

## Aspen View Regional Division No 19

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 "Employer") 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 Employer; 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 Employer who as a condition of employment must possess a valid teaching certificate issued under the authority of Alberta Education, 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
- (c) chief deputy superintendent
- (d) director of student services
- (e) director of instructional services.

### 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, 2003 to August 31, 2006.

**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.

**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

**3.1** The Employer 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 Employer.

**3.3** The salary schedule as follows shall be effective:

September 1, 2003 - August 31, 2004

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0	27,386	31,486	35,137	43,585	46,080	49,013
1/2	29,132	33,001	36,880	46,212	48,872	51,811
3	30,885	34,512	38,631	48,833	51,667	54,616
4	32,636	36,027	40,377	51,460	54,466	57,410

5	34,380	37,540	42,132	54,082	57,259	60,215
6	36,132	39,049	43,879	57,058	60,055	63,020
7	37,880	40,568	45,630	60,028	62,849	65,816
8	39,632	42,078	47,377	63,006	65,644	68,617
9	39,632	43,591	49,130	65,979	68,445	71,417
10	39,632	45,104	50,878	68,948	71,236	74,218

September 1, 2004 – February 28, 2005

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0	27,934	32,116	35,840	44,457	47,002	49,993
1	29,715	33,661	37,618	47,136	49,849	52,847
2/3	31,503	35,202	39,404	49,810	52,700	55,708
4	33,289	36,748	41,185	52,489	55,555	58,558
5	35,068	38,291	42,975	55,164	58,404	61,419
6	36,855	39,830	44,757	58,199	61,256	64,280
7	38,638	41,379	46,543	61,229	64,106	67,132
8	40,425	42,920	48,325	64,266	66,957	69,989
9	40,425	44,463	50,113	67,299	69,814	72,845
10	40,425	46,006	51,896	70,327	72,661	75,702

March 1, 2005 – August 31, 2005

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0	28,074	32,277	36,019	44,679	47,237	50,243
1	29,864	33,829	37,806	47,372	50,098	53,111
2/3	31,661	35,378	39,601	50,059	52,964	55,987
4	33,455	36,932	41,391	52,751	55,833	58,851
5	35,243	38,482	43,190	55,440	58,696	61,726
6	37,039	40,029	44,981	58,490	61,562	64,601
7	38,831	41,586	46,776	61,535	64,427	67,468
8	40,627	43,135	48,567	64,587	67,292	70,339
9	40,627	44,685	50,364	67,635	70,163	73,209
10	40,627	46,236	52,155	70,679	73,024	76,081

September 1, 2005 – February 28, 2006

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0	28,635	32,923	36,739	45,573	48,182	51,248
1	30,461	34,506	38,562	48,319	51,100	54,173
2	32,294	36,086	40,393	51,060	54,023	57,107
3/4	34,124	37,671	42,219	53,806	56,950	60,028
5	35,948	39,252	44,054	56,549	59,870	62,961
6	37,780	40,830	45,881	59,660	62,793	65,893
7	39,608	42,418	47,712	62,766	65,716	68,817
8	41,440	43,998	49,538	65,879	68,638	71,746
9	41,440	45,579	51,371	68,988	71,566	74,673
10	41,440	47,161	53,198	72,093	74,484	77,603

March 1, 2006 – August 31, 2006

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six

0	28,778	33,088	36,923	45,801	48,423	51,504
1	30,613	34,679	38,755	48,561	51,356	54,444
2	32,455	36,266	40,595	51,315	54,293	57,393
3/4	34,295	37,859	42,430	54,075	57,235	60,328
5	36,128	39,448	44,274	56,832	60,169	63,276
6	37,969	41,034	46,110	59,958	63,107	66,222
7	39,806	42,630	47,951	63,080	66,045	69,161
8	41,647	44,218	49,786	66,208	68,981	72,105
9	41,647	45,807	51,628	69,333	71,924	75,046
10	41,647	47,397	53,464	72,453	74,856	77,991

#### **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, 2003

0-100 pupils	\$99.09 per pupil
101-200 pupils	\$29.14 per pupil
201-300 pupils	\$17.49 per pupil
301+ pupils	\$16.32 per pupil

September 1, 2004

0-100 pupils	\$101.07 per pupil
101-200 pupils	\$29.72 per pupil
201-300 pupils	\$17.84 per pupil
301+ pupils	\$16.65 per pupil

March 1, 2005

0-100 pupils	\$101.57 per pupil
101-200 pupils	\$29.87 per pupil
201-300 pupils	\$17.92 per pupil
301+ pupils	\$16.73 per pupil

September 1, 2005

0-100 pupils	\$103.61 per pupil
101-200 pupils	\$30.47 per pupil
201-300 pupils	\$18.29 per pupil
301+ pupils	\$17.06 per pupil

March 1, 2006

0-100 pupils	\$104.13 per pupil
101-200 pupils	\$30.62 per pupil
201-300 pupils	\$18.37 per pupil
301+ pupils	\$17.15 per pupil

##### **4.2 Kilometrage**

**4.2.1** Except where a teacher agrees otherwise, a teacher authorized or assigned by the Employer 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 Employer.

##### **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 per cent 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 Employer 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 Employer 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 at the rate of 1/200 of the principal's allowance 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 per cent of 1/200 of that principal's allowance 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 97 of the *School Act*.

**5.2** Such teaching experience must be earned within consecutive years commencing September 1, 1995 with the Employer. 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 Employer is counted as if it had been teaching experience in schools under the Employer'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 Employer 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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer 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** Payment for a day of substitute teaching shall be 70 per cent 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 per cent 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 Employer 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 Employer 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 Employer'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 Employer 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 Employer 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 Employer, 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** The Employer shall contribute 100 per cent 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 shall be members of ASEBP as a condition of employment.

**12.B.2** The Employer shall contribute 100 per cent 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 shall be members of ASEBP-EHC as a condition of employment.

**12.B.3** The teacher shall pay 80 per cent and the Employer shall pay 20 per cent of the premium payable per month for Alberta Health Care.

**12.B.4** The Employer shall contribute 100 per cent of the premiums payable for the ASEBP Dental Care, Plan 3 for all participating employees.

**12.B.5** The Employer shall contribute 100 per cent of the premiums payable for the ASEBP Vision Care, Plan 1 for all participating employees.

**12.B.6** The Employer shall pay 100 per cent of premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefits, Plan D.

**12.B.7** The Employer shall apply its share of premiums specified for all participating teachers enrolled in the applicable group insurance plans in the following order: Extended Health Care; Dental Care; Extended Disability Plan D; Vision Care; Life, Accidental Death and Dismemberment; Alberta Health Care.

**12.B.8** Premiums paid by the Employer will be contributed on a prorata basis for part-time teachers unless premiums are dependent on salary.

**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 Employer shall contribute on a family basis on those health plans that the Employer is contributing 75 per cent 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 Employer shall permit the Employer 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.

**12.B.11** The Employer will establish for each teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. Effective June 1, 2005, the Employer will contribute annually an amount of \$500 for each FTE teacher. This contribution shall be prorated for teachers employed less than full-time with the Employer. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the Employer will forfeit any remaining balance.

### **13. Professional Improvement Leave**

**13.1** Professional improvement leave shall mean a leave of absence granted by the Employer 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 Employer for at least five years. The Employer, however, may grant a professional improvement leave to a teacher regardless of years of service with the Employer.

**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 Employer 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 Employer 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 Employer 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 per cent of the teacher's pay.

**13.6.1** Professional improvement leave may be granted for spring classes at university. A teacher granted such leave shall receive as salary 20 per cent of the annual professional improvement leave allowance in two equal monthly installments.

**13.7** Prior to leave being granted, the Employer 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 Employer, with pay and benefits, 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 Employer, with pay and benefits, for a time up to and including three days. Additional compassionate leave, where required, may be granted upon application to the Employer.

**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 Employer.

**14.1.4** Temporary leave of absence necessitated by death of an uncle, aunt, niece or nephew shall be granted by the Employer, with pay and benefits 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 Employer.

##### **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 Employer without loss of salary or benefits 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 Employer for each day of such leave.

**14.2.2** Where the Employer grants leave for Association business, such leave shall be without loss of salary or benefits 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 Employer for each day of such leave.

##### **14.3 Maternity Leave**

**14.3.1** A teacher who is pregnant shall be entitled to maternity leave to a minimum of 18 weeks which shall be granted as special below:

**14.3.2** Effective on the date of the signing of this contract, when a teacher is unable to attend work for medical reasons associated with her pregnancy, the teacher shall be eligible for one of the following options:

a) if the absence begins prior to 10 or more weeks before the estimated date of delivery and



continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for EDB.

b) if the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose either (i) or (ii) below. Such choice will apply until the teacher returns to work following delivery and will be irrevocable.

i) access the ESP for health related portion of the maternity leave as in clause 14.3.7 or

ii) access sick leave as specified in clause 12.A

**14.3.3** The maternity leave shall begin at the discretion of the teacher. The teacher shall notify the Employer of the anticipated date that the leave will commence. The teacher shall confirm this date at least four weeks prior to the commencement of the leave.

**14.3.4** The Employer may request a statement from a physician indicating the approximate date of delivery. Four weeks prior to the intended date of return to work the teacher shall provide written confirmation to the Employer of the intended return date.

**14.3.5** 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 ESP.

**14.3.6** On expiry of the maternity leave, the teacher will be returned to the same or comparable position as that held before the commencement of the leave.

**14.3.7** The Employer shall implement an Earning Stabilization Plan (ESP). The benefit level paid under the plan shall be 100 per cent 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 ESP payment will not exceed 100 per cent of the employee's regular weekly earnings.

**14.3.8** The ESP will be paid for 13 weeks or for a period equal to the teacher's sick leave entitlement, whichever is less.

**14.3.9** The teacher must prove that she is in receipt of employment insurance benefits in order to receive payment under the ESP.

**14.3.10** The ESP 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.

**14.3.11** The ESP can be accessed only for school days.

#### **14.4 Adoption/Parental Leave**

**14.4.1** Teachers shall be granted adoption/parental leave without pay.

**14.4.2** The teacher shall provide the Employer with six weeks written notice of the teacher's intent to commence parental/adoption leave. In the case of adoption such notice will be given at the earliest possible date.

**14.4.3** Adoption/parental leave will be for a maximum of 37 weeks and will be completed within 52 weeks of the child's birth or placement in the case of adoption.

**14.4.4** The teacher will be returned to the same or comparable position as that held before the commencement of the leave.

**14.4.5** The teacher shall notify the Employer in writing of the intent to return to work at least 30 days prior to the end of the leave.

#### **14.5 Family Leave**

**14.5.1** Leave of absence without pay or benefits 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 Employer 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 103(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 Employer 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 and benefits 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 Employer, 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 Employer 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 Employer 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 Employer, with or without pay, at the discretion of the Employer.

#### **14.8 Paternity Leave**

One day of leave shall be granted with full pay for the birth of their child.

#### **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 Employer 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 Employer will establish a procedure by which teachers may request transfer to another school. The procedure must be posted in each school in an appropriate location.

**16.1.2** Teachers 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 Employer 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 Employer or in a proper case between the Local of The Alberta Teachers' Association and the Employer 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 1—The teacher shall make an effort to resolve the difference informally and inform the secretary-treasurer of the Employer and the chairman of the economic policy committee of the Aspen View Local ATA, within 20 instructional days from the time the teacher first had knowledge of the difference. If the teacher is not satisfied, they may proceed to Step 2.

**17.2.1** Step 2—In the event the difference is not settled within 30 instructional days from the time the teacher first had knowledge of the difference, then on or before a further five instructional days the teacher shall submit the difference in writing to the superintendent or designate and the chairman of the economic policy committee of the Aspen View Local ATA. The written submission shall set out the article or articles of this collective agreement which are alleged to have been violated and the remedy being sought. If the difference is not settled within 10 instructional days of the written submission, the teacher may proceed to Step 3.

**17.2.2** Step 3—In the event the difference is not settled, the teacher may request, within 10 instructional days, that a working committee of two ATA local representatives and two Employer representatives be established to resolve the difference within 15 instructional days following receipt of the request to establish the working committee. If the working committee reaches a unanimous decision as to the disposition of the difference, that decision shall be final and binding. If the difference is not settled the teacher may proceed to Step 4.

**17.2.3** Step 4—In the event the difference is not settled the teacher may request, within 10 instructional days of the decision of the working committee, that the Employer (excluding the representatives from the working committee) conduct a hearing. The Employer shall render a decision within 10 instructional days following receipt of the request from the teacher.

**17.3** If the decision of the Employer does not resolve the grievance, then either party may, by written notice served on the other party, require the establishment of an arbitration board as herein provided. Such notice may be given within 10 days after the aforesaid 10 day limit expires or the date the Employer renders its 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 Employer 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 Employer retains all rights of management limited only by the express terms of this agreement.

#### **21. Teacher Board Advisory Committee**

**21.1** The Employer 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 Employer'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.

#### **22. Subrogation**

**22.1** If a teacher receives sick leave benefits because the teacher was injured through the fault of another party, the Employer has subrogation rights. The teacher may make a claim to recover the amount of these benefits from the other party. Depending upon the amount of the claim for sick leave benefits, the teacher may be obligated to reimburse the Employer for any benefits which have been or will be paid by the Employer.

#### **LETTER OF UNDERSTANDING**

A teacher who is employed to provide instruction in credit courses for the Employer's summer school shall be paid effective the date of ratification a base hourly rate of \$50, and effective January 1, 2006, a base hourly rate of \$51.25, inclusive of general holiday and vacation pay.