

## **Pembina Hills Regional Division No 7**

This agreement is made in duplicate this 27 day of October, 2004, pursuant to the *School Act* and the *Labour Relations Code*.

Between Pembina Hills Regional Division No 7 (hereinafter called "the Board") of the first part and the Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter called "the Association"), of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Board; and

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties and are set forth in this agreement; and

Whereas the parties acknowledge that their primary purpose is to provide efficient educational services and believe this purpose can be achieved most readily when harmonious relationships exist between the employer and its employees; and

Whereas the parties recognize that basic to the proper management and administration of a school system is the school board's function and responsibility to formulate and adopt policy and regulations, not inconsistent with this agreement; and

Whereas the Board and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers and administrators.

The Board agrees to inform in writing representatives of Local No 22 of proposed changes to policy and regulations which directly affect the working conditions of teachers. Representatives of Local No 22 will respond within 30 consecutive days of being notified in order that the proposed changes can be forwarded to the policy committee for consideration.

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

### **1. Scope**

#### **1.1**

This agreement applies to those employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Learning, the Province of Alberta, herein collectively called the teachers, or, where the context requires, teacher.

#### **1.2**

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

- (a) superintendent
- (b) deputy superintendents
- (c) assistant superintendents
- (d) directors, to a maximum of three.

### **2. Term and Effective Date**

**2.1**

Unless otherwise specified, this agreement takes effect on September 1, 2003 and terminates on August 31, 2006. Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of this agreement a notice in writing of its intention to commence collective bargaining. The parties shall meet within 30 days after such notice is served. At the first meeting between the parties, both parties shall exchange details of all amendments sought.

**3. Salary Scale**

**3.1**

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

**3.2**

The number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the Board.

**3.2.1**

(a) Salary grid effective September 1, 2003

| Years of teaching experience | Years of University Education |  |              |             |             |            |
|------------------------------|-------------------------------|--|--------------|-------------|-------------|------------|
|                              |                               |  | <u>Three</u> | <u>Four</u> | <u>Five</u> | <u>Six</u> |
| 0                            |                               |  |              | 43,592      | 46,259      | 48,833     |
| 1-2                          |                               |  |              | 46,193      | 48,860      | 51,434     |
| 3                            |                               |  |              | 48,794      | 51,461      | 54,035     |
| 4                            |                               |  |              | 51,395      | 54,062      | 56,636     |
| 5                            |                               |  |              | 53,996      | 56,663      | 59,235     |
| 6                            |                               |  |              | 56,993      | 59,660      | 62,232     |
| 7                            |                               |  |              | 59,989      | 62,657      | 65,229     |
| 8                            |                               |  |              | 62,985      | 65,652      | 68,226     |
| 9                            |                               |  |              | 65,982      | 68,649      | 71,223     |
| 10                           |                               |  | 51,149       | 68,979      | 71,646      | 74,219     |

(b) Salary grid effective September 1, 2004

| Years of teaching experience | Years of University Education |  |              |             |             |            |
|------------------------------|-------------------------------|--|--------------|-------------|-------------|------------|
|                              |                               |  | <u>Three</u> | <u>Four</u> | <u>Five</u> | <u>Six</u> |
| 0                            |                               |  |              | 44,464      | 47,184      | 49,809     |
| 1                            |                               |  |              | 47,117      | 49,837      | 52,462     |
| 2-3                          |                               |  |              | 49,770      | 52,490      | 55,115     |
|                              |                               |  |              |             |             |            |

|    |  |  |        |        |        |        |
|----|--|--|--------|--------|--------|--------|
| 4  |  |  |        | 52,423 | 55,143 | 57,768 |
| 5  |  |  |        | 55,076 | 57,796 | 60,420 |
| 6  |  |  |        | 58,132 | 60,853 | 63,477 |
| 7  |  |  |        | 61,189 | 63,910 | 66,534 |
| 8  |  |  |        | 64,245 | 66,965 | 69,590 |
| 9  |  |  |        | 67,301 | 70,022 | 72,647 |
| 10 |  |  | 52,172 | 70,358 | 73,079 | 75,704 |

(c) Salary grid effective January 1, 2005

| Years of teaching experience | Years of University Education |  |              |             |             |            |
|------------------------------|-------------------------------|--|--------------|-------------|-------------|------------|
|                              |                               |  | <u>Three</u> | <u>Four</u> | <u>Five</u> | <u>Six</u> |
| 0                            |                               |  |              | 44,797      | 47,538      | 50,183     |
| 1                            |                               |  |              | 47,470      | 50,211      | 52,856     |
| 2-3                          |                               |  |              | 50,143      | 52,884      | 55,529     |
| 4                            |                               |  |              | 52,816      | 55,557      | 58,201     |
| 5                            |                               |  |              | 55,489      | 58,230      | 60,873     |
| 6                            |                               |  |              | 58,568      | 61,309      | 63,953     |
| 7                            |                               |  |              | 61,648      | 64,389      | 67,033     |
| 8                            |                               |  |              | 64,727      | 67,468      | 70,112     |
| 9                            |                               |  |              | 67,806      | 70,547      | 73,192     |
| 10                           |                               |  | 52,563       | 70,886      | 73,627      | 76,271     |

(d) Salary grid effective September 1, 2005

| Years of teaching experience | Years of University Education |  |              |             |             |            |
|------------------------------|-------------------------------|--|--------------|-------------|-------------|------------|
|                              |                               |  | <u>Three</u> | <u>Four</u> | <u>Five</u> | <u>Six</u> |
| 0                            |                               |  |              | 45,693      | 48,489      | 51,186     |
| 1                            |                               |  |              | 48,419      | 51,215      | 53,913     |
| 2                            |                               |  |              | 51,146      | 53,942      | 56,639     |
| 3-4                          |                               |  |              | 53,872      | 56,668      | 59,366     |
| 5                            |                               |  |              | 56,598      | 59,394      | 62,091     |
| 6                            |                               |  |              | 59,740      | 62,536      | 65,232     |
| 7                            |                               |  |              | 62,881      | 65,677      | 68,373     |
| 8                            |                               |  |              | 66,021      | 68,817      | 71,514     |
| 9                            |                               |  |              | 69,162      | 71,958      | 74,656     |
| 10                           |                               |  | 53,614       | 72,303      | 75,099      | 77,797     |

(e) Salary grid effective January 1, 2006

| Years of teaching | Years of University Education |  |  |  |  |  |
|-------------------|-------------------------------|--|--|--|--|--|
|                   |                               |  |  |  |  |  |

| experience |  |  | Three  | Four   | Five   | Six    |
|------------|--|--|--------|--------|--------|--------|
| 0          |  |  |        | 46,036 | 48,853 | 51,570 |
| 1          |  |  |        | 48,783 | 51,599 | 54,317 |
| 2          |  |  |        | 51,529 | 54,346 | 57,064 |
| 3-4        |  |  |        | 54,276 | 57,093 | 59,811 |
| 5          |  |  |        | 57,023 | 59,840 | 62,556 |
| 6          |  |  |        | 60,188 | 63,005 | 65,721 |
| 7          |  |  |        | 63,353 | 66,169 | 68,886 |
| 8          |  |  |        | 66,516 | 69,333 | 72,051 |
| 9          |  |  |        | 69,681 | 72,498 | 75,216 |
| 10         |  |  | 54,017 | 72,846 | 75,663 | 78,380 |

Rollup one step on the salary grid as follows:

| 01-02 | 02-03 | 03-04 | 04-05 | 05-06 | 06-07 | 07-08 | 08-09 | 09-10 | 10-11 | 11-12 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 0     |       |       |       |       |       |       |       |       |       |       |
| 1     | 0 & 1 | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| 2     | 2     | 1 & 2 | 1     | 1     | 1     | 1     | 1     | 1     | 1     | 1     |
| 3     | 3     | 3     | 2 & 3 | 2     | 2     | 2     | 2     | 2     | 2     | 2     |
| 4     | 4     | 4     | 4     | 3 & 4 | 3     | 3     | 3     | 3     | 3     | 3     |
| 5     | 5     | 5     | 5     | 5     | 4 & 5 | 4     | 4     | 4     | 4     | 4     |
| 6     | 6     | 6     | 6     | 6     | 6     | 5 & 6 | 5     | 5     | 5     | 5     |
| 7     | 7     | 7     | 7     | 7     | 7     | 7     | 6 & 7 | 6     | 6     | 6     |
| 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 7 & 8 | 7     | 7     |
| 9     | 9     | 9     | 9     | 9     | 9     | 9     | 9     | 9     | 8 & 9 | 8     |
| 10    | 10    | 10    | 10    | 10    | 10    | 10    | 10    | 10    | 10    | 9     |

**4. Additional Allowances**

4.1 In addition to the foregoing salary there shall be paid:

**4.1.1**

Allowances in accordance with the following schedule:

| Allowances               | Sept 1/03   | Sept 1/04   | Jan 1/05    | Sept 1/05   | Jan 1/06    |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Coordinators             | \$3,979.95  | \$4,059.55  | \$4,089.99  | \$4,171.79  | \$4,203.08  |
| Department Heads         | \$3,491.17  | \$3,561.00  | \$3,587.71  | \$3,659.46  | \$3,686.91  |
| Consultants              | \$10,473.52 | \$10,682.99 | \$10,763.12 | \$10,978.38 | \$11,060.72 |
| Principal                |             |             |             |             |             |
| - minimum allowance plus | \$10,473.52 | \$10,682.99 | \$10,763,12 | \$10,978.38 | \$11,060.72 |
| - per student            | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      |

|  |             |             |             |             |            |
|--|-------------|-------------|-------------|-------------|------------|
| for the first 100 students                                     |             |             |             |             |            |
| - per student for 101 to 150 students                          | \$31.42     | \$32.04     | \$32.28     | \$32.93     | \$33.18    |
| - per student for 151 to 300 students                          | \$20.62     | \$21.04     | \$21.19     | \$21.62     | \$21.78    |
| - per student thereafter                                       | \$15.76     | \$16.07     | \$16.19     | \$16.52     | \$16.64    |
|  |             |             |             |             |            |
| Maximum allowance for any principal                            | \$24,064.67 | \$24,545.96 | \$24,730.05 | \$25,224.66 | \$25,413.8 |
|  |             |             |             |             |            |
| Each additional school under the responsibility of a principal | \$1,000.00  | \$1,020.00  | \$1,027.65  | \$1,048.20  | \$1,056.06 |

A principal assigned as principal at large shall be paid an allowance based on 200 students.

**Assistant Principal(s)**

(a) The assistant principal (or the first assistant principal if there is more than one) shall receive 1/2 the allowance paid to the principal under this clause.

(b) When there is more than one assistant principal, each (other than the first) shall receive 1/2 of that amount he/she would receive were he/she principal over the teachers and students in his/her area of responsibility.

**4.2**

Except for ADLC and Outreach Schools, the student count shall be on September 30 of each year. In cases where a principal is designated responsibility for kindergarten, kindergarten students shall be included in the student count and each kindergarten student shall be counted as a full-time equivalent in proportion to 800 hours of instruction per year. For ADLC, the count shall be May 31 of the prior school year for Elementary and Junior High students and August 31 of the prior school year for senior high students. The student count for the principal of Outreach schools and home education shall be based on the average of the September 30 and March 1 student counts.

**4.3**

The Board may create and fill administrative positions other than those specifically enumerated in this article, provided that the remuneration for such positions is established by an addendum to this agreement prior to the appointment.

**4.4**

For the purposes of application of this agreement the terms "vice-principal" and "assistant

principal" shall be interchangeable.

#### **4.5**

Notwithstanding clause 16.1, a teacher who agrees to render professional service during any vacation period, at the request of the superintendent, shall be paid 1/200 of his/her grid position salary for each day of work.

#### **4.6**

Notwithstanding clause 4.5 and 16.1 teachers working at ADLC and Outreach Centres, who agree to render professional service during any vacation period at the request of the superintendent, will take days in lieu for any days worked.

### **5. Years of Teaching Experience**

#### **5.1**

A year of teaching experience shall be earned by service with the Board for at least 120 full-time equivalent days, days as defined in section 97 of the *School Act* 2000 as amended from time to time. No teacher shall lose credit for years of teaching experience being recognized at the time of signing this agreement.

Substitute teaching shall be counted as teaching experience if a teacher is employed for more than five consecutive days in the same teaching position. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until a teaching experience increment has been received.

No teacher shall benefit nor suffer loss as a result of being assigned to a year round school or school with an alternate school year calendar.

#### **5.2**

The number of years of teaching experience earned by a teacher prior to engagement by the Board is counted as if it has been teaching experience in schools under the Board's jurisdiction.

#### **5.3**

The adjustment date for changes in the number of years allowed for years of teaching experience shall be at the commencement of the school year or February 1. No teacher will be entitled to receive more than one experience increment in any one school year.

#### **5.4**

Each teacher shall supply proof of previous teaching experience within 45 calendar days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience.

##### **5.4.1**

Failure to comply with clause 5.4 shall cause the teacher's salary to be reduced to the minimum of his category of teacher education. Upon receipt of proof or satisfactory evidence of having applied for the same, payment shall be made commencing the month

following receipt by the Board. When previous experience is not validated, any overpayment shall be returned to the Board retroactive to the beginning of the teacher's contract.

#### 5.4.2

The Board shall keep up to date records of each teacher's service with the Board. A copy of this shall be provided to a teacher upon request.

#### 5.5

Where the letter of authority was issued for a portion of a year to enable due processing of documents by the registrar's office prior to the teacher's receipt of an Alberta teaching certificate, the teacher shall be placed in the teacher's experience category as per article 5.

#### 5.6

No teacher shall receive increments for experience gained while he/she was not holding a valid teaching certificate or letter of authority.

#### 5.7

Notwithstanding clause 5.6, clause 5.7 shall apply to career and technology studies (CTS) teachers.

##### 5.7.1

In this clause, a CTS teacher is one who is teaching CTS, shop or business education courses for at least half of his/her teaching day.

##### 5.7.2

CTS teacher salary entitlement, provided he/she has no previous teaching experience as a certified teacher, will be the minimum salary rate according to his/her evaluation of teacher education for salary purposes.

##### 5.7.3

In addition to his/her salary rate, each CTS teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case his/her total salary shall not exceed the maximum salary rate according to his/her evaluation of teacher education.

| <u>Industrial Experience</u> | <u>Increments</u> | <u>Industrial Experience</u> | <u>Increments</u> |
|------------------------------|-------------------|------------------------------|-------------------|
| 10 years                     | 5                 | 4 - 5                        | 2                 |
| 8 - 9                        | 4                 | 2 - 3                        | 1                 |
| 6 - 7                        | 3                 | 0 - 1                        | 0                 |

**5.7.4** The initial industrial experience allowance shall remain constant throughout the period of employment. The original placement of the CTS teacher on the salary schedule shall be subject to review by the interpretation and grievance committee (established under article 18 of this agreement).

##### 5.7.5

Definition: a career and technology studies teacher is a teacher who is:

- 1) The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and;
- 2) Teaching a CTS strand course, as defined in the current guide to education, ECS to Grade 12 or any document substituted therefore, in a trade area requiring the said journeyman certification.

## **6. Years of Teacher Education**

### **6.1**

The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta 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**

The adjustment dates for changes in salary based on teacher education shall be the first day of school in a school year and February 1.

### **6.3**

Proof of teacher education or satisfactory evidence of having applied for same must be submitted to the Board within 45 calendar days of the above mentioned adjustment dates or commencement of employment. Failure to submit proof or satisfactory evidence of application shall result in salary adjustment commencing the month following receipt by the Board.

#### **6.3.1**

Until proof of teacher education is submitted, a teacher shall be placed on the grid according to the most recent acceptable statement of qualifications or according to minimum requirements of his/her teaching certificate.

## **7. Administrative Allowances**

### **7.1**

Payment of administrative allowances according to article 4 of this agreement shall commence on the effective date of appointment.

### **7.2**

When in the absence of the principal an assistant principal acts in his/her place for a period of five or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which he/she is so designated.

#### **7.2.1**

In a school where there is no assistant principal, a teacher shall be designated by the



Board to be acting principal in the absence of the principal. The designate shall be paid according to clause 4.1.1 should the principal be absent.

**7.2.2**

When both the principal and assistant principal are absent, a teacher shall be designated by the Board to be acting principal. The teacher so designated shall be paid according to clause 4.1.1 should the principal and assistant principal be absent.

**8. Substitute Teachers**

**8.1**

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

**8.2**

The rate of payment for substitute service is deemed to include any vacation or general holiday pay to which the individual may be entitled.

Effective December 1, 2000, no substitute teacher shall benefit nor suffer loss as a result of substitute teaching in a year round school or school with an alternate school year calendar.

For the first five days of substitute service, in each instance, payment will be according to the following schedule:

|                                 | <u>Sept 1/03</u> | <u>Sept 1/04</u> | <u>Jan 1/05</u> | <u>Sept 1/05</u> | <u>Jan 1/06</u> |
|---------------------------------|------------------|------------------|-----------------|------------------|-----------------|
| Half day – 60% of full day rate | \$90.77          | \$92.59          | \$93.28         | \$95.15          | \$95.86         |
| Full day                        | \$151.29         | \$154.31         | \$155.47        | \$158.58         | \$159.77        |

**8.2.1** 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 day according to placement on the salary grid subject to the terms of this agreement.

**8.3**

A substitute teacher shall provide evidence of teaching experience and teacher education as per articles 5 and 6 within 45 calendar days of being eligible for placement on the grid.

**8.4**

When a substitute must be hired, where possible, only persons possessing a teachers' certificate shall be employed.

**9. Salary Payment**

**9.1**

Save and except substitute teachers and teachers employed at ADLC each teacher shall be paid:

**9.1.1**

One-twelfth of his/her annual rate of salary on or before the last Friday of each month from September to May, excluding December. In December, payment shall be on the last operational day. Two-twelfths of his/her annual rate of salary on the last operational day of the school year and the balance due shall be paid on or before the last banking day in July.

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

**9.1.2**

Each teacher employed at the ADLC shall be paid 1/12 of his/her annual rate of salary on or before the last Friday of each month from September to August. In December, payment shall be on the last operational day.

**9.1.3**

Clause 9.1.1 notwithstanding where a teacher other than one employed at the ADLC and Outreach Centres has resigned, 3/12 of the annual salary shall be paid on the last teaching day in June. This clause shall be subject to section 111(6)(7) of the *School Act 2000* as amended from time to time.

**9.2**

Salary payment shall be delivered to the teacher's bank in accordance with clause 9.1.1

**10. Vice-Principals****10.1**

No teacher designated as vice-principal at the time of signing this agreement shall have that designation terminated by reason of the Board's decision to eliminate the position, unless the superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.

**11. Sick Leave****11.1**

The unused portion of the statutory sick leave shall accumulate at the completion of each year of continuous service with the Board, except in the case of leave of absence, to the credit of each teacher to a total maximum of 75 operational school days.

**11.1.1**

A statement of accumulated sick leave credits shall be sent to each teacher upon request of said teacher on or before September 1.

**11.2**

If a teacher is absent from school to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, he/she shall be paid his/her salary for such excess period if there stands to his/her credit accumulated sick leave which shall then be reduced accordingly.

**11.3**

A teacher who is absent from duty to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive days shall be required to present a medical certificate upon resumption of normal duties or upon demand by the Board after the third day of resuming normal duties.

**11.4**

A teacher who is absent for a period of three days or less shall be required to present a signed statement regarding the reason for such absence.

**11.5**

Once a teacher has been disabled for 90 consecutive calendar days, such teacher shall apply for extended disability benefits under the ASEBP extended disability plan and salary shall cease.

**11.6**

In the event that,

(a) a teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP extended disability benefits and

(b) the teacher is accepted by the insurance carrier as an EDB claimant,

the Board shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of 90 calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and he/she receives the first EDB payment.

**12. Alberta School Employee Benefit Plan and Alberta Health Care Insurance Commission****12.1**

The Board will make a contribution of 90 percent per month of the premium costs for Alberta Health Care for each participating teacher.

**12.2**

The Board will make a contribution of 90 percent per month of the premium cost for each participating teacher as per Plan D (EDB) and Schedule 2 (Life Insurance) of the Alberta School Employee Benefit Plan.

All teachers appointed to the staff effective November 9, 1971 and thereafter as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a condition of employment provided enrolment is sufficient for implementation of the plan.

**12.3**

The Board will make a contribution of 90 percent per month of the premium cost for each participating teacher of plan I of the Extended Health Care Insurance (ASEBP). All teachers, hired on and after September 1, 1978, shall be members of this plan as a condition of employment.

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under the Extended Health Care Insurance (ASEBP).

#### **12.4**

The Board will make a contribution of 90 percent per month of the premium cost for each participating teacher as per Dental Plan 3 of the Alberta School Employee Benefit Plan. All teachers appointed to the staff effective September 1, 1982 and thereafter shall be a member of this plan as a condition of employment.

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Dental Plan.

#### **12.5**

The Board will make a contribution of 90 percent per month of the premium cost for each participating teacher as per Vision Care Plan 3 of the ASEBP. All teachers appointed to staff effective June 1, 1998 and thereafter shall be a member of this plan as a condition of employment.

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Vision Care Plan.

#### **12.6**

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 Employment Insurance Commission regulations.

#### **12.7**

Articles 12 - 12.5 notwithstanding, part-time teachers who work less than .25 FTE shall not participate in the ASEBP plans. Part-time teachers working less than .25 FTE shall be responsible for the full Alberta Health Care premium.

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

#### **13.1**

Professional improvement leave shall mean a leave of absence granted by the Board in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.

#### **13.2**

To be eligible for professional improvement leave under clause 13.1 the teacher shall have served the Board for five consecutive years, immediately prior to granting of such leave.

#### **13.3**

Professional improvement leave for a period of less than one year may be granted by the Board and remuneration shall be prorated to amount of salary set forth in clause 13.8.

#### **13.4**

A teacher who is granted professional improvement leave shall give an undertaking in writing to return to his/her duties following expiration of his/her 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 his/her duties.

### **13.5**

All applications for professional improvement leave shall be submitted to the Board by February 1 preceding the school year in which the professional improvement leave is to commence.

### **13.6**

The Board shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional leave of absence.

### **13.7**

The Board shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.

### **13.8**

A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal instalments on the last day of each month, in accordance with 50 percent of category 4-10 of the salary grid, as defined in article 3.

#### **13.8.1**

A teacher who is granted professional improvement leave shall be entitled to participate in the Alberta School Employee Benefit Plan. The Board shall contribute toward required premiums as indicated in clauses 12.1, 12.2, 12.3, 12.4 and 12.5.

### **13.9**

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. Leaves of Absence**

### **14.1**

Temporary leave of absence necessitated by critical illness or death of a relative of the teacher shall be granted by the Board, with salary and benefits, according to the following schedule:

(a) In the event of death of a teacher's spouse, parent or child a time up to and including five days,

(b) In the event of critical illness on the part of the teacher's spouse, parent or child, time up to and including four days,

(c) In the event of critical illness or death of a teacher's relative, time up to and including three days provided such relative is a brother, sister, parent of spouse, grandparent, grandchild or relative who is a member of the teacher's household,

(d) In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law or grandparent of spouse, a time up to one day.

(e) In the event of a family medical leave on the part of the teacher's spouse, parent or child, time up to and including three days.

Additional leave, where required, may be granted upon application to the Board.

#### **14.1.1**

For the purposes of clause 14.1 critical illness shall be determined by a certificate from a medical doctor if required by the Board.

#### **14.2**

A teacher is entitled to salary and benefits for those days in which the teacher is unable to reach the school from their usual place of residence because of impassable roads only when payment for the absence is recommended by the principal and approved by the superintendent of schools.

#### **14.3**

The Board shall grant a temporary leave of absence with salary and benefits of one day to a teacher to attend his/her own wedding, convocation or graduation from a post-secondary institution.

#### **14.4**

The Board shall grant temporary paternal leave with salary and benefits of one school day in the event of a birth. The day taken shall be either the day of birth, the first day immediately after the birth or the day the mother or child comes home from the hospital.

##### **14.4.1**

The Board shall grant temporary adoption leave with salary and benefits of one school day on the date of adoption or receipt of the child.

#### **14.5**

Leave of absence for collective bargaining shall be granted to a maximum of three teachers without loss of salary and benefits, provided however, that the Board shall be reimbursed by the Alberta Teachers' Association for the cost of any substitute hired.

#### **14.6**

Temporary personal leave of absence for not more than three days in total in any school year shall be granted to each teacher.

The first day of such leave shall be at full salary and benefits. The remaining two days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of the substitute is forthcoming to the Board through payroll deductions or payment from other sources.

A teacher taking such leave shall present a signed statement regarding the reason for absence.

**14.7**

Leave of absence without loss of salary and benefits shall be granted:

(a) for jury duty or any summons related thereto,

(b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness 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.

(c) 14.7 (b) shall not apply when the teacher or the ATA is taking action against the Board.

**14.8**

Additional leaves of absence may be granted by the Board, with salary and benefits, with salary and benefits less the cost of the substitute or without salary and benefits, at the discretion of the Board.

**15. Maternity, Adoption and Parenting Leave****15.1**

Teachers are entitled to maternity leave without pay for a period not exceeding 18 weeks.

**15.1.2**

When possible, a teacher will notify the Board of her leave requirements three months in advance of the first day of the leave. The commencement of or return from maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.

**15.1.3**

The Board will register and implement a 95 percent supplementary unemployment benefits plan which teachers shall access for pay during the health related portion of her leave, following the date of birth.

**15.2**

Teachers are entitled to adoption leave without pay for a period not exceeding eight weeks.

**15.2.1**

When possible, a teacher will notify the Board of the leave requirements three months in advance of the first day of the leave.

**15.3**

Teachers are entitled to parenting leave without salary and benefits for a period not exceeding one year with such leaves ending at times of the school year that constitute natural breaks (eg, Summer, Christmas, Easter/Spring).

**15.3.1**

The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.

## **16. The School Year**

### **16.1**

Excepting teachers working at ADLC and Outreach Centres, teachers will not be required to render service for more than 200 consecutive days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.

#### **16.1.1**

Teachers employed at ADLC and Outreach Centres, will not be required to render professional service for more than 200 days in any given employment year.

Teachers at ADLC and Outreach Centres will have the ability to take a minimum four week uninterrupted vacation break with the timing of the break subject to the approval by the principal.

### **16.2**

Notwithstanding clause 16.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation.

### **16.3**

The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Board not less than four calendar months prior to such date.

### **16.4**

Excepting teachers working at ADLC and Outreach Centres, the week following Easter Sunday will continue to be a vacation period, except when Easter Sunday falls later than April 8, in which case there shall be a spring break the week following the fourth Sunday in March. In years where spring break occurs, Easter Monday will continue to be on a vacation day.

## **17. Transfers**

### **17.1**

In the event the Board initiates the transfer of a principal or assistant principal and such transfer results in an administrative allowance as a principal or assistant principal that is less than the allowance the principal or assistant principal currently receives, the current allowance shall be maintained until the lower allowance matches or surpasses the current allowance or for a period of three years whichever comes first. This provision shall not apply if the principal or assistant principal requests a transfer.

### **17.2**

The Board requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and his/her family as a result of such transfer, providing such transfer requires a change of residence.



**18. Grievance Procedure****18.1**

Any difference between an 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.

**18.2**

Such difference (hereinafter called "a grievance") shall first be submitted in writing to the secretary treasurer of the Board and to the chairperson of the Local economic policy committee. Such written submission shall be made within 30 days after the incident giving rise to the grievance. 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.

**18.3**

In the event the grievance is not settled within 30 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 30 day time period, the grievance shall be referred in writing to the secretary treasurer of the Board. A grievance committee shall be composed of three representatives of the Board however, a quorum of this committee shall be two representatives.

A representative of the Board and the grieving teacher and/or representative shall be present at any grievance hearing.

The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 30 days following receipt of the submission and shall dispose of each grievance before proceeding to another.

**18.4**

If the grievance is not resolved 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 the aforesaid 30 day limit expires or the date the grievance committee renders a decision, whichever is shorter.

**18.5**

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.

**18.6**

The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.

**18.7**

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.

#### **18.8**

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.

#### **18.9**

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.

#### **18.10**

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.

#### **18.11**

All of the aforesaid time limits referred to in the grievance procedure shall be deemed to be consecutive calendar days but be exclusive of Saturdays, Sundays and statutory holidays.

#### **18.12**

In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the board) a party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

#### **18.13**

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

### **19. Deferred Salary Leave Plan**

#### **19.1**

The Board agrees to implement a deferred salary leave plan as approved by Canada Customs & Revenue Agency.

### **20. Voluntary Part-time Employment Contract**

#### **20.1**

Any teacher employed on a full-time (1.0 FTE) continuing contract who voluntarily agrees to employment on a part-time contract may be given a part-time continuing contract for an agreed upon period and notwithstanding section 103(2) of the *School Act*, that contract shall be for a specified full-time equivalent which shall not be varied except by mutual consent. At the end of the initial or any agreed upon subsequent time period the teacher shall return to a full-time continuing contract.

**21. Staff Reduction**

**21.1**

The Board agrees that should a reduction in staff be required it shall in the first instance be achieved through natural attrition.

**22. Previous Agreements**

**22.1**

All previous agreements between or affecting the parties are hereby cancelled.

**23. Membership ATA**

**23.1**

All teachers employed by the Board shall be members of the Alberta Teachers' Association.

**24. Agreement Binding**

**24.1**

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

**ADDENDUM TO THE COLLECTIVE AGREEMENT**

The Board agrees to administer sick leave in the following manner:

All teachers under contract shall have available 20 days sick leave commencing the beginning of the school year or the first day of employment. Teachers employed under contract for less than a school year shall receive sick leave on a prorata basis as follows:

Number of sick days = number of school days under contract/10