

Black Gold Regional Division No 18 (2007 - 2012)

This agreement made in duplicate this 7 day of February AD, 2008 pursuant to the *School Act* and the *Labour Relations Code*.

Between the Board of Trustees of Black Gold Regional Division No 18 of the first part and the Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta, hereinafter called the "Association," of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Board of Trustees of Black Gold Regional Division No 18 and

Whereas the parties have set these matters forth in the agreement to govern the terms of employment of the said teachers.

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

1. Agreement Application

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, herein collectively called the teachers, or, where the context requires, teacher, except those designated as:

- (a) superintendent
- (b) associate (deputy) superintendent
- (c) associate superintendent
- (d) division technology administrator.

2. Term of Agreement

Unless otherwise specifically provided for, this collective agreement takes effect on the first of the month following ratification by both parties and remains in effect until August 31, 2012. Either party may give to the other, not less than 60 days nor more than 150 days prior to the termination of the agreement, a notice in writing of its intent to commence collective bargaining. Within 30 days of either party serving notice, a mutual exchange of proposals will occur.

3. Salary Schedule

3.1 The Board shall pay all teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.

3.2 One month's salary shall be 1/12 part of the annual salary at the rate in effect that month

3.3 The amount of university education of a teacher and the years of teaching experience hereinafter computed shall determine the annual rate of salary to be paid to each teacher employed by the Board. The following salary grid states the salary rates assigned to each year of recognized teaching experience and teacher education as determined by the Teacher Salary Qualifications Board (TSQB).

3.4 Grid

3 per cent increase September 1, 2007

Years of teaching experience	Years of University Education		
		Five	Six
0	51,580	54,368	57,570
1	54,462	57,249	60,452
2	57,341	60,136	63,340
3	60,219	63,018	66,224
4	63,101	65,900	69,107
5	65,979	68,789	71,993
6	65,979	68,789	71,993
7	65,979	68,789	71,993
8	68,857	71,672	74,876
9	71,737	74,557	77,760
10	74,620	77,440	80,645
11	77,489	80,317	83,527

1-Sept-08	
Exp	Years of University Education

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Placement	4	5	6
0		0 years	
1		1 year	
2		2 years	
3		3 years	
4		4 years	
5		5 years	
B		6 & 7 & 8 years	
9		9 years	
10		10 years	
11		11 years or more	

1-Sept-09			
Exp	Years of University Education		
Placement	4	5	6
	Teaching Experience		
0		0 years	
1		1 year	
2		2 years	
3		3 years	
4		4 years	
5		5 years	
6		6 years	
B		7 & 8 & 9 years	
10		10 years	
11		11 years or more	

1-Sept-10			
Exp	Years of University Education		
Placement	4	5	6
	Teaching Experience		
0		0 years	
1		1 year	
2		2 years	
3		3 years	
4		4 years	
5		5 years	
6		6 years	
7		7 years	
B		8 & 9 & 10 years	
11		11 years or more	

1-Sept-11			
Exp	Years of University Education		
Placement	4	5	6
	Teaching Experience		
0		0 years	
1		1 year	
2		2 years	
3		3 years	
4		4 years	
5		5 years	
6		6 years	
7		7 years	
8		8 years	
		9 years	

Commencing September 2008, for the term of this agreement, this clause will be adjusted annually in accordance with Appendix A of this agreement.

4. Additional Allowances

4.1 In addition to the foregoing salary a teacher so assigned shall be paid additional allowances in accordance with the following schedule:

4.1.1 Principal's Allowance

(a) 19 per cent of maximum at four years teacher education on the salary grid in article 3.4 plus (22 per cent of maximum at four years teacher education on the salary grid divided by 1000) per enrolled student in excess of 100 students, to a maximum allowance of 41 per cent of maximum at four years teacher education on the salary grid.

(b) No principal or assistant principal shall have his allowance reduced by reason of implementation of clause 4.1.1 unless the number of students is reduced, in which case the allowance shall be reduced accordingly.

(c) Teachers of One-room School—Teachers of one room schools shall receive an allowance as designated for an Administration Coordinator (clause 4.1.4).

(d) Principal, Alternative Education— Allowance based on enrollment of 200 students.

(e) Where early child services is a part of the regular school program, pupils of such program shall be counted as 6/10 of a pupil for determining allowances.

4.1.2 Assistant **Principal/Vice-Principal's** Allowance

4.1.2.1 Each assistant **principal/vice-principal** shall receive an allowance at a rate equivalent to 1/2 the allowance paid to the principal under this clause.

4.1.3 Director

(a) A teacher designated by the Board to be a director will receive an annual allowance equal to 35 per cent of the annual salary at maximum and four years teacher education on the salary grid in article 3.4.

The director shall work a 12 month year, according to the schedule for central office staff as defined by the Black Gold Regional Schools Administrative Handbook, and shall be entitled to an annual vacation of 30 working days. The dates of the annual vacation shall be as mutually agreed between the superintendent and the director.

(b) In the event that the position of director is abolished, the director shall be offered an alternate position in the division. If the salary for the alternate position is less than that of director, salary and benefits will be maintained at the existing level for a period of 12 months after the redesignation or until the end of the director's term of appointment, whichever period of time is less. Following this period of time, salary and benefits shall be determined by the alternate position.

4.1.4 Instructional **Consultants/Psychologists** and Coordinators

4.1.4.1 Instructional Consultants/Psychologists – System Based

a) Instructional Consultants/Psychologists on a 10 month work year will receive an annual allowance equal to 16 per cent of the annual salary at maximum and four years teacher education on the salary grid in article 3.4.

b) By mutual consent, Instructional Consultants/Psychologists who accept a 12 month work year, according to the schedule for Central Office staff as defined by the Black Gold Regional Schools Administrative Handbook, shall be entitled to an annual vacation of 30 working days and shall receive an annual allowance equal to 22 per cent of the annual salary at maximum and four years teacher education on the salary grid in article 3.4. The dates of the annual vacation shall be as mutually agreed between the superintendent and the Instructional Consultants/Psychologists.

4.1.4.2 Coordinators – School Based

Administration Coordinators will receive an annual allowance equal to 6 per cent of the annual salary at maximum and four years teacher education on the salary grid in article 3.4.

Coordinator – Division Based

Division Coordinators will receive an annual allowance equal to 12 per cent of the salary at maximum of four years teacher education on the salary grid in Article 3.4.

4.1.4.3 Subject Area Coordinators

Subject Area Coordinators will receive an annual allowance equal to 3.7 per cent of the annual salary at maximum and four years teacher education on the salary grid in article 3.4.

4.1.5 Allowances shall be paid monthly at a rate equal to 1/12 of the annual allowance

4.1.6 Payment of full amounts for administration shall commence on the effective date of appointment. In the case of a new school, the administrative allowance for the time between the appointment of the principal and the effective date of school opening shall be subject to negotiations between the principal and the Board. (Effective date of school opening means the day the students arrive at school.)

4.1.7 Student count for the purposes of calculating administrative allowances shall be that count as of September 30 with the adjustment date of January 1 of the next succeeding calendar year. No student shall be counted more than once for the purpose of calculating administrative allowances.

4.1.8 In the absence of the principal and the assistant principal or where there is no assistant principal, a teacher shall be designated as acting principal.

4.1.9 Where an assistant principal or administrative coordinator acts in place of a principal for more than five consecutive school days, he shall receive an allowance equivalent to that of the principal's allowance for such excess period. Such designation shall terminate upon the principal's return to duty or upon the appointment of a new principal.

4.1.9.1 In a school where there is no assistant principal or administrative coordinator, a teacher shall be temporarily designated to act as principal in the absence of the principal and the teacher shall receive an allowance equivalent to 50 per cent of the principal's allowance after the fifth consecutive school day of the principal's absence.

4.1.10 A teacher authorized or assigned on a regular basis by the Board to travel by automobile in the performance of the teacher's regular duties shall be reimbursed at the kilometrage rate established for trustees by the Board.

4.1.11 Any teacher required to work during a normal vacation period shall be notified in writing by the superintendent. The teacher will be granted equivalent leave with pay at a date that is satisfactory to both the teacher and the principal within six months of the time worked.

4.1.12 A teacher who agrees to provide temporary/part-time instruction within the Board's Alternative Education Programs or who renders professional service during any vacation period at the request of the superintendent, shall be paid 1/200 of the teacher's total annual salary for each full day of such work. Where instruction is provided on a part-day basis, the applicable salary will be based on cumulative instructional hours assigned divided by seven instructional hours per full day. All other benefits prescribed in this collective agreement remain in effect, to the maximum of one full-time equivalent per teacher.

4.1.13 Teachers appointed to a position which carries a designation shall, after the initial year of appointment, have the appointment confirmed as continuing unless the Board can show just cause to terminate the designation or the position is eliminated. In the event that a designated position is eliminated, the guidelines respecting placement and transfers prescribed in Black Gold Regional Division No 18 Policy GCPA will apply to the designation.

4.2 Vocational Teachers

4.2.1 A vocational teacher is a person offering instruction in any subject requiring teacher qualifications under the technical and vocational training agreement and its appendices.

4.2.2 The Board, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing him on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that his placement shall not exceed the maximum 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.

5. Teaching Experience

5.1 A year of teaching experience shall be earned by providing service with a Board for at least 125 school days. Such teaching experience may be earned within four consecutive years with a Board. When a year of teaching experience has been earned, the teacher shall not begin to earn credit towards another year of teaching experience until the commencement of another school year or January 1, whichever occurs first. Substitute teaching shall not be considered as teaching experience.

For the purpose of this section "a Board" shall mean a Board as defined by the *School Act*, as amended provided that, at the sole discretion of the Board, for teachers hired after the effective date of this agreement, the Board may recognize teaching experience with a Board other than a Board as so defined in such Act.

5.2 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.

5.2.1 The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year and on January 1 of each year.

5.3 Subject to 4.2.2, no teacher shall receive increments for teaching experience gained while he was not holding a valid teaching certificate.

5.4 The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Board. Satisfactory evidence shall be deemed to be documentation from Boards which employed the teacher. Until 45 calendar days have elapsed from the effective date of the contract or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed by him. If after the 45 calendar days satisfactory evidence is not submitted, the teacher shall be paid for zero years of teaching experience and will only have his pay level readjusted effective the beginning of the month following the submission of satisfactory evidence of teaching experience.

In the event the experience claimed is not verified, retroactive adjustments will be made back to the effective date of the contract.

5.5 Notwithstanding clause 5.4, if proof of written attempts to secure satisfactory evidence of teaching experience is supplied within 45 days, years of experience shall continue to be paid as claimed by a teacher for a maximum of 100 days.

6. University Education

6.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications showing years of training issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by memorandum of agreement among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 23, 1967.

6.2 The adjustment date for changes in salary relating to years of university education shall be the commencement of the school year and January 1 of each year.

6.3 Each teacher claiming additional university education and each teacher commencing employment with the Board, within 45 days of above mentioned dates or from the date of commencement of duties shall submit a statement of qualifications to be issued by the Teacher Qualifications Service of the Association. Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or to the minimum salary rate set forth in this agreement.

6.3.1 If proof of application for the statement of qualifications is supplied within 45 days, the university education shall be paid retroactively according to clause 6.2.

6.3.2 If proof of application for the statement of qualifications is not supplied within 45 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

7. Part-time Teachers

7.1 Part-time teachers shall be eligible for salary, allowances, benefits and personal leave days set forth in this agreement on a prorata basis in the proportion that their contract amount (including preparation time) bears to a full-time contract amount.

7.2 A teacher on continuing full-time contract who voluntarily accepts a part-time position;

(a) will be given a part-time continuing contract for a specified period.
(b) at the end of the specified period or any other agreed-upon period, will be reinstated in a full-time position with continuing full-time contract status.

7.3 Part-time continuous contracts shall normally continue from year to year at the same level of duties unless the Board and the teacher agree to a change.

8. Substitute Teachers

8.1 A substitute teacher is a teacher employed on a day-to-day or part-day basis where a contract of employment is not in effect.

8.2 Payment for substitute teachers shall be effective September 1, 2007 \$167 per day including four per cent vacation pay.

Commencing September 2008, for the term of this agreement, this clause will be adjusted annually in accordance with Appendix A of this agreement.

Payment for part-days shall be prorated but in no case shall payment be for less than one-half day.

8.3 Payment will be made at the daily rate for the first three consecutive school days. On the fourth and subsequent days in the same school where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.

8.4 In order for a substitute to qualify for payment as per clause 8.3, sufficient proof of qualifications will have to be supplied as per clauses 5 and 6 for proper placement on the salary grid.

9. Sick Leave and Group Insurance

9.1 When enrolment is satisfactory to the insurers, the Board will make available the Alberta School Employee Benefit Plan, which provides Life Insurance, Accidental Death and Dismemberment, Extended Disability Benefits, Extended Health Care, Vision Care and Dental Care.

9.1.2 Subject to the provisions of the master policies, all teachers appointed to the staff of the Board participating in the Alberta School Employee Benefit Plan after the signing of this collective agreement shall be required to enroll in Life Insurance Plan 2A, Accidental Death and Dismemberment Plan 2A, Extended Disability Benefits Plan D of the Alberta School Employee Benefit Plan

9.1.3 The Board shall pay 90 per cent toward the premiums for Life Insurance Plan 2A, Accidental Death and Dismemberment Plan 2A and Extended Disability Benefits Plan D, of the Alberta School Employee Benefit Plan Effective September 1, 2009 the Board shall pay 92 per cent toward the premiums.

9.1.4 The Board shall pay 90 per cent of the premiums payable for the Extended Health Care Plan 1 of the Alberta School Employee Benefit Plan. Effective September 1, 2009 the board shall pay 92 per cent toward the premiums.

9.1.5 The Board shall pay 90 per cent of the premiums payable for the Alberta Health Care Plan. Effective September 1, 2009 the board shall pay 92 per cent toward the premiums.

9.1.6 The Board shall pay 90 per cent of the premiums payable for Dental Care Plan 3 of the Alberta School Employee Benefit Plan. Effective September 1, 2009 the board shall pay 92 per cent toward the premiums.

9.1.7 The Board shall pay 90 per cent of the premiums payable for Vision Care, Plan 3, of the Alberta School Employee Benefit Plan. Effective September 1, 2009 the board shall pay 92 per cent toward the premiums.

9.2 Sick leave, with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:

- (a) After two years of service – 90 calendar days.
- (b) **Less** than two years of service – the unused portion of statutory sick leave.

9.2.1 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his return to full-time duty, he shall be entitled to sick leave under the provisions of clause 9.2.

9.2.2 After 90 calendar days of continuous absence due to disability the ASEBP will take effect.

9.2.3 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive sick pay benefits as provided for elsewhere in this contract.

9.2.4 Teachers on professional development leave, the voluntary portion of a maternity leave or any other voluntary leave in excess of 30 calendar days shall be solely responsible for any costs or premiums relating to any benefit plans the teacher participates in under this collective agreement for the duration of the leave.

9.3 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, shall be required to present to the principal a medical certificate within 14 calendar days from the commencement of the absence. The certificate must include the date on which the treatment, accident, disability or sickness occurred, the reason why the treatment, accident, disability or sickness restricts the teacher from performing his/her teaching duties and the likely extent of the period of absence.

9.3.1 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident or sickness for a period of three consecutive teaching days or **less** shall be required to present to the principal a signed statement giving the reason for such absence immediately upon return to teaching duties.

9.3.2 In the case of any request for prolonged sick leave with pay, the Board may require, at its expense, a certificate from a medical or dental practitioner designated by the Board

9.3.3 The Board may require any teacher employed by it to undergo a medical examination by a physician named or approved by the Board

9.3.4 When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the Board to provide medical evidence, satisfactory to the Board, stating that the teacher is fit to perform all regular duties on a continuous basis.

9.4 Effective January 1, 1979, payments made towards benefit plans by the Board shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Human Resources Development Canada Regulations.

9.5 The Board will establish a Health Spending Account (HSA), which adheres to Revenue Canada Agency (CRA) requirements, by making monthly contributions based on the FTE assignment for each teacher covered by a probationary, temporary or permanent contract covering a minimum period of 100 instructional days. The annual contribution by the Board for a full time teacher will be \$500. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

10. Professional Improvement Leave

10.1 Professional improvement leave to a maximum of \$34,000 plus the employer contribution to the benefit plans set forth in 9.1.3, 9.1.4, 9.1.5 and 9.1.6 may be granted by the Board for the following reasons:

10.1.1 At the discretion of the Board the equivalent amount of money designated in clause 10.1 may be allocated to one or more teachers to attend a course, seminar or other educational pursuits to advance skill or professional expertise in specified areas.

10.1.2 The Board may grant professional improvement leave for a period of less than one year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 10.1 calculated in the ratio that the period of approved leave bears to the school term. Allowances shall be paid in equal monthly instalments over the period of leave.

10.1.3 Any unused portion of the annual professional improvement leave will be allowed to accumulate to the following year to a maximum of double the annual amount.

10.2 A teacher who is granted professional improvement leave shall give by April 30 an undertaking in writing to return to the teaching staff following the expiration of this leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher for a period as follows:

- (a) one year for leaves of six months or less
- (b) two years for leaves exceeding six months

10.2.1 Should a teacher fail to return to teaching duties or should he resign before completing his commitment following the professional improvement leave, he shall repay the amount received calculated on a prorata basis for partial fulfillment of commitment.

10.3 All applications for professional improvement leave shall be submitted to the Board by February 1 for leaves from September to December of the following school year and by September 1 for professional improvement leaves that occur any other time during the remainder of the following school year.

10.4 The Board, after having the applications reviewed by a committee consisting of one teacher, one Board member and the superintendent, shall determine, not later than April 1 for February 1 application deadlines and not later than November 1 for September 1 application deadlines, the number of persons if any, to be granted professional improvement leave.

10.5 No experience increment shall be allowed for the year or portion thereof of professional improvement leave.

10.6 A teacher who is granted professional improvement leave shall be entitled to return to a teaching position which has been mutually agreed upon prior to the granting of such leave.

10.7 Short term professional improvement monies in the amount of \$30,000 will be made available. Any unused portion of these monies will be allowed to accumulate to the following year to a maximum of double the annual amount (\$60,000).

11. Leave of Absence

11.1 Leave necessitated by critical illness or death of a spouse, child, step-child, parent, step-parent, guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse and other close family member residing within the teacher's household shall be granted with full salary by the Board as follows:

11.1.1 Up to and including five teaching days for critical illness;

11.1.2 Up to and including five teaching days for death.

11.1.3 Those days referred to in clauses 11.1.1 and 11.1.2 may be extended at the discretion of the Board should additional time be required.

11.1.4 Leave with pay up to one day per school year may be granted by the Board for the purpose of attending the funeral of a close friend other than those referred to in clause 11.1.

11.1.5 Leave with pay up to one day per school year to attend to the medical needs of a teacher's parent, spouse or child, such leave to be supported by a medical certificate from a medical practitioner.

11.1.6 Before payment is made under clause 11.1, the Board may require a medical certificate stating that critical illness was the reason for the absence

11.2 A teacher is entitled to leave of absence with pay for one day of each of the teacher's own convocation and to write an examination related to the teacher's academic studies provided that convocation or the day of the examination falls on a school day.

11.3 A teacher is entitled to three days of absence for personal reasons available with pay, and a teacher covered in Clause 4.1.1, 4.1.2.1 and 4.1.4.2 will be eligible for one additional day of absence for personal reasons, provided he notifies the superintendent or his designate in advance and pays the cost of a substitute for the day(s) he was absent, as determined by Clause 8.2 and Clause 8.3. A teacher may carry forward personal leave days with a maximum of four personal days available in any given school year.

11.3.1 Additional leaves of absence may be granted by the Board with or without pay for reasonable cause.

11.4 Leave of absence for salary negotiations shall be granted to three members of the negotiating subcommittee of the Alberta Teachers' Association, along with one member as a recording secretary without loss of salary provided, however, the Board shall be reimbursed by the Alberta Teachers' Association for the cost of substitute, where necessary, for each member for each day of such leave.

11.5 A teacher who, despite reasonable effort, is unable to travel to his school from his usual place of residence because of (a) inclement weather, (b) impassable road conditions or (c) the failure of transportation facilities other than his own, is entitled to his salary for the periods of absence so occasioned.

11.6 A teacher absent on unpaid leave in excess of 30 calendar days shall cease to accrue and shall not be eligible to utilize benefits under this agreement such as sick leave and the employer contributions to group and health insurance plans. Where eligible the employee may prepay the total contribution towards any benefit plans in order to maintain coverage during the period of such leave.

11.7 Jury Duty--Leave of absence without loss of salary shall be granted

(a) for jury duty or any summons related thereto

(b) to answer a subpoena or summons to act 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.

12. Maternity Leave

12.1 Teachers are entitled to maternity leave without pay and employer contribution to benefits, except as provided for in 12.3, for a period not exceeding 52 weeks.

12.2 When possible, a teacher will notify the Board of her leave requirements six weeks in advance of the first day of the leave. Such notice shall be accompanied by a medical certificate specifying the anticipated date of birth. The teacher shall provide at least four weeks written notice of the date on which the teacher intends to resume work.

12.3 The Board will register and implement a registered supplementary unemployment benefits plan which shall provide a teacher the maximum salary allowable (95 per cent) under the SUB plan and the employer contributions to benefits during the health-related portion of the maternity leave.

12.4 A teacher absent from her teaching duties during a maternity leave for a health-related reason must submit a valid medical certificate indicating that the teacher is unable to perform her regular duties.

12.5 Teachers returning to work from leave taken under article/clause 12 shall be reinstated to the same position held prior to taking the leave or to a mutually agreed upon alternate position.

12.6 Notwithstanding the above, a teacher has two days leave of absence for parental leave available with pay and benefits to attend his spouse in the time surrounding the birth of his child. Costs for the substitute teacher will be borne by the teacher for the second such day.

13. Adoption/Parental Leave

13.1 Teachers are entitled to adoption or parental leave for up to 52 weeks without pay and benefits as follows:

(a) Whenever possible, the teacher shall provide the Board with at least six weeks written notice prior to the commencement of the leave.

(b) The teacher may make arrangements to pay the applicable ASEBP insurance premiums.

13.2 Adoption leave shall expire on a mutually agreed date.

13.3 Teachers who wish to resume employment upon the expiration of adoption/parental leave, shall give the Board two weeks notice in writing of the day they intend to resume employment and the Board shall:

- (a) reinstate the teacher in the position occupied at the time the adoption/parental leave commenced or
- (b) provide the teacher with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the teacher to the date the adoption/parental leave commenced.

13.4 A teacher has two days of absence for adoption/parental leave available with pay to attend his spouse to take custody of an adopted child. Costs for the substitute teacher will be borne by the teacher for the second such day.

13.4.1 In addition to maternity or adoption/parenting leave, teachers may be entitled to a parenting leave without pay or benefits for up to one year. Such leave must commence immediately following maternity or adoption leave.

13.4.2 Application for such leave must be made no later than three months prior to the commencement of parenting leave.

13.4.3 Parenting leave will terminate at the end of the school year.

- 13.4.4** (a) The Board shall endeavor to reinstate a teacher returning from parenting leave to the position occupied at the time the leave commenced, or
- (b) provide the teacher with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the teacher to the date the parenting leave commenced.

14. Working Conditions

14.1 Subject to the approval of the superintendent, staff deployment is the responsibility of the principal in consultation with his staff.

It is recognized that a teacher's professional duties extend beyond instruction of pupils. Teachers will provide such instruction, supervision and other duties as are reasonable as assigned by the principal.

The program of extracurricular activities will be determined by the principal and his staff

It is understood that any teacher involvement in extracurricular activities is on a voluntary basis.

14.2 The Board shall submit proposed Board regulations pertaining to teachers to representatives of its teaching staff. It shall be the responsibility of these representatives to communicate the views of the teachers regarding the proposed Board regulations to the Board.

15. Transfers

15.1 A teacher designated as a principal or assistant principal who is being required to transfer may be required to retain such designation only with his consent.

16. New Appointees/New Positions

16.1 New Appointees

16.1.1 Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

16.2 New Position

16.2.1 The Board may create or designate new positions not specified in clause 4 of this collective agreement but are nevertheless covered by the terms of this agreement under clause 1.

16.2.2 The amount and method of remuneration shall be set by the Board after consultation with the Local employee representative on the teachers' Local economic policy committee.

17. Grievance Procedure

17.1 Any difference between any teacher 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 herein provided without stoppage of work or refusal to perform work.

17.1.1 Such a difference (hereinafter called a "grievance") shall first be submitted in writing to the secretary-treasurer of the Board and to the chair of the Economic Policy Committee of the Local of the Alberta Teachers' Association as the case may be. Such written submission shall be made within 20 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance and the articles of this agreement which it is alleged to have been violated.

Both the employee and the employer or their representative, shall meet to resolve the dispute within 10 days of the receipt of the grievance notice.

In the event that the grievance concerns matters of salary, the Board agrees to provide relevant payroll records if requested by the grievor or his representative.

17.2 In the event the grievance is not settled within 20 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 20 day time period, the grievance shall be referred in writing to the grievance committee. Such grievance committee shall be composed of three representatives from the Board and three 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 25 days following receipt of the submission and shall dispose of each grievance before proceeding to another, 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.

17.2.1 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 must be given within 10 days after the date of the aforesaid 25 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

17.2.2 No meeting of the grievance committee shall be held during normal teaching hours except by the unanimous consent of the grievance committee.

17.3 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 10 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 a chairman, either party may request the Director of Mediation Services to make the necessary appointment.

17.3.1 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 provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

17.5 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 teacher 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.

17.5.1 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 expenses of the chairman.

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

17.8 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 action within the time limits specified, the grievance shall be deemed to be at an end.

17.9 Any of the aforesaid time limits may be extended at any stage with the written consent of the parties.

General

18. Upon employment with the Board, each teacher shall be given a copy of the current collective agreement.

19. All previous collective agreements and schedules between the parties are hereby cancelled.

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

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

22. Words in the masculine gender shall mean and include the feminine and vice-versa except where otherwise

indicated in the context.

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

24. The Board of Education will ensure that all student instruction will be performed by members of the Alberta Teachers' Association.

Appendix A Alberta Average Weekly Earnings

For the years subsequent to 2007/08, salary increases shall be calculated as follows (MofA Clause 3.3 and Appendix B)

The increase for September 1, 2008 will be calculated by comparing the average for Alberta from January 1, 2007 to December 31, 2007 to the average of earning for Alberta from January 1, 2006 to December 31, 2006 in accordance with Appendix B* of the Memorandum of Agreement between Government of Alberta and The Alberta Teachers' Association of November 15, 2007.

The increase for September 1, 2009 will be calculated by comparing the average for Alberta from January 1, 2008 to December 31, 2008 to the average of earning for Alberta from January 1, 2007 to December 31, 2007 in accordance with Appendix B* of the Memorandum of Agreement between Government of Alberta and The Alberta Teachers' Association of November 15, 2007.

The increase for September 1, 2010 will be calculated by comparing the average for Alberta from January 1, 2009 to December 31, 2009 to the average of earning for Alberta from January 1, 2008 to December 31, 2008 in accordance with Appendix B* of the Memorandum of Agreement between Government of Alberta and The Alberta Teachers' Association of November 15, 2007.

The increase for September 1, 2011 will be calculated by comparing the average for Alberta from January 1, 2010 to December 31, 2010 to the average of earning for Alberta from January 1, 2009 to December 31, 2009 in accordance with Appendix B* of the Memorandum of Agreement between Government of Alberta and The Alberta Teachers' Association of November 15, 2007.

In no case will a reduction in salary be applied. If the formula produces a negative number, the existing salary grid shall continue for the subsequent year.

• The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars)(281-0026)

This Memorandum of Agreement once ratified is conditional upon each of the School Boards listed Appendix A of the Memorandum of Agreement between the Government and the ATA dated November 15, 2007 concluding a ratified new/revised collective agreement with the Alberta Teachers' Association. If this condition is not met, this new/revised collective agreement shall have no effect and the previous collective agreement shall continue in effect until otherwise altered through collective bargaining under the Labour Relations Code, RSA 2000, c.L-1.