

COLLECTIVE AGREEMENT



BETWEEN

PEMBINA HILLS REGIONAL DIVISION NO. 7

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2012 TO AUGUST 31, 2016

	
EMPLOYER	ATA

PEMBINA HILLS REGIONAL DIVISION NO. 7

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This Collective Agreement is made in duplicate this 24 day of Sept, 2013, pursuant to the *School Act*, and the *Labour Relations Code*.

Between

Pembina Hills Regional Division No. 7
(hereinafter called "the Employer")

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 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 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 Employer's function and responsibility to formulate and adopt policy and regulations, not inconsistent with this agreement; and

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

The Employer 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 Employer who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, or, where the context requires, teacher.


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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 (3).


2. TERM AND EFFECTIVE DATE

- 2.1 Unless specifically provided for in this Collective Agreement, this Collective Agreement takes effect on the first of the month following ratification by both parties and remains in effect until August 31, 2016.
- 2.2 Either party may give to the other, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination of the Collective Agreement, a notice in writing of its intent to commence collective bargaining.
- 2.3 At the first meeting between the parties following such notice, the parties shall exchange particulars of all amendments they seek. Negotiations shall be limited to the items in the two lists combined, except by mutual agreement.

3. SALARY SCALE

- 3.1 The Employer 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 Employer.
 - 3.2.1 (a) Salary grid effective September 1, 2012

Years of Teaching Experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0		58,512	62,092	65,547
1		62,003	65,582	69,037
2		65,492	69,074	72,527
3		68,986	72,565	76,019
4		72,475	76,055	79,509
5		76,498	80,079	83,531
6		80,520	84,100	87,553
7		84,543	88,123	91,576
8		88,565	92,145	95,601
9	68,656	92,586	96,167	99,621

	
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(b) Salary grid effective September 1, 2015

Years of Teaching Experience	Years of University Education			
	Three	Four	Five	Six
0		59,682	63,334	66,858
1		63,243	66,894	70,418
2		66,802	70,455	73,978
3		70,366	74,016	77,539
4		73,925	77,576	81,099
5		78,028	81,681	85,202
6		82,130	85,782	89,304
7		86,234	89,885	93,408
8		90,336	93,988	97,513
9	70,029	94,438	98,090	101,613

4. ADDITIONAL ALLOWANCES

4.1 The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the foregoing salary there shall be paid:

4.1.1 Allowances in accordance with the following schedule:

<u>Allowances</u>	<u>Sept 1/12</u>	<u>Sept 1/15</u>
Coordinators	5,342.09	5,448.93
Department Heads	4,686.04	4,779.76
Consultants	14,058.11	14,339.27
Principal		
Minimum Allowance	14,058.11	14,339.27
Plus:		
- Per student for the first 100 students	0.00	0.00
- Per student for 101 to 150 students	42.17	43.01
- Per student for 151 to 300 students	27.68	28.23
- Per student thereafter	21.15	21.57
Maximum allowance for any principal	32,300.83	32,946.85
Each additional school under the Responsibility of a principal	1,342.25	1,369.10

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

Associate Principal(s)

(a) The Associate Principal (or the first Associate Principal if there is more than one) shall receive one-half the allowance paid to the principal under this clause.

	
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- (b) When there is more than one Associate Principal, each (other than the first) shall receive one-half 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 Employer may create and fill administrative positions other than those specifically enumerated in this article, provided that the Association is advised prior to the position being filled. Remuneration for such positions is established by an addendum to this agreement.
- 4.4 For the purposes of application of this agreement the terms 'Vice-Principal' and 'Associate 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 & 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.

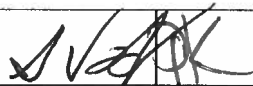
5. YEARS OF TEACHING EXPERIENCE

- 5.1 A year of teaching experience shall be earned by service with the Employer 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 (5) 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 Employer is counted as if it has been teaching experience in schools under the Employer'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 (1) experience increment in any one school year.

	
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- 5.4 Each teacher shall supply proof of previous teaching experience within forty-five (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 Employer. When previous experience is not validated, any overpayment shall be returned to the Employer retroactive to the beginning of the teacher's contract.
- 5.4.2 The Employer shall keep up to date records of each teacher's service with the Employer. 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:

	
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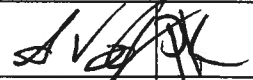

- 1) The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and;
- 2) Teaching a CTS strand course, as defined in the current Guide to Education, ECS to Grade 12 or any document substituted therefore, in a trade area requiring the said journeyman 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 Employer within forty-five (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 Employer.
 - 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.
- 6.4 A teacher in a Career Technology Studies position, as identified in clause 5.7.1, who holds one or more Alberta journeyman's certificate or the equivalent, related to his teaching, shall be granted one year in teacher education for salary purposes on the basis of such trades qualifications, in addition to actual training in a recognized teacher-training institution. Time required to obtain this qualification cannot be counted for experience recognition in 5.7.3.

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 Associate Principal acts in his/her place for a period of five (5) or more consecutive school days, said Associate 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 Associate Principal, a teacher shall be designated by the Employer 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 Associate Principal are absent, a teacher shall be designated by the Employer to be Acting Principal. The teacher so designated shall be paid

	
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according to clause 4.1.1 should the Principal and Associate 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.

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.


The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. For the first five (5) days of substitute service, in each instance, payment will be according to the following schedule:

<u>Rates</u>	<u>Sept 1/12</u>	<u>Sept 1/15</u>
½ Day – 60% of Full Day Rate	121.84	124.28
Full Day	203.07	207.13

- 8.2.1 Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive instructional days, shall be paid effective the sixth (6) day according to the 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 forty-five (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.
- 8.5 When the assignment of a substitute teacher involves teaching before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in 8.2.

9. SALARY PAYMENT

- 9.1 Save and except substitute teachers, the Employer shall pay each teacher 1/12 of the teacher's annual salary on the 25th of each month from September to August, excluding March and December. In March and December, payment shall be on the last operational day.
- 9.1.1 The Employer shall pay substitute teachers on or before the seventh (7) working day of the month following their service.


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9.1.2 Clause 9.1 notwithstanding where a teacher other than one employed at ADLC and Outreach Centres has resigned, two-twelfths of the annual salary shall be paid on or before the last Friday of June. The remaining balance shall be paid pursuant to section 111(6)(7) of the *School Act*.

9.2 Salary payment shall be delivered to the teacher's bank in accordance with clause 9.1.

9.3 Upon request to the Employer no later than August 31, beginning teachers shall receive an advance of 30% of their estimated monthly income on the 10th of September. When September 10 falls on a weekend, deposit date will be the following Monday.

10. ASSOCIATE PRINCIPALS

10.1 No teacher designated as associate principal at the time of signing this Agreement shall have that designation terminated by reason of the Employer'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 Employer, except in the case of leave of absence, to the credit of each teacher to a total maximum of seventy-five (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 (3) consecutive days shall be required to present a medical certificate upon resumption of normal duties or upon demand by the Employer after the third day of resuming normal duties;

11.4 A teacher who is absent for a period of three (3) 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 ninety (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

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

The Employer shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (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 Employer will make a contribution of 95% per month of the premium costs for Alberta Health Care for each participating teacher. Effective September 1, 2015 the contribution will be 97%.

12.2 The Employer will make a contribution of 95% 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. Effective September 1, 2015 the contribution will be 97%.

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 Employer will make a contribution of 95% 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. Effective September 1, 2015 the contribution will be 97%.

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 Employer will make a contribution of 95% 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. Effective September 1, 2015 the contribution will be 97%.

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

12.5 The Employer will make a contribution of 95% 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. Effective September 1, 2015 the contribution will be 97%.

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 Employer shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

	
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- 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.
- 12.8 The Employer shall contribute to a Healthcare Spending Account an annual amount of \$360 per eligible teacher in equal monthly installments. For the purposes of this teacher benefit, eligible teacher shall mean a teacher who teaches greater than .25 FTE on a continuing, probationary, permanent, interim, or temporary contract of five (5) months or longer and shall include a teacher whose short term contracts may accumulate to an uninterrupted employment period of five (5) months or longer. This account shall be administrated by ASEBP in accordance with CRA rules and the *Income Tax Act* and its regulations for the benefit of the teacher and his/her dependents. Upon leaving the employ of the Employer a teacher shall forfeit any remaining balance after submitting outstanding claims during the cut-off period as defined by the plan carrier. Effective September 1, 2015, the Employer shall contribute to a Healthcare Spending Account an annual amount of \$660 per eligible teacher in equal monthly installments.

13. PROFESSIONAL IMPROVEMENT LEAVE

- 13.1 Professional Improvement Leave shall mean a leave of absence granted by the Employer 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 Employer for three (3) consecutive years, immediately prior to granting of such leave.
- 13.3 Professional Improvement Leave for a period of less than one (1) year may be granted by the Employer and remuneration shall be pro-rated 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 Employer and the teacher for a period of at least two (2) years after resuming his/her duties.
- 13.5 All applications for Professional Improvement Leave shall be submitted to the Employer by February 1 preceding the school year in which the professional improvement leave is to commence.
- 13.6 The Employer 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 Employer 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 installments on the last day of each month, in accordance with 50% of category 4-9 of the salary grid, as defined in article 3.

	
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13.8.1 A teacher who is granted Professional Improvement Leave shall be entitled to participate in the Alberta School Employee Benefit Plan. The Employer 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 Employer 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 family medical needs, critical illness or death of a relative of the teacher shall be granted by the Employer, with salary and benefits, according to the following schedule:

- (a) In the event of death of a teacher's spouse, parent, child or dependent a time up to and including five days,
- (b) In the event of critical illness on the part of the teacher's spouse, parent, child or dependent, 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 (3) 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 (1) day,
- (e) In the event of a family medical leave on the part of the teacher's spouse, parent, child or dependent, time up to and including three days.

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

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 Employer.

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 Employer shall grant a temporary leave of absence with salary and benefits, of one (1) day, to a teacher to attend his/her own wedding, convocation or graduation from a post-secondary institution.

14.4 The Employer shall grant temporary paternal leave, with salary and benefits, of one (1) 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 Employer shall grant temporary adoption leave, with salary and benefits, of one (1) school day on the date of adoption or receipt of the child.

	
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- 14.5 Leave of absence for collective bargaining shall be granted to a maximum of three (3) teachers without loss of salary and benefits, provided however, that the Employer 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 (3) 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 (2) 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 Employer 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 Employer 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 Employer.
- 14.8 Additional leaves of absence may be granted by the Employer, with salary and benefits, with salary and benefits less the cost of the substitute or without salary and benefits, at the discretion of the Employer.
- 14.9 A personal leave day is equivalent to the teacher's normal work day. This leave may be used in full day or half-day increments.
- 14.10 A teacher requesting a leave of one term or longer for the coming school year shall notify the Employer no later than March 31. The Employer may accept requests for leaves of absence at any time during the school year.

15. MATERNITY, ADOPTION AND PARENTING LEAVE

- 15.1 Teachers are entitled to maternity leave without pay for a period not exceeding fifteen (15) weeks.
- 15.1.1 A teacher will notify the Employer in writing of her leave requirements six (6) weeks in advance of the first day of the leave. The commencement of or return from maternity leave shall be determined by the teacher, however the maternity leave shall commence no later than the actual date of delivery. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.


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- 15.1.2 The Employer will register and implement a 95% Supplementary Unemployment Benefits plan which teachers shall access for a total fifteen (15) week period. There will be no Supplementary Unemployment Benefit plan payment during a non-work period.
- 15.1.3 The Employer shall provide its share of benefit premium as provided in article 12 of this agreement during the fifteen (15) weeks of maternity leave.
- 15.2 Teachers are entitled to parental leave without pay or benefits for a period not exceeding thirty-seven (37) weeks.
- 15.2.1 A teacher will notify the Employer in writing of leave requirements six (6) weeks in advance of the first day of the leave. The commencement date of the leave shall be determined by the teacher. Where possible, the teacher shall consider natural breaks and reporting periods when determining the commencement day of leave.
- 15.2.2 The combination of maternity/parental leave shall not exceed fifty-two (52) weeks.
- 15.2.3 In the case of adoption, the leave shall not exceed fifty-two (52) weeks.
- 15.2.4 A teacher on parental leave may continue his/her benefit coverage if the teacher pays the entire premium for the benefit plan.
- 15.3 The teacher will give four (4) weeks notice of the return-to-work date, when returning from maternity or parental leave. Where possible, the teacher shall consider natural breaks or reporting periods when determining the return date.

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 (4) 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 (1st) day of service in any school year shall be announced by the Employer not less than four (4) calendar months prior to such date.
- 16.4 Excepting teachers working at ADLC and Outreach Centres, the Employer shall establish a five (5) day Spring Break following the fourth (4th) Sunday in March as part of the School Calendar,

	
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unless agreed otherwise by the Employer and its teachers. Easter Monday will continue to be a vacation day.

17. TRANSFERS



- 17.1 In the event the Employer initiates the transfer of a Principal or Associate Principal and such transfer results in an administrative allowance as a Principal or Associate Principal that is less than the allowance the Principal or Associate 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 (3) years whichever comes first. This provision shall not apply if the Principal or Associate Principal requests a transfer.
- 17.2 The Employer 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.
- 17.3 A teacher requesting a transfer for the coming school year shall make the request no later than March 31. In exceptional circumstances, the Employer may accept requests for transfer at any time during the school year.

18. GRIEVANCE PROCEDURE

- 18.1 Any difference between a teacher covered by this agreement and the Employer or, in a proper case between 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.
- 18.2 Such difference (hereinafter called 'a grievance') at the teacher level shall first be submitted in writing to the Secretary Treasurer of the Employer and to the Chairperson of the Local Economic Policy Committee, and the Coordinator of Teacher Welfare. Such written submission shall be made within thirty (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 thirty (30) days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) days have elapsed from the expiration of the aforesaid thirty (30) day time period, the grievance shall be referred in writing to the Secretary Treasurer of the Employer. A grievance committee shall be composed of three (3) representatives of the Employer however, a quorum of this committee shall be two (2) representatives.

A representative of the Employer and the grievor and/or representative shall be present at any grievance hearing.

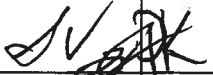

The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within thirty (30) days following receipt of the submission and shall dispose of each grievance before proceeding to another.

	
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- 18.4 In a proper case the Association may submit a grievance in writing to the Employer or the Employer may submit a grievance in writing to the Association. The respondent shall render its decision in respect of the grievance within 30 days following the receipt of the submission.
- 18.5 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 ten (10) days after the date the aforesaid thirty (30) day limit expires or the date the grievance committee renders a decision, whichever is shorter.
- 18.6 Each party shall appoint one (1) as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- 18.7 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 18.8 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.
- 18.9 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 Chairperson governs and it shall be deemed to be the award of the Board.
- 18.10 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the Chairperson provided, however, that this time period may be extended by written consent of the parties.
- 18.11 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chairperson.
- 18.12 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, statutory holidays and the summer break.
- 18.13 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.
- 18.14 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 Employer agrees to implement a Deferred Salary Leave Plan as approved by Canada Customs & Revenue Agency.

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

21.2 In cases where natural attrition does not achieve designated staff reduction targets Employer policy shall be followed.

22. VOLUNTARY SERVICES

22.1 The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

23. PREVIOUS AGREEMENTS

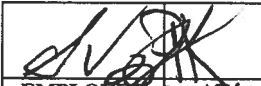
23.1 All previous agreements between or affecting the parties are hereby cancelled.

24. MEMBERSHIP ATA

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

25. AGREEMENT BINDING

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

	
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IN WITNESS WHEREOF the parties have executed this Agreement this 24 day of Sept, 2013.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

S. Volonney
of
S.P.M. Nelson
[Signature]

[Signature]
[Signature]
[Signature]



ADDENDUM TO THE COLLECTIVE AGREEMENT

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

All teachers under contract shall have available twenty (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 pro-rata basis as follows:

$$\text{number of sick days} = \frac{\text{number of school days under contract}}{10}$$

IN WITNESS WHEREOF the parties have executed this Agreement this 24 day of Sept, 2013.

ON BEHALF OF THE EMPLOYER

S. Volonney
[Signature]
S. M. Albert
[Signature]

ON BEHALF OF THE ASSOCIATION

[Signature]
[Signature]
Andrea Mancillas

<u>[Signature]</u>	<u>[Signature]</u>
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