paycheque from the Board. Continuous service shall not be interrupted by virtue of being granted a leave of absence without pay, without pay and benefits or extended disability, however these leaves of absences shall not be counted in determining the 15 years of service.

## **5.6 Other Allowances:**

- (a) Project Coordinator: 50% of the basic principals allowance
- (b) Outreach Coordinator: 25% of the basic principals allowance
- (c) Lead Teacher for Hutterite Colony: 25% of the basic principals allowance

## **6. Teaching Experience**

**6.1** For the purposes of this agreement a year of teaching experience is defined as:

- (a) one in which a teacher under contract has received salary for 125 days in one school year or
- (b) one in which a teacher under contract has received salary for 145 days over a period of two or more years.

Each day of half-time service rendered under contract shall count as .5 day for purposes of this section.

- 6.2** (a) The adjustment date for change in the number of increments shall be at the beginning of the school year or February 1.  
(b) No teacher shall receive more than one teaching experience increment in any one school year.

**6.3** Substitute teaching shall not be counted as teaching experience for incremental purposes.

- 6.4** (a) Teaching experience obtained by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction.  
(b) The onus for substantiating previous teaching experience rests with the teacher.

- 6.5** (a) Proof of having asked for verification, by double registered letter, to previous employer(s), of teaching experience must be submitted to the Board within 60 calendar days of commencement of employment or the first day of school, whichever is applicable.  
(b) Upon receipt of verification of previous experience, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.  
(c) If such verification is not submitted within the aforementioned 60 calendar days the teacher shall be placed in the salary schedule according to the most recent statement of experience as deemed acceptable to the Board, or at the minimum of his category according to years of university education. The teacher's salary shall be adjusted effective the beginning of the month following submission of such verification.

**6.6** Any teacher teaching a vocational course for which journeyman certification is a prerequisite shall receive one experience increment for his/her journeyman certificate and one additional experience increment for every three years of experience in the trade after certification to a maximum of five experience increments. For the purposes of this clause, "experience in the trade" is not gained while that teacher is teaching and earning regular increments as per this collective agreement.

**6.7** Notwithstanding clause 6.6, no teacher shall receive increments for experience gained while not holding a valid teaching certificate.

**6.8** A teacher shall receive increments for experience gained that required the holding of a valid teaching

certificate. No one employed prior to September 1, 1989 shall be adversely affected by this clause.

**6.9** The portion of each teacher's maternity leave for which SUB is paid shall count for increment purposes.

## **7. Teacher Education**

**7.1** The evaluation of university education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Qualifications Board.

**7.2** Placement on a salary schedule shall be according to the number of years of university education at the first day of school of each school year or commencement of employment.

**7.3** Until a teacher submits proof of university education for salary purposes the teacher shall be placed on a salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.

**7.3.1** Proof of university education or proof of having applied for same, must be submitted to the Board within 60 calendar days of commencement of employment or the first day of school of each school year or upon completion of an additional year of teacher education during a school year. Failure to submit proof, or proof of application within the 60 calendar days, shall result in salary adjustment commencing the month following submission of the statement of qualifications. Proof of application shall be a letter of acknowledgement provided by the Teacher Qualifications Service.

**7.4** Notwithstanding clause 7.2 any teacher who completes a year of university training during a school year shall be placed at a new level of teacher education on the salary schedule in the month immediately following the month in which the year of training was completed provided he has satisfied the conditions of clause 7.3.1 above.

## **8. Substitute Teachers**

**8.1** (a) Substitute teachers shall be paid

Effective September 1, 2004: \$166.72 per day (\$83.36 per half day) (inclusive of holiday pay)  
Effective March 1, 2005: \$167.85 per day (\$83.93 per half day) (inclusive of holiday pay)  
Effective September 1, 2005: \$171.21 per day (\$85.61 per half day) (inclusive of holiday pay)  
Effective March 1, 2006: \$172.58 per day (\$86.29 per half day) (inclusive of holiday pay)  
Effective September 1, 2006: \$176.03 per day (\$88.02 per half day) (inclusive of holiday pay)  
Effective March 1, 2007: \$177.44 per day (\$88.72 per half day) (inclusive of holiday pay)

(b) Substitute teachers shall be paid on or before the 10 day of the month following the month in which the substitute teaching occurred.

**8.2** Notwithstanding clause 8.1, after five consecutive school instructional days in relief of the same teacher a substitute shall be paid on the sixth and subsequent consecutive instructional days of relief 1/200 per day of his/her placement on the grid plan. This period of consecutive employment shall not be considered interrupted if a holiday, teachers' convention, professional day or other such system approved break interrupts the substitute's continuity in the classroom. The substitute teacher must submit proof of experience and qualifications to the Board.

## **9. Salary Payment**

**9.1** Each teacher shall be paid 1/12 of the teacher's annual rate of salary the second last banking day of each month, except in December when it shall be the second last instructional day before Christmas.

**9.2** Unless specifically permitted by this agreement, authorized by the teacher or permitted by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.

## **10. Insurance Benefits**

**10.1** The Board shall pay 85 per cent of the premiums for the following insurance plans:

- (a) Alberta Health Care
- (b) Alberta School Employee Benefit Plan Extended Health Care Insurance Plan 1
- (c) Alberta School Employee Benefit Plan Life Insurance Schedule 2A
- (d) Alberta School Employee Benefit Plan Extended Disability Benefit Plan D1
- (e) Alberta School Employee Benefit Plan Dental Care Insurance Plan 3C
- (f) Alberta School Employee Benefit Plan Vision Plan 3.

**10.2** Subject to the master policies of ASEBP, membership in all plans listed shall be a condition of employment for teachers employed at .5 full-time equivalent or greater and optional for teachers employed at less than .5 full-time equivalent. Exceptions shall be granted where there is a duplication of benefits because the spouse of a teacher has the benefit plans or similar plans as outlined in this section.

**10.3** The Board shall retain both the employer's share and the employee's share of any rebate due under the *Employment Insurance Commission Act* or regulations.

**10.4** When a retired teacher returns to active service, the Employer agrees to pay the same proportion of the retired teacher's benefit plans as is paid for plans covered under 10.1.

**10.5** The Board will establish for each teacher a Health Spending Account that adheres to Canada Revenue Agency (CRA) requirements. Effective November 1, 2005 the Board will contribute annually an amount of \$250 for each full time eligible teacher, and effective September 1, 2006 the Board will contribute annually an amount of \$500 for each full time eligible teacher. This contribution shall be prorated for teachers employed less than full time with the Board. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Board will forfeit any remaining balance.

## **11. Sick Leave**

**11.1** Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:

In the first year of service with the Board - 20 days  
After one year of service - 90 calendar days.

**11.2** After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid.

**11.3** Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his return to full-time duty, he shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

Less than one year of service - the unused portion  
After one year of service - 90 calendar days.

**11.3.1** Notwithstanding 11.3, in instances where the teacher has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner. Should a teacher be unable to fulfil the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.

**11.4** Notwithstanding clause 11.1 and 11.2, if a teacher has accumulated sick leave in excess of 90 days by December 31, 1978, he shall be allowed to retain these excess days to his credit.

**11.5** A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive days may be required to present a medical certificate.

**11.6** A teacher who is absent from school duties to obtain necessary medical or dental treatment or because

of accident, disability or sickness for a period of three teaching days or less shall be required to present a signed statement giving the reason for such absence if requested by the Board.

## **12. Maternity Leave**

**12.1** Maternity leave shall be for a period of up to 15 weeks.

**12.2** The health-related portion of each teacher's maternity leave shall be as determined by medical documentation.

**12.3** The Board will register and implement a 95 per cent supplementary unemployment benefits (SUB) plan which each teacher shall apply for and, if eligible, access during the health-related portion of her maternity leave. The Board shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. SUB shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less. The Board shall advise each teacher to apply for EDB benefit at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the teacher shall apply for EDB benefits and no further salary, benefit contributions or SUB shall be payable.

**12.3.1** A teacher may be required to submit medical certificates in order to receive the SUB.

**12.3.2** A teacher who does not qualify for SUB plan benefits, shall be entitled to access accumulated sick leave during the health-related portion of maternity leave.

**12.4** A teacher shall provide the Board with at least four weeks notice in advance of commencing maternity or parental leave.

**12.5** A teacher shall provide the Board with four weeks written notice of the day on which the teacher intends to return to work.

**12.6.1** A teacher entitled to maternity leave, is also entitled to parental leave of not more than 37 consecutive weeks without pay or benefits, following the last day of maternity leave. During this 37 week period, each teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 per cent of the premium.

**12.6.2** A non maternal parent who is a teacher is entitled to parental leave for a period of not more than 37 consecutive weeks, without pay or benefits, within 52 weeks after the child's birth. During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premium.

**12.7** An adoptive parent who is a teacher is entitled to a period of not more than 37 consecutive weeks within 52 weeks after the child is placed with the adoptive parent for the purpose of adoption. In addition to adoption leave, the teacher shall be eligible for a further leave without pay and benefits for up to 15 weeks provided such is continuous and complete within 12 months of the date the teacher first went on adoption leave. During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premium.

**12.8** If both parents are teachers, the combined maternity and parental leave shall not exceed 52 weeks and may be taken simultaneously with the approval of the Board.

## **13. Personal Leave**

**13.1** A teacher shall be granted two days personal leave per school year without loss of pay and without deductions for substitute pay providing that:

- (a) The teacher finds a suitable substitute.
- (b) A planned program is available for the substitute.
- (c) The request is submitted in writing to the superintendent or the superintendent's office.
- (d) The principal is advised in advance of the intended leave dates.



**13.1.1** Personal leave may be used in cases where a teacher who, despite reasonable effort, is unable to travel to his/her school from his/her usual place of residence because of (a) inclement weather, (b) impassable road conditions or (c) failure of transportation facilities other than his/her own. Clause 13.1 (a) and (b) do not apply under this clause and the principal shall be advised as soon as is practicable.

**13.2** Notwithstanding clause 13.1 no personal leaves will be granted to teachers during the two days immediately preceding and following Christmas vacation, Easter vacation, spring break and summer vacation, unless the superintendent approves individual requests.

**13.3** A teacher shall be granted one day leave with pay to attend the birth of his child.

**13.4 (a)** The Board shall grant leaves of absence to teachers for the purpose of attending meetings of the Alberta Teachers' Association as representatives of the Local or provincial Association or as elected members of the Provincial Executive Council.

(b) Leaves of absence granted pursuant to paragraph (a) above shall be with pay and the cost of substitute teachers hired by the Board shall be borne by the Alberta Teachers' Association.

(c) Notwithstanding paragraph (b) above should the total number of leaves of absence requested by the teachers employed by the Board exceed six days in any school year it shall be at the sole discretion of the Board to decide whether the additional days shall be granted with pay less the cost of substitute or without pay. If the leave is granted without pay the cost of substitute shall be borne by the Board.

(d) Additional days may be granted at the discretion of the Board.

### **13.5 Family Medical Leave**

A teacher is entitled to two days with pay in each school year for medical or dental care of the teacher's spouse, child or parent.

## **14. Professional Improvement**

**14.1** Teachers who have three or more years of continuous service with the Board may apply to the superintendent for Board approval to obtain educational leave of up to one year.

**14.2** Educational leave may be granted at the sole discretion of the Board for purposes of study approved by the Board for improving a teacher's academic or professional qualifications.

**14.3** A teacher granted educational leave must agree in writing to return to teaching duties with the Board for a period of at least two months for each month of educational leave granted.

**14.4** Teachers granted educational leave shall receive a salary of 70 per cent of the teacher's salary in effect at the time the leave is granted. Maximum salary under this clause shall be 70 per cent of fourth year maximum in effect at the time the leave is granted.

**14.5** The minimum salary granted for a full year educational leave shall be \$12,000. Shorter educational leaves shall be prorated accordingly.

**14.6** In case of a teacher not fulfilling the conditions as stated in 14.3 above, the full amount of salary paid shall be prorated to the time served after return from leave and the remainder repaid to the Board. Each teaching day shall be considered as 1/400 of the total debt. Interest will be charged at prevailing bank rates to commence at termination of employment.

**14.7** All applications for educational leave shall be submitted by December 15 of the school year prior to the year of the leave request.

### **14.8 University Tuition Reimbursement**

**14.8.1** Reimbursement for accredited university course tuition may be granted at the sole discretion of the Board for purposes of study approved by the Board for improving a teacher's academic or professional qualifications. No teacher shall be entitled to receive benefit from this provision for more than one full course per school year.

**14.8.2** Upon proof of successful completion of a university accredited course, a teacher shall be reimbursed

up to \$600 per full course per school year or up to \$300 per half course. A full course is defined as 78 university credit contact hours and a half course is defined as 39 university credit contact hours. Satisfactory proof of successful completion shall be provided from the university from which the course was taken.

### **15. Compassionate Leave**

**15.1** Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, grandparent of spouse or a relative who is a member of the employee's household shall be granted full salary by the Board as follows:

- (a) up to and including five consecutive days for critical illness;
- (b) up to and including five consecutive days for death;

**15.2** Effective at the beginning of the month following ratification of this agreement, a teacher is entitled to a leave of up to one day with salary and benefits to attend the funeral of a relative not mentioned in clause 15.1 provided a planned program of instruction can be maintained by the school.

### **16. Other Leave**

**16.1** A teacher may also apply for leave of absence for reasonable cause and it shall be granted with or without salary and benefits or with salary less the cost of the substitute. Should the leave be granted without salary and benefits, at the teacher's option, the Board will maintain applicable benefits as set out in clause 10.1 of this agreement during the duration of the leave provided such teacher assumes full responsibility for paying the total costs for said benefits.

### **17. Grievance and Arbitration Procedure**

**17.1** Any difference between any employee covered by this agreement and the Board or, in a proper case between the Local of the Association and the Board concerning the interpretation, application, operation or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable shall be dealt with as follows, without stoppage of work or refusal to perform work.

**17.2** Step A - Such difference (hereinafter called "a grievance") shall first be discussed by the aggrieved within 15 days from the date of the incident giving rise to the grievance or from the date the aggrieved first had knowledge of the incident, whichever is later, with the secretary-treasurer of the Board, either directly or through the Local of the Alberta Teachers' Association, with the objective of resolving the matter informally.

**17.3** Step B - If the aggrieved is not satisfied with the disposition of his grievance or if no decision has been rendered within 10 school days after the presentation of the grievance to the secretary-treasurer he shall file the grievance in writing with the secretary-treasurer of the Board and the economic policy chair of the Local of the Alberta Teachers' Association. Such written submission shall be made within 15 school days after the grievance was first presented. Such submission shall set out particulars regarding the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought.

#### **17.4 Step C**

(a) If no decision has been rendered within five school days after submitting the written grievance, the aggrieved, or the Local of the Alberta Teachers' Association as the case may be, shall submit his grievance to a grievance committee as hereinafter provided. Such grievance committee shall be composed of two representatives of the Board and two representatives of the Alberta Teachers' Association.

(b) A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

#### **17.5 Step D**

(a) If the grievance committee does not reach a majority or any decision within the said time then either party may, by written notice served on the other party together with appointment of its representative to the

arbitration board, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the date the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

(b) The receiving party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the director of mediation services pursuant to the *Labour Relations Code* to make the necessary appointment.

(c) The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

(d) The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted under this agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

(e) The findings and decisions of a majority of the arbitration board is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the board.

(f) The arbitration board shall give its decision no later than 14 days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.

(g) Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chairman.

(h) All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

**17.6** The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, adherence to the provisions of the grievance procedure is required. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.

**17.7** The Board and the Association agree to consider "Grievance Mediation" as an alternative disputes resolution process for those issues that have been or may be referred to an arbitration board. Grievance Mediation shall be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding nor do they preclude continuing with the arbitration process. Selection of a mediator shall be completed by mutual agreement between the Board and the Association. Each party to the Grievance Mediation shall bear in equal proportions the expense of the mediator.

### **18. Northern Travel Benefit**

Provided that all requirements of Revenue Canada and Alberta Teachers Retirement Fund have been met, for the purposes of this agreement, \$4,000 (or such maximum amount allowed by Revenue Canada) of the annual salary as set out in clause 4.1 of this agreement shall be considered to be a travel assistance benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer.

### **LETTER OF UNDERSTANDING**

Between the Peace River School Division No 10 of the first part and Local 13 of the Alberta Teachers' Association of the second part.

### **Re Alternative School Year Calendar**

In order to implement an alternative school year calendar in reference to unpaid leave, the following criteria shall apply:

1. Teachers in schools with an alternative school year calendar shall be compensated for the longer days of instruction.
2. Compensation, as noted in number one above, shall be in the form of "Release Time" (R/T). This release time is to be counted in calculating salary adjustment for teachers on unpaid leave and teachers on a temporary contract while replacing teachers on leave.
3. The total length of instruction per year and release time shall be comparable to that of a regular school schedule year.
4. This arrangement shall apply to those schools approved by the Board to implement an alternative school year calendar.
5. Approval for an alternative school year calendar is at the sole discretion of the Board provided that should the Board approve an alternative school year calendar, the Board may be required to obtain the consent of that school's teaching staff in accordance with section 97(2) of the *School Act*.
6. An alternative school year calendar means a calendar year in which students are provided instruction for 330 minutes or more and/or less than 190 teaching days in a school year.