

OCT 17 2014

## COLLECTIVE AGREEMENT

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**THIS AGREEMENT** is made in quintuplicate this 6 day of NOVEMBER, 2014, pursuant to the School Act, as amended, and the Labour Relations Code

**BETWEEN** the Peace Wapiti School Division No. 76, here in called "the Board" and The Alberta Teachers' Association, herein called "the Association" acting on behalf of the teachers employed by the Board.

**WHEREAS** the Association is the sole bargaining agent for the teachers employed by the Board, and;

**WHEREAS** certain terms and conditions of employment and salary have been the subject of negotiations between the parties, and;

**WHEREAS** the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers.

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

### 1.0 Application

- 1.1 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 *Alberta Education*, Province of Alberta, herein collectively called the teachers, or where the context requires, teacher, excluding any position containing the term Superintendent or Director in its position title.
- 1.2 Upon request a teacher shall have access to his/her personnel file provided an individual identified as occupying an excluded position as identified in clause 1.1 is present. Upon request, the teacher shall be entitled to a copy of any document(s) in the file provided he/she pays the Board for the cost of reproducing the document(s).

### 2.0 Term of Agreement

- 2.1 Unless otherwise provided for in this Agreement, this Agreement shall be in full force and effective from September 1, 2012 until August 31, 2016.

2.2. Not less than *sixty (60)* nor more than *one hundred and fifty (150)* days prior to the termination of the Agreement either party may serve notice on the other in writing of its intention to commence Collective Bargaining. At the first meeting between the parties following such notice, the parties shall exchange particulars of the amendments they seek.

**3.0 Management Rights**

3.1 The Board retains those residual rights of management not specifically limited by the expressed terms of this Agreement.

**4.0 Salary Schedule**

4.1 The amount of education and teaching experience computed as hereinafter provided shall together determine the basic salary rate for each teacher employed by the Board. The basic salary and allowances shall be paid to teachers through electronic transfer of funds on the twenty-third (23) day of every month except December when teachers shall be paid on the last teaching day of the month.

a) Salary Schedule effective September 1, 2012:

4.2

**Years of Teacher Education**

**Years of Experience**

| Experience | Years of Education |        |        |
|------------|--------------------|--------|--------|
|            | 4                  | 5      | 6      |
| 0          | 59,163             | 62,140 | 65,635 |
| 1          | 62,857             | 65,876 | 69,383 |
| 2          | 66,549             | 69,607 | 73,131 |
| 3          | 70,239             | 73,338 | 76,883 |
| 4          | 73,932             | 77,071 | 80,632 |
| 5          | 77,630             | 80,803 | 84,384 |
| 6          | 81,320             | 84,536 | 88,130 |
| 7          | 85,013             | 88,269 | 91,881 |
| 8          | 88,703             | 92,005 | 95,633 |
| 9          | 92,405             | 95,736 | 99,382 |

b) Salary Schedule effective September 1, 2015:  
**Years of Teacher Education**

| Years of Experience | Years of Education |        |         |
|---------------------|--------------------|--------|---------|
|                     | 4                  | 5      | 6       |
| 0                   | 60,346             | 63,383 | 66,948  |
| 1                   | 64,114             | 67,194 | 70,771  |
| 2                   | 67,880             | 70,999 | 74,594  |
| 3                   | 71,644             | 74,805 | 78,421  |
| 4                   | 75,411             | 78,612 | 82,245  |
| 5                   | 79,183             | 82,419 | 86,072  |
| 6                   | 82,946             | 86,227 | 89,893  |
| 7                   | 86,713             | 90,034 | 93,719  |
| 8                   | 90,477             | 93,845 | 97,546  |
| 9                   | 94,253             | 97,651 | 101,370 |

A one-time lump-sum payment of 1% of the annual salary as set out in the Collective Agreement grid in effect as of November 15, 2015 will be paid to all teachers on contract on that date and paid no later than the end of December of 2015.

- 4.3 A part-time teacher is a teacher regularly employed by the Board for less than the regular hours of instruction per week as established by the Board's policy. Part-time teachers shall receive the salary and benefits stipulated in this agreement on a pro-rated basis according to the percentage of time worked.

**4.4 Substitute Teachers**

- 4.4.1 A Substitute teacher shall, in accordance with the following schedule, be paid a flat rate, including 4% holiday pay for each full day taught:

| Effective            | Flat Rate |
|----------------------|-----------|
| September 1, 2012 -- | 225.22    |
| September 1, 2015 -- | 229.72    |

- 4.4.2 After four consecutive school instructional days in relief of the same teacher, a substitute shall be paid 1/200 of the grid plan per day.
- 4.4.3 Any substitute teacher employed for more than 130 days over a period of three consecutive school years with the Board, shall be given one experience increment.

## **5.0 Administrators Allowance**

### **5.1 Principal's Allowances**

**5.1.1** In addition to the basic salary, an administrative allowance shall be paid to a principal and it shall be calculated in accordance with the following schedule based on the September 30, Grade 1 - 12 student count, and the October 30 ECS student count:

**a)** Effective September 1, 2012:

A Basic Allowance of \$13,708.00 per year Plus a 'Per Student' Allowance as follows:

|         |   |
|---------|---|
| \$0     | For each of the first 50 students of the school(s) enrollment |
| \$44.65 | For each of the next 50 students enrolled (51 – 100)          |
| \$36.37 | For each of the next 200 students enrolled (101 – 300)        |
| \$24.81 | For each of the next 200 students enrolled (301 - 500)        |
| \$13.20 | For each student thereafter (501+)                            |

Effective September 1, 2015:

A Basic Allowance of \$13,982.00 per year Plus a 'Per Student' Allowance as Follows:

|         |   |
|---------|---|
| \$0     | For each of the first 50 students of the school(s) enrollment |
| \$45.54 | For each of the next 50 students enrolled (51 – 100)          |
| \$37.10 | For each of the next 200 students enrolled (101 – 300)        |
| \$25.31 | For each of the next 200 students enrolled (301 - 500)        |
| \$13.46 | For each student thereafter (501+)                            |

## **5.2 Assistant Principal's Allowance**

**5.2.1** The administrative allowance of a Assistant Principal shall equal one half of the Principal's administrative allowance.

**5.2.2** The Assistant Principal shall be paid as a Principal when the Principal is absent for five consecutive teaching days or more and a temporary Assistant Principal may be appointed. In such a case, the Acting Principal shall be paid effective the first day the Principal is absent, and the Acting Assistant Principal shall be paid from the day of appointment.

**5.2.3** In a school where there is no Assistant Principal and the Principal is absent for more than five consecutive teaching days, a teacher shall be appointed Acting Principal and shall be paid according to 5.1.1. of the current collective agreement. In such a case, the Acting Principal shall be paid from the first day the Principal is absent.

5.2.4 In a school where an Assistant Principal's designation does not exist or where both the Assistant Principal and Principal are absent from the school, a teacher shall be appointed to carry out administrative duties when the Principal is absent from the school for the day. This shall apply up to a maximum of 15 days per school year and the daily rate of

- a) effective September 1, 2012 -- \$53.59
- b) effective September 1, 2015 -- \$54.66

Where a principal is in charge of more than one school only one teacher shall be so appointed.

### **5.3 Other Allowances**

5.3.1 In addition to the annual salary in clause 4.2, a teacher employed by the Board on a Hutterite Colony and designated by the Board to receive an administrative allowance shall receive allowance to be pro-rated if the teacher is designated for less than a full year as follows:

- a) effective September 1, 2012 -- \$2,335.00
- b) effective September 1, 2015 -- \$2,382.00

### **5.4 New Positions**

5.4.1 In the event that a new position for which an allowance is to be paid is created during the contract period, the allowance to be paid with respect to that position shall be set by the Board and the matter shall, if local teachers or the Board decides, be a subject for negotiations in collective bargaining between the parties to this collective agreement.

### **6.0 Experience Increment**

6.1.1 A teacher who provides active teacher services with the Board for a minimum equivalent of 120 full teaching days shall be granted one teaching experience increment.

6.1.2 Such teaching experience must be earned within three years with the same Board. When the 120 day requirement has been met the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of another school year or February 1 as the case may be. Substitute teaching shall not be counted as teaching experience for purposes of this clause.

- 6.1.3 The number of days of teaching experience earned by a teacher with another school board in Canada, or a post-secondary institution in Alberta for which an Alberta teaching certificate or its equivalent was required, or other teaching experience as approved by the Board, will be counted pursuant to the terms of this agreement as teaching experience in schools under the Board's jurisdiction. This clause affects only teachers hired for or after the 1989/1990 school year.
- 6.1.4 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year or February 1. No teacher shall earn more than one experience increment in any one school year.
- 6.1.5 No teacher shall receive increments for experience gained while the teacher was not holding a valid Teaching Certificate or Letter of Authority.
- 6.1.6 Each teacher claiming additional teaching experience and each teacher commencing employment with the Board, shall submit satisfactory evidence of teaching experience to the Board within 90 calendar days or submit satisfactory evidence to the Board of having applied for same within 30 teaching days from commencement of the school year or from the date of commencement of employment.
- a) If such evidence is submitted within the 90 calendar days, 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.
  - b) Until the teacher submits the satisfactory evidence the teacher shall be placed in the salary schedule according to the most recent evidence of experience acceptable to the Board.
  - c) If a teacher does not submit evidence of teaching experience to the Board within 90 calendar days or 30 teaching days from the commencement of the school year or from the date of commencement of employment, the Board shall adjust the salary effective the date such evidence is submitted.
- 6.1.7 No payment shall be made for any increment which should have been claimed in the previous year.

## **7.0 Teacher Education**

- 7.1 The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board established by the Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association, the Alberta School Trustees Association, dated March 23, 1967, such evaluation shall be done by The Alberta Teachers' Association Teacher Qualifications Service.
- 7.2 The adjustment date for changes in the allowance for teacher education shall be September 1 or February 1 of each year subject to clause 7.3.
- 7.3 It shall be the responsibility of each teacher to lodge with the Director of Human Resources and Labour Relations of the Board, a Statement from the Teachers Qualifications Service attesting to the teacher's education claim for salary purposes. The above statement to be provided by the teacher not later than 90 days or provide proof to the Director of Human Resources and Labour Relations of having applied for same within 30 days from the beginning of the current school year or from the starting date of the contract of the newly hired teacher employed at a date later than the beginning of the current school year.
- 7.4 Until the teacher submits satisfactory evidence in accordance with clause 7.3, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications, or according to the minimum acceptable educational requirements for the teacher's teaching certificate, whichever is appropriate to the Board.
- 7.5 If a teacher does not submit evidence of teaching education to the Board within 90 days or provide to the Director of Human Resources and Labour Relations proof of having applied for same within 30 days from commencement of the school year, or from the date of commencement of employment, the Board shall adjust the salary effective the date such evidence is submitted.
- 7.6 No payment shall be made for teacher education or any other educational allowance which should have been claimed in the previous year.
- 7.7 The Board recognizes that there may be circumstances where the above deadlines in clauses 7.3 and 7.5 should be extended and may do so at its sole discretion.
- 7.8 Under this article, when a teacher receives a statement of evaluation he/she shall forthwith provide it to the Board.

## **8.0 Sick Leave**

- 8.1 Sick leave granted under Article 8 shall be granted for the teachers' personal medical or dental treatment, accident, disability or sickness.
- 8.2 During the first year of employment, the statutory sick leave of twenty (20) days shall apply.
- 8.2.1 If the teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, he/she shall be paid his/her salary to the extent of the accumulated sick leave which shall then be reduced accordingly.
- 8.3 At the beginning of the second year of continuous employment with the Board, and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.
- 8.3.1 After the beginning of the second full school year of continuous employment, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent upon the teacher providing a medical certificate, signed by a medical doctor prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for twenty consecutive teaching days unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.
- 8.4 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 teaching days may be required to present a medical certificate signed by a medical doctor.
- 8.5 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.



- 8.6 The Board shall be entitled at any time to require a medical examination by a doctor selected and paid for by the Board.
- 8.7 In cases of prolonged illness the Board shall provide its share of the insurance premiums under clause 9.0 for a minimum of two years or the number of years the teacher has been employed by the Board to a maximum of ten years prior to the teacher accessing Extended Disability Benefits.

### **9.0 Health Plan Benefits**

- 9.1 When enrollment and other requirements for group participation in various Health Insurance plans have been met, the Board will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 9.2 Subject to the provisions of the A.S.E.B.P. master policies all teachers on contract shall be required to join the Alberta School Employee Benefit Plan and all teachers presently enrolled in the Plan shall maintain enrollment as a condition of employment with the Board.
- 9.3 Notwithstanding clause 9.2 it is understood that a teacher may be exempted from participation in the aforementioned plans where he/she received coverage elsewhere or has opted out pursuant to the Plan. Where a married couple is employed by the same Board, the premium contributions shall be on a family basis.
- 9.4 The Board shall contribute towards the costs of the various premiums as follows:
- a) ASEBP Plan D (Extended Long Term Disability) Plan 2A (Life, Accidental Death and Dismemberment) – 100 percent of each full time teacher's monthly premium.
  - b) ASEBP Extended Health Care Plan 1 – 100 percent of each full time teacher's monthly premium.
  - c) Alberta Health Care – 100 percent of each full time teacher's monthly premium.
  - d) ASEBP Dental Care Plan 3C– 100 percent of each full time teacher's monthly premium.
  - e) Vision Care Plan 3– 100 Percent of each full time teacher's monthly premium.
- 9.4.1 For those teachers teaching in the Bonanza School who must live in B.C., the premium support for Alberta Health Care provided in clause 9.4(c) shall be paid to the teachers to offset costs of B.C. Medical Insurance.

9.5 Payments toward benefit plans by the Board shall permit the Board to retain and not pass on to teachers, any rebate of premiums otherwise required under the Human Resources and Labour Commission (previously Unemployment Insurance Commission) regulations.

9.6 Teachers on contract for less than the full school year or less than the full school day, on a regular basis, shall receive pro-rated payments based on the percentage of days or time taught.

9.7 Provided it is consistent with the provisions of the Income Tax Act, the Board's contributions under this Article will be applied in such a manner that the taxable benefits for each individual will be reduced to as minimal level as possible among those benefits in which the individual is enrolled and applied in the following order:

- a) Extended (Long Term) Disability
- b) Extended Health Care
- c) Dental Care
- d) Vision Care
- e) Accidental Death and Dismemberment
- f) Life Insurance
- g) Alberta Health Care

9.8 Effective September 1, 2007 the Board shall establish a 'Health Spending Account:

|           |            |
|-----------|------------|
| 2007-2008 | - \$300.00 |
| 2008-2009 | - \$350.00 |
| 2009-2010 | - \$400.00 |
| 2010-2011 | - \$450.00 |
| 2011-2012 | - \$500.00 |

Effective September 1, 2014, the annual contribution to the Health Spending Account will be increased to \$550.00.

Effective September 1, 2014, on date of hire or before August 15 of each year, eligible teachers may choose to direct the next school year's annual amount to a Group RRSP which is identified by the Board. If no choice is made by the teacher within the time frame above, contributions will be made to the HSA.

Teachers hired after October 31, during the balance of that school year, shall have 1/12<sup>th</sup> of the annual contribution directed to the health spending account or RRSP for each complete month of service. The choice between the health spending account or RRSP must be made at the time of hire and the same direction shall apply for the balance of the school year.

## **10.0 Leave of Absence**

10.1 A teacher shall be entitled to leaves under this clause in accordance with his/her full time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Board pursuant to the School Act, where such teacher is absent for:

10.1.1 Not more than six days due to critical illness or death of a spouse, child, parent or parent-in-law plus any required traveling time not exceeding two days.

10.1.2 Not more than two days due to death and one day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, plus any required traveling time not exceeding two days.

10.1.3 Not more than one day to attend the funeral of an aunt, uncle, niece, or nephew, plus any required traveling time not exceeding two days.

Not more than one (1) day to attend the funeral of a friend at the cost of a substitute teacher.

10.1.4 Not more than two (2) days in a school year for attending to the medical needs of a spouse, child, or parent where such needs are urgent and require the services of a practitioner.

Effective September 1, 2014 -- Not more than five days with pay in a school year for attending to the medical needs of a spouse, child or member of the teacher's household where such needs are urgent and require the services of a practitioner.

The first of these days is with full pay. The balance of these days shall be with full pay less the cost of a substitute teacher.

- a) Not more than two (2) days with pay in a school year for attending the birth of his child.
- b) Not more than two days with pay in a school year for the adoption of a child

10.1.5 Critical illness shall be interpreted as a person in critical condition supported by medical documentation.

10.1.6 Leave of absence without loss of salary shall be granted:

- a) for jury duty or any summons thereto:
- b) to answer a subpoena to attend as a witness in a court of law in the Province of Alberta or in the Province of British Columbia if the teacher lives in British Columbia and teaches in Alberta, provided the teacher is not charged with any offense.

To answer a subpoena to attend as a witness in a court of law in Canada, provided the teacher is not charged with any offence

The teacher shall remit any witness fee or jury stipend set by the court.

10.1.7 Inclement Weather

Not more than three (3) days per school year at the cost of a substitute teacher. Leave of absence shall be granted where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to his/her school from his/her usual place of residence because of:

- a) inclement weather
- b) impassable road conditions
- c) the failure of transportation facilities other than the teacher's own

If the teacher is unable to travel to his/her school but is able to attend at another PWSO School or Central Office, there will be no deduction of the cost of a substitute teacher.

10.2 A leave of absence, other than those mentioned above, shall be granted by the Superintendent, having due regard to all circumstances and interests of a school and/or the school system for up to four days per school year. The first of these days shall be at full salary and the remaining three days at full salary less the cost of a substitute for each day.

Contracts of less than the full school year, leave entitlement shall be based on the pro-rata portion of full time employment in the school year.

- 10.2.1 One (1) day of Personal Leave at no cost, per school year. If unused, this day may be carried forward to the maximum of two (2) days in any school year. (The first opportunity for carry forward would be after the end of the 2008/2009 school year).
- 10.2.2 Three (3) days of Personal Leave per school year at the cost of a substitute teacher per day. No carry forward of these days.
- 10.2.3 A general leave of absence shall be granted to the officers of Local 6. The maximum number of days granted to the Local shall not exceed *forty (40)* days per school year. The cost of the substitute teachers to be paid by the Local.

### **11.0 Maternity Leave**

- 11.1 Maternity leave shall be for a maximum period of 15 weeks.
- 11.1.1 The Board will, to the maximum allowed, implement a Supplementary Unemployment Benefits plan which each teacher shall access for pay during the health-related portion of her maternity leave.
- 11.1.2 The S.U.B. benefit shall replace sick leave and the teacher shall have no access to sick leave benefits while on maternity leave.
- 11.1.3 The Board shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave.
- 11.1.4 The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less. S.U.B. shall not be payable with respect to any period during which the teacher would not have taught but for being on maternity leave.
- 11.1.5 The Board shall advise each teacher to apply for Extended Disability (L.T.D.) 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 Extended Disability (L.T.D.) benefits and no further salary, or S.U.B. shall be payable.
- 11.1.6 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. 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. Any such notice shall be in writing.

11.1.7 For the 15 week period, teachers returning from maternity leave shall be returned to the position held at the commencement of the leave. The phrase "returned to the position held at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.

11.2 **Parenting Leave**

In addition to the maternity leave, the teacher shall be eligible for a further leave without pay and benefits for up to 37 weeks provided such is continuous and complete within 12 months of the date the teacher first went on maternity leave. During this 37 week period, each teacher shall be eligible to maintain his/her benefit insurance coverage provided he/she pays 100% of the premium. The terms of this leave shall be arranged between each teacher and the Board.

11.2.1 The parenting leave shall be without pay, employer contributions to the benefits premiums, sick leave benefits, and will not be counted for granting of increments.

11.2.2 A teacher returning from such leave shall be entitled to a teaching position with the Board.

11.3 **Adoption Leave**

Teachers shall be eligible for adoption leave under the following conditions provided that if both mother and father are employed by the Board, only one shall be entitled to leave under these provisions in any one school year.

11.3.1 A teacher shall be eligible for an adoption leave of up to 12 months.

11.3.2 The teacher shall provide notification of the leave requirements to the Superintendent six (6) weeks before the first day of the leave.

11.3.3 Adoption leave is without pay, employer contributions to benefit premiums, sick leave benefits, and will not be counted for the granting of increments. Teachers can arrange with the Administration Office to maintain insurance benefit coverage as long as the teacher is prepared to pay 100% of the premiums.

- 11.3.4 The teacher returning from leave shall be entitled to a teaching position with the Board.

**12.0 Professional Improvement Leave**

- 12.1 A minimum of one professional improvement leave will be granted by the Board to applicant teachers who qualify according to the provisions listed below.

- 12.2 Professional improvement leave may be granted for the purpose of study to improve academic or professional education subject to the following conditions which shall be the only conditions governing an approved professional improvement leave. Upon completion of a professional improvement leave, a teacher shall provide satisfactory evidence to the Board regarding attendance and completion of studies.

- 12.2.1 The teacher must have at least five years service with the Board before an application for professional improvement leave for study will be entertained.

- 12.2.2 The Board shall retain the right to designate teachers for professional improvement leave with less than five years service only in those special cases where the Board deems it necessary to increase the educational standards of teachers for specialist purposes.

- 12.2.3 The professional improvement leave grant payable is the amount which is in effect at the time of signing the individual professional improvement leave contract. The teacher will receive a grant based on years of service with the Board as per the following schedule:

| Years of Service  | Effective Sept. 1, 2012 | Effective Sept. 1, 2015 |
|-------------------|-------------------------|-------------------------|
| Six years or less | \$32,750.00             | \$33,405.00             |
| Seven years       | \$33,198.00             | \$33,862.00             |
| Eight years       | \$33,639.00             | \$34,312.00             |
| Nine years        | \$34,079.00             | \$34,761.00             |
| Ten years or more | \$34,519.00             | \$35,209.00             |

No allowances shall apply to a teacher on professional improvement leave.

- 12.2.4 If the professional improvement leave is for a period less than a school year the teacher will receive an amount equal to the number of school operational days deducted from the teacher's salary for professional

improvement leave over 200 x the schedule in 12.2.3. No allowances shall apply to a teacher on professional improvement leave.

12.2.5 For the purpose of professional improvement leave applied for under clause 12.2.4:

a) The application shall be made not less than 90 days prior to commencement of such leave,

b) The Board shall notify the applicant of the decision within 60 days of receiving the application, and

c) The teacher obligation of service to the Board as specified in Clause 12.2.7 or repayment as specified in clause 12.2.8 shall be prorated in the same manner of granting the leave under clause 12.2.4.

12.2.6 A teacher taking professional improvement leave shall retain his/her position of seniority. A teacher returning from professional improvement leave shall have the choice of initial placement in his/her school if the same school still exists. The returning teacher shall notify the superintendent of his/her choice by May 1 of the year in which their leave expires.

12.2.7 A teacher must not resign or retire from service to the Board until at least two years after professional improvement leave has expired.

12.2.8 Should a teacher by mutual consent resign or retire from the service of the Board before the completion of two years of service following such leave, payment with interest of sabbatical leave salary shall be made to the Board on a pro rata basis. This interest will be determined at prime bank interest rate at the time of granting the sabbatical leave; said interest to be charged from the date of termination.

12.2.9 Written application for professional improvement leave must be made before February 15 of the year for which leave is requested.

12.2.10 Board consent will be given on or shortly before March 31, of that year.

12.2.11 Any teacher hired to take the place of a teacher who is on professional improvement leave shall be informed prior to his/her employment if his/her employment in that position is for one year only.

12.2.12 An experience increment pursuant to clause 6.0 will not be granted for salary purposes under this clause for any teacher taking professional improvement leave for that period of time the leave is being exercised.



12.2.13 Professional Improvement Leave grant monies not successfully applied for in any given year will be carried forward in a Professional Development Fund to a maximum of \$53,002.00.

Professional Development Fund rules of eligibility, qualification and reimbursement:

1. Eligible teachers will hold a continuous contract with the Board
2. Only tuition cost for up to one fulltime accredited course per teacher per year will be approved, to a maximum of \$2,000.00 per course
3. Applications must be submitted to the Superintendent by March 31
4. Successful applicants will be advised by April 15
5. Courses considered for approval must be sufficiently related to the teachers' professional practice with the Board as determined by the Superintendent . If the Fund is over subscribed, the Superintendent will determine eligibility based upon the needs of the Board
6. If after April 15 all funds have not been successfully applied for; teachers may make application for reimbursement of a second course providing the total of the two courses does not exceed \$2,000.00
7. Application for reimbursement must be submitted with proof of successful completion of the pre-approved course no later than August 1, of the year following the pre-approval. (Extensions to this deadline may be granted by the Superintendent upon written request from the teacher.)

### **13.0 Grievance Arbitration**

- 13.1 A "grievance" is defined as any difference between a teacher or teachers covered by this Agreement and the Board concerning the interpretation, application, operation or alleged violation of this Agreement and shall be dealt with in the following manner without the cessation of duties or the refusal to perform duties by any teacher.
- 13.2 Within 20 days from the date of the incident prompting the grievance, the teacher shall submit in writing to the Director of Human Resources and Labour Relations the precise nature of the alleged grievance, the name of the teacher concerned, the clause of the Agreement from which the alleged grievance arises and the relief requested.
- 13.3 Where a grievance has been filed in accordance with 13.2, the Director of Human Resources and Labour Relations shall within 20 days after receipt of the alleged grievance meet with the aggrieved teacher to endeavor to resolve the grievance. The Director of Human Resources and Labour Relations shall furnish a written decision to the aggrieved teacher within five days of

their meeting. At the aggrieved teachers' request, a member of the Northern Spirit Local No. 6 may be present.

- 13.4 If the decision of Director of Human Resources and Labour Relations does not result in a settlement, the aggrieved teacher shall submit the grievance in writing to the Grievance Committee within 15 days of receipt of the Director of Human Resources and Labour Relations decision. The request for a Grievance Committee meeting shall be submitted to the Director of Human Resources and Labour Relations who shall in turn notify the respective representatives of the request.
- 13.5 The Grievance Committee shall be composed of two representatives of the Board and two teachers of the Local. A quorum of this committee shall consist of all members.
- 13.6 When the Grievance Committee receives written notice of the submission of a grievance, in accordance with 13.4, it shall be required to give its decision within 21 days following the receipt of such notice.
- 13.7 If the Grievance Committee reaches a unanimous decision as to the disposition of the grievance the decision shall be final and binding on both parties.
- 13.8 If the Grievance Committee does not reach a unanimous decision or any decision, either party may by written notice served on the other party within 15 days after the date on which the Grievance Committee voted on the disposition of the grievance, its desire to submit the grievance to Arbitration and such notice shall contain the name of the party's nominee.
- 13.9 The party to whom notice is given under 13.8 shall within fifteen (15) days after receipt of such notice appoint their nominee and notify the other party of their nominee.
- 13.10 The two nominees appointed in accordance with 13.8 and 13.9 shall appoint an Arbitration Chairperson agreeable to both parties and these three appointees shall constitute the Arbitration Board.
- 13.11 The decision of a majority of the members of the Arbitration Board shall be the decision of the Arbitration Board and if there is no majority, the decision of the Arbitration Chairperson shall govern.
- 13.12 The Arbitration Board shall have no power to add to, subtract from or modify any terms of the agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this agreement or to enter any new provisions into this agreement.

- 13.13 Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear in equal proportions the expense of the Arbitration Chairperson.
- 13.14 The time limits set out herein for the processing of a grievance shall be adhered to except in the case of mutual agreement in writing to alter the time limits. Failure of a teacher or the Board to act within the time limits prescribed herein shall mean the grievance is forfeited or processed to the next step, as the case may be.
- 13.15 For the purpose of Clause 13, “days” shall mean consecutive days exclusive of Saturdays, Sundays, holidays, and vacations recognized by the Board.

#### **14.0 Job Sharing / Part-Time Arrangements**

- 14.1 Teachers under continuing full-time contracts may make application to the Superintendent to participate in job-sharing or part-time employment arrangements pursuant to the Board’s policies and guidelines.

#### **15.0 Northern Travel Benefit**

- 15.1 For those teachers who inform the Board that they are eligible and for purposes of this agreement, \$2,500 of the annual salary as set out in clause 4.2 of this agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Canada Revenue Agency (CRA) 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 and shall be in accordance with the provisions set by Canada Revenue Agency (CRA).

**NOTE:** The ATA has provided a letter stating that the Appeals Division of Canada Customs and Revenue Agency has upheld the rights of teachers to claim the Northern Travel Benefit for 1996 and 1997. It is appropriate for the Board to continue reporting the Northern Travel Benefit amounts on teachers T4s.

**16.0 Extracurricular Activities**

16.1 The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary.

**17.0 Previous Agreement**

17.1 All previous agreements, schedules and regulations between or affecting the parties are hereby canceled.


**18.0 Effect**

18.1 This agreement shall enure to the benefit of and be binding upon the parties and their successors.


**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS**

6 DAY OF NOVEMBER AD 2014

**THE PEACE WAPITI SCHOOL DIVISION NO. 76**

  
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**THE ALBERTA TEACHERS' ASSOCIATION**

  
\_\_\_\_\_

*Jenna Johnston*  
*A. Stittell*  
\_\_\_\_\_

*Casey L. Brown*  
*Allison Law*