

SOURCE	Union		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	250		

Collective Bargaining Agreement
PEACE RIVER SCHOOL DIVISION NO 10
1996/97

This agreement is made in duplicate this 22 day of January, 1997; pursuant to the *School Act, 1988* and the *Labour Relations Code, 1988*.

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 September 1, 1996 and shall continue in full force and effect until August 31, 1997.
 - 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. Such notice shall contain the particulars of all amendments sought to the agreement. Within 14 school days of receiving such notice, the receiving party shall give to the other party the particulars of all amendments it seeks. 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, 1996

Years of teaching experience	Years of teacher education					
	One	Two	Three	Four	Five	Six
0	18,967	22,455	25,719	30,524	32,383	34,243
1	20,093	23,699	27,086	32,616	34,474	36,333
2	21,222	24,939	28,455	34,704	36,565	38,421
3	22,346	26,184	29,824	36,795	38,652	40,511
4	23,472	27,425	31,189	38,883	40,742	42,600
5	24,598	28,665	32,561	40,973	42,830	44,690
6	25,722	29,906	33,926	43,063	44,920	46,780
7	26,851	31,151	35,294	45,150	47,009	48,870
8	27,978	32,392	36,661	47,239	49,099	50,958
9	29,101	33,635	38,030	49,331	51,188	53,048
10	30,227	34,879	39,397	51,421	53,278	55,135

5. Allowances

- 5.1** Effective September 1, 1996 principals shall be paid an annual allowance based on the following formula:
Basic allowance of \$3,480 plus \$464 per full time equivalent certified teacher for the first 10 teachers and \$348 per full time equivalent certified teacher for the eleventh teacher and over (11+).
- 5.2** Vice-principals shall receive an allowance equivalent to 50 percent 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 percent 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** Effective September 1, 1996 Interschool Coordinators shall be paid an allowance of \$867 per year.

5.4.1 Notwithstanding clause 5.4, effective September 1, 1996 the French Immersion Interschool Coordinator employed in the Peace River School Division No 10 shall be paid an allowance of \$6,628 per year.

5.5 Effective September 1, 1996, Directors shall be paid an allowance of \$6,628 per year.

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** Effective September 1, 1996 substitute teachers with less than two years teacher education as determined under clause 7.1 shall be paid \$106.43 per day. Effective September 1, 1996 substitute teachers with two or more years teacher education shall be paid \$119.97 per day.
- 8.1.1** Substitute teachers shall be paid on or before the fifteenth day of the month following the month in which the substitute teaching occurred provided accurate documents are submitted to the School Board office in a timely manner.
- 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** Save and except substitute teachers, each teacher shall be paid one-twelfth of his annual rate of salary two teaching days prior to the last teaching day of each month from September to May inclusive, two-twelfths on the last teaching day in June and one-twelfth on or before August 20.
- 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** Effective September 1, 1996 the Board shall pay 75 percent and effective January 1, 1997 the Board shall pay 80 percent 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 Long Term Disability Plan D1

(e) Alberta School Employee Benefit Plan Dental Care Insurance Plan 3C

(f) Alberta School Employee Benefit Plan Vision Plan 1 - Effective January 1, 1997

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 employees' share of any rebate due under the *Unemployment Insurance Commission Act* or regulations.

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 In the case of a teacher who has five or more years of service with the Board and re-enters the employ of the Board, the sick leave accumulated under clause 11 during the period of employment with the Board shall be reinstated.

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 more than three consecutive days may be required to present a medical certificate.

11.7 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 18 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 percent Supplementary Unemployment Benefits (SUB) plan which each teacher shall access for pay 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 LTD 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 LTD benefits and no further salary, benefit contributions, or SUB shall be payable.
- 12.4** Each teacher shall endeavor to notify the Board of her leave requirements three months in advance, however, she shall give the Board at least two weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.
- 12.5** Prior to the leave commencing, each teacher shall endeavor to provide the Board with the date she plans on returning to work, however, she shall give the Board at least two weeks notice of the day on which she intends to return to work. Such notice shall be in writing.
- 12.6** A teacher returning from maternity leave may be required to pass a medical examination before returning to duty.
- 12.7** In addition to the maternity leave, each teacher shall be eligible for a further personal leave without pay and benefits for up to 34 weeks provided such is continuous and complete within 12 months of the date the teacher first went on maternity leave. During this 34 week period, each teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 percent of the premium. The terms of this personal leave shall be arranged between each teacher and the Board.
- 12.8** Adoption leave shall be as provided for in the *Employment Standards Code*. SUB plan, sick leave and benefit premiums shall not apply during adoption leave.
- 12.8.1** In addition to adoption leave, the teacher shall be eligible for a further personal leave without pay and benefits for up to 44 weeks provided such is continuous and complete within 12 months of the date the teacher first went on adoption leave. During this 44 week period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 percent of the premium. The terms of this personal leave shall be arranged between the teacher and the Board.
- 12.9** A teacher may be required to submit medical certificates in order to receive the SUB.
- 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 husband shall be granted one day leave with pay during the confinement of the spouse for maternity purposes.
- 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.

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 percent of the teacher's salary in effect at the time the leave is granted. Maximum salary under this clause shall be 70 percent 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 at least four months not counting summer vacation, prior to the date of commencement of leave.

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 three consecutive days for critical illness;
- (b) up to and including three consecutive days for death;
- (c) up to and including six consecutive days for combined critical illness and death;
- (d) should distance travelled exceed 500 km (one-way) an additional two days will be granted per occurrence as stated in (a), (b) and (c) above.

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 teachers 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 secretary 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 endeavour 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 Minister of Labour 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.

18. Northern Travel Benefit

Provided that all requirements of Revenue Canada and Teachers Retirement Fund have been met, for the purposes of this agreement, \$4,000.00 (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 23 of The Alberta Teachers' Association of the second part

Re Alternative School Year Calendar

In order to implement an Alternate School Year Calendar in reference to unpaid leave, the following criteria shall apply:

1. Teachers in schools with an Alternate 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

chedule year.

4. This arrangement shall apply to those schools approved by the Board to implement an alternate School Year Calendar for the 1996/97 school year.

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 78(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.

Letter of Understanding

Between the Peace River School Division No 10 of the first part

and

Local 23 of The Alberta Teachers' Association of the second part

The parties agree to establish a committee of 2 trustees, 2 teachers, the superintendent (or deputy) a principal plus the secretary-treasurer as a resource person. This committee shall meet and review the following issues:

1. Personal Leave (Board)
2. ASEBP (Board)
3. Remuneration for Administrators (Teachers)
4. Working Conditions/Wellness (Teachers)
5. Exchange of Proposals (Board)
6. Extra Curricular (Teachers)

The identified party (ie, Board or Teachers) shall provide to the committee a description of the issue which will be under discussion. The committee shall meet within 30 days of the signing of the collective agreement and shall then commence the review and make recommendations to the parties by December 31, 1997.

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