

| | | | |
|-------------------|-----|----|----|
| SOURCE | ATA | | |
| EFF. | 96 | 09 | 01 |
| TERM. | 97 | 08 | 31 |
| No. OF EMPLOYEES | 230 | | |
| NOMBRE D'EMPLOYÉS | 230 | | |

Collective Bargaining Agreement
ASPEN VIEW REGIONAL DIVISION NO 19
1996/97

This agreement is made pursuant to the *School Act*, the *Labour Relations Code*, the *Employment Standards Code*, and the *Individual Rights Protection Act*.

Between the Aspen View Regional Division No 19 (hereinafter referred to as the "Board") of the first part and The Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter referred to as the "Association") of the second part.

Whereas this 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 negotiations between the parties; and

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

1. Recognition

1.1 This agreement applies to those employees of the Board who as a condition of 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.

1.2 Notwithstanding clause 1.1, the following shall be excluded from this agreement:

- (a) superintendent
- (b) associate superintendents.

2. Effective Date

2.1 Unless otherwise specifically provided for in this agreement, this agreement shall be in full force and effect from September 1, 1996 to August 31, 1997.

2.1.1 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 unless a new collective agreement is in effect or a strike/lockout commences, whichever occurs first.

2.2 Not less than 60 days nor more than 150 days prior to the termination of this agreement, either party may give to the other party a notice in writing of its intention to commence collective bargaining.

Notwithstanding the foregoing, the parties agree that either party may give notice to the other within 60 days of the date of ratification of this agreement to commence collective bargaining under the *Labour Relations Code*.

2.3 The first meeting shall be within 15 days of receiving notice, or any longer period agreed to by the parties. At the first meeting both parties shall exchange particulars of all proposed amendments.

3. Salary Schedule

R

10166(02)

- 3.1** The Board shall pay its teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.
- 3.2** The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Board.
- 3.3** The salary schedule as follows shall be effective:

September 1, 1996 - February 28, 1997

Years of Teacher Education

| STEP | CAT 1 | CAT 2 | CAT 3 | CAT 4 | CAT 5 | CAT 6 |
|------|--------|--------|--------|--------|--------|--------|
| 0 | 18,889 | 22,085 | 24,600 | 30,184 | 31,828 | 33,948 |
| 1 | 20,178 | 23,199 | 25,889 | 32,114 | 33,885 | 36,007 |
| 2 | 21,465 | 24,315 | 27,174 | 34,051 | 35,940 | 38,064 |
| 3 | 22,756 | 25,429 | 28,465 | 35,982 | 37,995 | 40,122 |
| 4 | 24,046 | 26,546 | 29,751 | 37,916 | 40,052 | 42,176 |
| 5 | 25,333 | 27,660 | 31,043 | 39,849 | 42,106 | 44,236 |
| 6 | 26,623 | 28,772 | 32,332 | 42,041 | 44,162 | 46,295 |
| 7 | 27,911 | 29,891 | 33,621 | 44,229 | 46,217 | 48,351 |
| 8 | 29,201 | 31,004 | 34,909 | 46,422 | 48,274 | 50,409 |
| 9 | 29,201 | 32,119 | 36,199 | 48,614 | 50,331 | 52,466 |
| 10 | 29,201 | 33,235 | 37,488 | 50,802 | 52,384 | 54,524 |

March 1, 1997 - August 31, 1997

Years of Teacher Education

| STEP | CAT 1 | CAT 2 | CAT 3 | CAT 4 | CAT 5 | CAT 6 |
|------|--------|--------|--------|--------|--------|--------|
| 0 | 19,116 | 22,350 | 24,895 | 30,546 | 32,274 | 34,457 |
| 1 | 20,420 | 23,477 | 26,200 | 32,499 | 34,359 | 36,547 |
| 2 | 21,722 | 24,607 | 27,500 | 34,459 | 36,443 | 38,634 |
| 3 | 23,029 | 25,734 | 28,806 | 36,413 | 38,527 | 40,724 |
| 4 | 24,335 | 26,864 | 30,108 | 38,371 | 40,613 | 42,809 |
| 5 | 25,637 | 27,992 | 31,416 | 40,327 | 42,696 | 44,899 |
| 6 | 26,942 | 29,117 | 32,720 | 42,545 | 44,780 | 46,990 |
| 7 | 28,246 | 30,250 | 34,024 | 44,760 | 46,864 | 49,076 |
| 8 | 29,552 | 31,376 | 35,328 | 46,980 | 48,949 | 51,165 |
| 9 | 29,552 | 32,504 | 36,634 | 49,198 | 51,036 | 53,253 |
| 10 | 29,552 | 33,634 | 37,937 | 51,412 | 53,118 | 55,342 |

4. Additional Allowances

In addition to the foregoing salary there shall be paid allowances in accordance with the following schedule.

4.1 Principal's Allowances

September 1, 1996 to February 28, 1997

For the first 150 pupils \$36.56 per pupil

For the next 125 pupils 22.17 per pupil

For the next 100 pupils 13.04 per pupil

For each pupil thereafter 5.23 per pupil

March 1, 1997 to August 31, 1997

0-100 pupils \$50 per pupil

101-200 pupils 25 per pupil

201-300 pupils 15 per pupil

300+ pupils 14 per pupil

4.2 Kilometrage

4.2.1 Except where a teacher agrees otherwise, a teacher authorized or assigned by the Board to travel by automobile to two or more schools in the performance of his or her duties shall be reimbursed at the kilometrage rate set for trustees of the Board.

4.3 Assistant Principal's Allowances

4.3.1 The assistant principal's allowance payable shall be 1/2 the allowance payable pursuant to clause 4.1.

4.3.2 Where there is more than one assistant principal a sum equal to 100 percent of that payable pursuant to clause 4.1 shall be divided between the incumbents in the ratio of their responsibilities.

4.4 For the purpose of determining allowances based on student count, such count shall be September 30 of each school year.

4.5 The Board may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be established by the Board and the matter may be a subject for negotiation during the next round of collective bargaining between the parties to the collective agreement.

4.6 Payment of Allowances

4.6.1 Payment of administrative allowances shall commence on the effective date of appointment.

4.6.2 When, in the absence of the principal, an assistant principal or a teacher acts in the principal's place for a period of five or more consecutive school days, the assistant principal or teacher shall be designated as acting principal effective the sixth consecutive school day and shall be paid as a principal for the period during which the assistant principal or teacher is so designated.

4.6.3 When in the absence of the principal, in schools where there is no assistant principal, a teacher shall be designated as acting principal effective the second consecutive school day of the principal's absence and shall be paid as a principal commencing the third consecutive school day, retroactive to the first day of such designation and for the remainder of the period during which the teacher is so designated.

4.6.3.1 When a teacher in a multi-roomed school is requested to be in charge during half day up to a three day period of time when the principal is away to attend scheduled administrative meetings, seminars, conventions, or is on an academic improvement course, that teacher left in charge shall be paid 50 percent of that principal's daily allowance rate for each half day that the teacher has been assigned to be in charge. This allowance paid to the teacher in charge does not reduce that principal's allowance.

4.6.4 A teacher assigned the responsibilities of department head shall, in addition to instructional preparation periods, be provided the equivalent of one 40-minute class period free from instructional responsibilities every second school day.

5. Years of Teaching Experience

5.1 A year of teaching experience shall be earned by service for at least 118 days as defined in section 78 of the *School Act*.

5.2 Such teaching experience must be earned within consecutive years commencing September 1, 1995 with the Board. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year or until February 2 in the event that the teaching experience is recognized on the February 1 adjustment date. No teacher shall lose credit for years of teaching experience being recognized at the time of the signing of this agreement. Substitute teaching shall not be counted as teaching experience for purposes of this clause.

5.3 The number of years of teaching experience earned 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. For the purpose of this clause a year of teaching experience shall mean a year determined in accordance with clause 5.1 above.

5.4 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of each school year, on commencement of employment or on February 1, provided however that no teacher shall receive more than one experience increment in any one school year.

5.5 (a) Proof of previous experience must be received by the Board within 45 calendar days of commencement of employment or the first day of school of the school year, whichever is applicable. Satisfactory evidence shall be deemed to include a letter of documentation from previous school boards or an affidavit, signed by the teacher, that the teacher has the experience claimed.

(b) If such evidence is submitted within the 45 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.

(c) If such evidence is not submitted within the aforementioned 45 calendar days the teacher shall be paid according to the salary schedule based upon the most recent statement of experience as acceptable to the Board or at the minimum of the teacher's category according to years of university education. The teacher's salary shall be adjusted effective the beginning of the month following submission of such evidence.

6. Years of Teacher Education

- 6.1** The evaluation of a teacher's education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.
- 6.2** Placement on the salary schedule shall be according to the number of years of teacher education at the first day of school of each school year, on commencement of employment or on February 1.
- 6.2.1** Until the teacher submits proof of teacher education for salary purposes, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.
- 6.3** Proof of teacher education or proof of having applied for same must be received by the Board within 45 calendar days of commencement of employment, the first day of school of each school year or February 1. Failure to submit proof or proof of application within the 45 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 acknowledgment as provided by the Teacher Qualifications Service or a copy of the receipt from Teacher Qualifications Service acknowledging receipt of the application.
- 7. Vocational Teachers**
- 7.1** A vocational teacher is a person offering instruction in any subject requiring teacher qualifications under the Technical and Vocational Training Agreement and its appendices.
- 7.2** The Board, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing the teacher on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that the teacher's placement shall not exceed the fifth step in the applicable category and provided that the Board will effect a minimum placement on the basis of one year of teaching experience for two years of related trade experience.
- 7.3** Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.
- 7.4** Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in the teacher's previous category placement.
- 8. Part-Time Teachers**
- 8.1** A part-time teacher shall mean a teacher employed under a contract of employment with the Board whose assignment is less than that of a full-time teacher.
- 8.2** Teachers employed on a part-time basis shall be paid on a prorata basis in the proportion that their teaching assignment bears to the teaching assignment of a full-time teacher at their school.
- 8.3** A part-time teacher shall be provided with preparation time and supervision duties approximately proportionate to the amount of time of a teacher in a full-time assignment at his or her school.

8.4 When a teacher on a part-time contract is required to participate in activities beyond the scope of his or her normal assignment, including professional development days, parent-teacher interviews and assigned teacher preparation days, the teacher will be compensated accordingly.

9. Substitute Teachers

9.1 A substitute teacher means a teacher employed on a day-to-day basis.

9.2 Effective September 1, 1995, payment for a day of substitute teaching shall be 70 percent of 1/200 of the minimum of category 4 on the salary grid, or, for 1/2 day or less of substitute teaching shall be 1/2 of the rate for a full day, inclusive of four percent vacation pay.

9.3 Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive school days shall be paid, effective the sixth consecutive school day, according to placement on the salary schedule subject to the terms of this agreement.

10. Salary Payment

10.1 Save and except substitute teachers, the Board shall pay each teacher 1/12 of the teacher's annual salary on or before the last teaching Friday of each calendar month from September through June and on or before the last banking Friday in July and August by way of electronic transfer of salary into each teacher's bank account.

10.2 The Board shall pay substitute teachers on or before the 10 day of the month following their service.

11. Assistant Principals

11.1 No teacher designated as assistant principal at the time of signing of this agreement shall have that designation terminated by reason of the Board's decision to eliminate the position, unless an alternate arrangement is recommended by the superintendent in consultation with the principal involved.

12.A. Sick Leave

12.A.1 During the first year of employment with the Board each teacher shall be granted 20 days of sick leave credits on the basis of two days per month. After completion of one year of employment with the Board a teacher shall be granted 90 calendar days of sick leave credits provided continuity of employment remains unbroken.

12.A.1.1 During the first year of employment should sick leave exceed the accumulated number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.

12.A.1.2 A teacher who, on the effective date of this agreement was credited with more than 90 days of sick leave credits, shall retain such credits subject to reductions arising out of claims made in accordance with the terms of this agreement until the sick leave credits of the teacher are reduced to 90 calendar days.

12.A.1.3 After one year of continuous service a teacher who returns to duty after absence due to illness shall be credited with 90 calendar days of sick leave credits.

- 12.A.1.3.1** Notwithstanding clause 12.A.1.3, a teacher upon returning to duty from a period of sick leave in excess of three consecutive teaching days but less than 91 consecutive calendar days will, if that teacher does not take any sick leave during the first 10 consecutive teaching days following return to duty, thereafter have their sick leave entitlement reinstated to 90 calendar days. If sick leave is taken during the first 10 consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.
- 12.A.1.4** Notwithstanding the foregoing, teachers in their first year of employment will be entitled to 90 calendar days of sick leave only in the event that a serious accident or serious illness results in a continuous absence in excess of 90 days.
- 12.A.2** If a 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 teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.
- 12.A.3** If a teacher 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, the teacher may be required to present a medical certificate to the superintendent of schools, or designate, upon the teacher's return to duty.
- 12.A.3.1** Notwithstanding clause 12.A.3, a teacher may be required to provide a medical certificate to the superintendent of schools, or designate, on the fourth consecutive day of absence from duty.
- 12.A.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 three consecutive teaching days or less may be required by the superintendent of schools or designate to present a signed medical statement giving the reason for such absence upon returning to duty.
- 12.A.5** The Board, at its expense, may require a medical examination by a medical practitioner of its choice.
- 12.A.6** Clause 12.A.1 notwithstanding, no teacher shall lose credit for days already accumulated beyond the limits set. Where excess sick leave has been used, the limits in clause 12.A.1 shall apply.
- 12.A.7** A teacher who meets the qualifying period for extended disability benefits under the Alberta School Employee Benefit Plan shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.
- 12.B** **Health Plan Benefits**
- 12.B.1** Effective September 1, 1995 the Board shall contribute 100 percent of teachers' premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Life and Accidental Death and Dismemberment Insurance, Schedule 2. All teachers on staff effective the 1973/74 school year and thereafter, as well as those who had previously joined the plan shall be members of ASEBP as a condition of employment.
- 12.B.2** Effective September 1, 1995 the Board shall contribute 100 percent of teachers' premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Health Care Benefits, Plan 1. All teachers on staff effective the 1978/79 school year and thereafter, shall be members of ASEBP-EHC as a condition of employment.

- 12.B.3** Effective September 1, 1995 the Board shall contribute 100 percent of teachers' premiums payable per month for Alberta Health Care.
- 12.B.4** Effective September 1, 1995 the Board shall contribute 100 percent of the premiums payable for the ASEBP Dental Care, Plan 3 for all participating employees.
- 12.B.5** Effective September 1, 1995 the Board shall contribute 100 percent of the premiums payable for the ASEBP Vision Care, Plan 1 for all participating employees.
- 12.B.6** Effective September 1, 1995 the teacher shall pay 100 percent of premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefits, Plan E. All teachers on staff effective the 1973/74 school year and thereafter, as well as those who had previously joined the plan, shall be members of the ASEBP as a condition of employment.
- 12.B.7** Effective March 1, 1998 the Board shall contribute to the payment of premium specified for all participating employees enrolled in the applicable group insurance plans as follows: Extended Health Care; Dental Care; Extended Disability Plan E; Vision Care; Life, Accidental Death and Dismemberment; Alberta Health Care.
- 12.B.8** Effective September 1, 1995, premiums paid by the Board will be contributed on a prorata basis for part-time teachers.
- 12.B.9** Notwithstanding clauses 12.B.2, 12.B.3, and 12.B.4:
- 12.B.9.1** A married couple employed by the Board shall contribute on a family basis on those health plans that the Board is contributing 75 percent or more of the premium.
- 12.B.9.2** Any teacher who has equivalent coverage provided through their spouse may be exempt from the condition of employment.
- 12.B.10** Payments made towards benefit plans by the Board shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.
- 13. Professional Improvement Leave**
- 13.1** Professional improvement leave shall mean a leave of absence granted by the Board at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.
- 13.2** To be eligible for professional improvement leave the teacher shall have served the Board for at least five years. The Board, however, may grant a professional improvement leave to a teacher regardless of years of service with the Board.
- 13.3** A teacher who is granted professional improvement leave shall give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher, for a period of at least two years after resuming the teacher's duties. Should a teacher fail to comply with this clause the teacher shall repay the allowance on a prorata basis.

- 13.4** All applications for professional improvement leave for a full year or for a semester shall be submitted to the Board by March 1 preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by the 31 of December preceding the session in respect of which the application is made.
- 13.5** The Board after reviewing the applications shall notify by April 1 following the deadline for application as to whether or not the applicant is granted professional improvement leave.
- 13.6** A teacher who is granted professional improvement leave for the year shall receive a salary for professional improvement leave payable in 10 equal installments on the last day of each month as follows: 70 percent of the teacher's position on the salary grid.
- 13.6.1** Professional improvement leave may be granted for spring classes at university. A teacher granted such leave shall receive as salary 20 percent of the annual professional improvement leave allowance in two equal monthly installments.
- 13.7** Prior to leave being granted, the Board and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.
- 14. Leave of Absence**
- 14.1** Leave for Bereavement and Critical Illness
- 14.1.1** Temporary leave of absence necessitated by critical illness or death of a spouse, parent or child shall be granted by the Board, with pay, for a time up to and including five days.
- 14.1.2** Temporary leave of absence necessitated by critical illness or death of a brother, sister, parents of spouse, brother-in-law or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent of spouse or a member of the teacher's household shall be granted by the Board, with pay, for a time up to and including three days. Additional compassionate leave, where required, may be granted upon application to the Board.
- 14.1.3** For purposes of clause 14.1, critical illness shall be determined by a certificate from a medical doctor if required by the Board.
- 14.1.4** Temporary leave of absence necessitated by death of an uncle, aunt, niece or nephew shall be granted by the Board, with pay less the cost of a sub, for a time up to and including one day. Additional compassionate leave, where required, may be granted upon application to the Board.
- 14.2** Leave for Negotiations and Association Business
- 14.2.1** Leave of absence for salary negotiations shall be granted to a maximum of three teachers of the Board without loss of salary provided that an amount equal to the salary of a substitute teacher as provided by clause 9.2 is paid by the Association to the Board for each day of such leave.
- 14.2.2** Where the Board grants leave for Association business, such leave shall be without loss of salary provided that an amount equal to the salary of a substitute teacher as provided in clause 9.2 is paid by the Association to the Board for each day of such leave.
- 14.3** Maternity Leave

- 14.3.1** A teacher who is pregnant shall be entitled to maternity leave for a minimum of 18 weeks.
- 14.3.2** Effective on the date of the signing of this contract, when a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall access sick leave under clause 12.A or the SUB plan under clauses 14.3.6 and 14.3.9 as follows:
- i) if the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for EDB.
 - ii) if the absence begins within the 10 week period before the estimated date of delivery, or on the date of delivery, the teacher shall access the SUB plan.
- 14.3.3** The maternity leave will begin at the discretion of the teacher. The teacher shall notify the Board of the anticipated date that the leave will commence. The teacher shall confirm this date at least two weeks prior to the commencement of the leave.
- The Board may request a statement from a physician indicating the approximate date of delivery. Two weeks prior to the intended date of return to work the teacher shall provide written confirmation to the Board of the intended date of return.
- 14.3.4** Maternity leave shall be without pay and without the employer's share of benefit premium contributions except for the portion covered by clause 12.A (sick leave) or the SUB plan.
- 14.3.5** On expiration of the maternity leave, the teacher will be returned to the same or comparable position as that held before the commencement of the leave.
- 14.3.6** The Board shall implement a supplementary unemployment benefit (SUB) plan. The benefit level paid under the plan shall be 100 percent of the employee's regular weekly earnings, calculated by multiplying the number of school days in the week by 1/200 of annual salary. The combined weekly rate of the employment insurance benefit and the SUB payment will not exceed 100 percent of the employee's regular weekly earnings.
- 14.3.7** The SUB will be paid for 13 weeks or for a period equal to the teacher's sick leave entitlement, whichever is less.
- 14.3.8** The teacher must prove that she is in receipt of employment insurance benefits in order to receive payment under the SUB.
- 14.3.9** The SUB is payable for a period during which an employee is not in receipt of employment insurance benefits if the only reason for non-receipt is that the claimant is serving the two week employment insurance waiting period.
- 14.3.10** The SUB plan can be accessed only for school days.
- 14.4** Adoption Leave
- 14.4.1** Teachers shall be granted leave without pay for the purpose of adoption under the following conditions:
- (a) The teacher shall advise the Board of the intent to adopt at the earliest possible date;
 - (b) The leave shall begin the week of the adoption;

(c) The leave shall terminate at the end of the time required by government regulations with the teacher returning to the position held at the commencement of the leave; and,

(d) The teacher shall notify the Board in writing of the intent to return to work at least 30 days prior to the completion of the leave.

14.5 Family Leave

14.5.1 Leave of absence without pay will be granted to either parent for periods of one, two or three full school years for the purpose of either parent wishing to maintain tenure with the Board during a time in which the parent may be required or desire to meet child rearing responsibilities. Such leave will be granted on the basis of annual renewals prior to May 15 and not to exceed two renewals.

14.5.2 Leaves granted under this clause are subject to the teacher being guaranteed a position on return to duty after the leave has expired. All reasonable effort will be made to return the teacher to the same school where he or she had been assigned prior to taking leave.

14.6 Part-time Leave

14.6.1 Any teacher employed on a full-time (1.0 FTE) continuous contract as of September 1, 1995 who agrees to employment on a part-time leave shall be given a part-time continuing contract for a period of one year and notwithstanding section 84(2) of the *School Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by mutual consent.

14.6.2 At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1, the teacher and the Board agree to renew the part-time leave arrangement, for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.

14.6.3 The teacher shall be returned to a mutually agreed on position or returned to the position held prior to the part-time leave assignment. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. Should the teacher continue in the part-time leave beyond one year, when returning to a full-time position shall be placed in a position commensurate with the teacher's experience and training.

14.7 Other Leaves of Absence

(a) Three days per school year leave shall be granted with full pay for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by clause 12.A.1 is reduced by a corresponding amount. Upon request of the Board, a medical certificate shall be provided in order to establish eligibility for benefits under this clause.

(b) (i) A maximum of one day per school year shall be granted for personal reasons provided that an amount equal to the salary of a substitute, as provided by clause 9.2, is forthcoming to the Board through payroll deductions or payment from other source.

(ii) The unused portion of personal leave shall accumulate to the credit of each teacher to a maximum of three days. If two or three days are to be taken on consecutive school days, it shall be at a time mutually agreeable to the principal and the teacher.

(c) Leave of absence without loss of salary shall be granted:

(i) for jury duty or any summons related thereto;

(ii) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body and further, provided that the teacher is not found guilty of any offense.

(d) Additional leaves of absence may be granted by the Board, with or without pay, at the discretion of the Board.

15. The School Year

15.1 No teacher will be required to render services for more than 200 days in any school year.

15.2 Those teachers designated as administrative or supervisory personnel will so organize their work that their school and/or functional responsibilities will be ready for operation on the opening day of school of each school year.

15.3 The Board shall provide a minimum of one hour per month for staff meetings during the regular school day.

16. Transfers

16.1 Voluntary Transfers

16.1.1 The Board will establish a procedure by which teachers may request transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

16.1.2 Teachers who wish to change grade and/or subject assignment and/or who desire a transfer to another school must file a written statement with the superintendent prior to March 31, annually. Such statement must include the subjects and/or grade levels desired and the school(s) to which the teacher seeks transfer.

16.2 Involuntary Transfers

16.2.1 Where the superintendent initiates a teacher's transfer to another school, the Board shall pay the reasonable moving expenses necessarily incurred as a result of such transfer provided that such transfer requires a change of residence.

17. Grievance 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 Alberta Teachers' 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 Such difference (hereinafter called "a grievance") shall first be submitted in writing to the secretary-treasurer of the Board and the chairman of the economic policy committee of the Aspen View Local ATA. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought and shall be submitted within 20 school days from the day the grievant first had knowledge of the incident giving rise to the grievance.

- 17.2.1** In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, the teacher shall refer in writing to the secretary-treasurer of the Board, who shall notify the grievance committee which shall be composed of two representatives of the Board and two representatives of The Alberta Teachers' Association. 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 except whereby 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.
- 17.3** If the grievance committee does not reach a unanimous or any decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice may be given within 10 days after the date of the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
- 17.3.1** Each 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 to make the necessary appointment.
- 17.3.2** The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 17.4** The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and 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.
- 17.4.1** The findings and decision of a majority 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.
- 17.5** The arbitration board shall give its decision not 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.
- 17.6** Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
- 17.7** All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 17.7.1** In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary actions within the time limits specified, the grievance shall be deemed to be at an end.

- 17.7.2** Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.
- 18. Probationary Period**
- 18.1** A teacher who does not have a permanent contract shall be notified by the Board 30 days prior to the end of the current school year as to whether or not the teacher will be offered a permanent contract.
- 19. Successors**
- 19.1** This agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 20. Management Rights**
- 20.1** The Board retains all rights of management limited only by the express terms of this agreement.
- 21. Teacher Board Advisory Committee**
- 21.1** The Board and The Alberta Teachers' Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administrators.
- 21.2** The parties hereby agree that there shall be constituted a teacher board advisory committee in the Board's jurisdiction for the purpose of considering matters of concern related to school affairs including proposed educational policy changes and changes in conditions of professional service and communicating thereon the views of the respective parties.
- 21.3** The teacher board advisory committee shall consist of authorized representatives of teachers, elected Board members and their appointees.
- 21.4** This committee shall meet initially within the first three months of the school year. Further meetings shall be upon the request of either party.