

COLLECTIVE AGREEMENT

BETWEEN

**THE ST. PAUL EDUCATION REGIONAL
DIVISION NO. 1**

AND

**THE ALBERTA TEACHERS' ASSOCIATION
2012-2016**

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THE ST. PAUL EDUCATION REGIONAL DIVISION NO. 1 (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), acting on behalf of the teachers employed by the Board,

OF THE SECOND PART

WHEREAS the Board recognizes 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

WHEREAS the parties desire that these matters be set forth in a Collective Agreement.

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

1. MANAGEMENT RIGHTS

1.1 The Board retains all rights of management limited only by the express terms of this Collective Agreement.

2. RECOGNITION

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

2.2 Notwithstanding Clause 2.1, the following employees shall be excluded from this Collective Agreement:

- a) Superintendent
- b) Assistant Superintendent(s)
- c) Director(s) of Education

3. EFFECTIVE DATE

3.1 Unless specifically provided otherwise in this Agreement, this agreement takes effect on the first day of the month following ratification of the Agreement by both parties and remains in effect until August 31, 2016.

- 3.2 Not less than 60 days nor more than 150 days prior to the termination of this Collective Agreement, either party may give to the other party a notice in writing of its intention to commence collective bargaining.
- 3.3 At the first meeting between the parties following a written notice of the intention to commence collective bargaining, the parties shall exchange particulars of all amendments which they wish to consider during collective bargaining.

4. SALARY SCHEDULE AND PAYMENT

- 4.1 Save and except substitute teachers, the Board shall pay each teacher one-twelfth of the teacher's annual salary on or before the second last banking day of each calendar month.
- 4.2 The Board shall pay its teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.
- 4.3 The Board shall pay salaries to teachers on a part-time contract on a prorata basis.
- 4.4 The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Board.
- 4.5 Salary Schedule as follows:

- a) Effective September 01, 2012 the following salary shall apply:

EXPERIENCE	YEARS OF TEACHER EDUCATION					
	Step	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
0	37,597	41,415	47,717	58,206	61,411	65,048
1	39,333	43,416	49,965	61,587	64,794	68,434
2	41,068	45,419	52,211	64,967	68,175	71,813
3	42,807	47,418	54,460	68,348	71,557	75,196
4	44,542	49,418	56,711	71,728	74,936	78,573
5	46,279	51,418	58,958	75,111	78,319	81,956
6	48,014	53,421	61,207	78,493	81,698	85,335
7	49,750	55,420	63,454	81,873	85,080	88,717
8	51,486	57,420	65,700	85,254	88,464	92,099
9	53,222	59,421	67,953	88,634	91,843	95,479
10	54,958	61,422	70,201	92,017	95,225	98,862
11	54,958	61,422	70,201	92,017	95,225	98,862

b) Effective September 01, 2013 the grid is unchanged:

EXPERIENCE Step	YEARS OF TEACHER EDUCATION					
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6
0	37,597	41,415	47,717	58,206	61,411	65,048
1	39,333	43,416	49,965	61,587	64,794	68,434
2	41,068	45,419	52,211	64,967	68,175	71,813
3	42,807	47,418	54,460	68,348	71,557	75,196
4	44,542	49,418	56,711	71,728	74,936	78,573
5	46,279	51,418	58,958	75,111	78,319	81,956
6	48,014	53,421	61,207	78,493	81,698	85,335
7	49,750	55,420	63,454	81,873	85,080	88,717
8	51,486	57,420	65,700	85,254	88,464	92,099
9	53,222	59,421	67,953	88,634	91,843	95,479
10	54,958	61,422	70,201	92,017	95,225	98,862
11	54,958	61,422	70,201	92,017	95,225	98,862

c) September 1, 2014, the salary grid shall be adjusted by 0.06% as per part B #3 of the Provincial average provision of the Framework Agreement.

EXPERIENCE Step	YEARS OF TEACHER EDUCATION					
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6
0	37,620	41,440	47,745	58,241	61,448	65,087
1	39,356	43,442	49,995	61,624	64,833	68,475
2	41,093	45,446	52,242	65,006	68,216	71,856
3	42,833	47,446	54,492	68,389	71,600	75,241
4	44,569	49,448	56,745	71,771	74,981	78,620
5	46,306	51,449	58,994	75,156	78,366	82,006
6	48,043	53,453	61,244	78,540	81,747	85,387
7	49,780	55,453	63,492	81,922	85,131	88,770
8	51,516	57,455	65,740	85,305	88,518	92,154
9	53,254	59,457	67,993	88,688	91,899	95,536
10	54,991	61,459	70,244	92,073	95,282	98,922
11	54,991	61,459	70,244	92,073	95,282	98,922

d) September 1, 2015, the salary grid shall be adjusted by 2.00%

EXPERIENCE Step	YEARS OF TEACHER EDUCATION					
	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6
0	38,372	42,269	48,700	59,406	62,677	66,389
1	40,143	44,311	50,995	62,856	66,129	69,844
2	41,915	46,355	53,287	66,306	69,580	73,293
3	43,690	48,395	55,582	69,757	73,032	76,746
4	45,460	50,437	57,880	73,207	76,481	80,192
5	47,233	52,478	60,174	76,659	79,933	83,646
6	49,004	54,522	62,469	80,111	83,381	87,094
7	50,775	56,562	64,762	83,561	86,834	90,545
8	52,547	58,604	67,055	87,012	90,288	93,997
9	54,319	60,646	69,353	90,461	93,736	97,447
10	56,091	62,688	71,648	93,914	97,187	100,900
11	56,091	62,688	71,648	93,914	97,187	100,900

A one-time lump sum payment of 1% of the annual salary, as set out in the Collective Agreement grid in effect as of November 15, 2015, will be paid to all teachers on contract on that date as funded by Government of Alberta and paid no later than the end of December of 2015. This payment shall be made in accordance with the FTE of part-time teachers as of November 15, 2015.

5. ADDITIONAL ALLOWANCES

In addition to the foregoing salary, there shall be paid annual allowances in accordance with the following schedule. All sums mentioned are per annum. Any new position created by the Board pursuant to clause 5.7 shall fall into the existing categories of Consultant I or Consultant II.

Annual allowances:

Effective	Sept. 01, 2012	Sept. 01, 2015
5.1 Consultant I	3,382.05	3,449.69
5.2 Consultant II	5,321.66	5,428.09

5.3 Principal's Allowances: per student allowance

Effective	Sept. 01, 2012	Sept. 01, 2015
first 150 students	100.71	102.72
next 125 students	44.30	45.19
next 100 students	20.13	20.53
each student thereafter	12.10	12.34

5.3.1 The principal's allowance for the St. Paul Alternate Education Centre shall be as follows: per annum.

Effective	Sept. 01, 2012	Sept. 01, 2015
	10,473.31	10,682.78

5.4 Assistant Principal(s)

5.4.1 The assistant principal's allowance payable shall be one-half the allowance payable pursuant to Clause 5.3 and Clause 5.3.1 for the St. Paul Alternate Education Centre.

5.4.2 Where there is more than one (1) assistant principal, a sum equal to ninety (90) per cent of that payable pursuant to Clause 5.3 shall be divided between the incumbents in the ratio of their responsibilities.

5.5 A teacher of a Hutterite Colony school shall be paid an annual allowance calculated on a per student basis in the school. The teacher shall not be eligible for any other additional allowance set forth in Article 5.

Effective	Sept. 01, 2012	Sept. 01, 2015
per student	88.98	90.76

5.6 For the purposes of determining allowances based on student count, such count shall be September 30 of each school year. Each student from K-12 shall be counted as 1.0 student for this allowance.

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

5.8 Payment of Allowances

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

5.8.2 When, in the absence of the principal, an assistant principal or a teacher acts in his/her place for a period of five (5) or more consecutive school days, the assistant principal or teacher shall be designated as acting principal effective the sixth (6) consecutive school day and from that date shall be paid as a principal for the period during which he/she is so designated.

5.9 An in-school administrator, who is seconded to Central Office as "principal at large" shall be entitled to an administrative allowance not less than the one he/she received prior to the secondment.

6. YEARS OF TEACHING EXPERIENCE

- 6.1 A year of teaching experience shall be earned by service for at least 125 teaching days as defined in THE SCHOOL ACT, Section 97(1)(a), Chapter S-3., 2000. Such teaching experience must be earned within two consecutive school years with the same Board. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year or until February 2 in the event that the teaching experience is recognized on the February 1 adjustment date. Substitute teaching shall not be counted as teaching experience for purposes of this clause.
- 6.2 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. For the purpose of this clause, a year of teaching experience shall mean a year determined in accordance with clause 6.1 above.
- 6.3 Salary adjustment dates shall be September 1, February 1, or on the commencement date of employment provided however, that no teacher shall receive more than one experience increment in any one school year.
- 6.4 Part-time and temporary teachers are entitled to one increment for each 125 full time equivalent teaching days, accumulated under contract in the immediately preceding two school years, provided such service has not previously been counted for increment purposes. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year. Payment for the increment shall begin in the month following the advisement in writing by the teacher in which he/she has accumulated the 125 teaching days.
- 6.5 Proof of previous experience must be submitted to the Board within 45 calendar days of commencement of the school year, or commencement of employment, whichever is applicable. Satisfactory evidence shall be deemed to include a letter of documentation from previous school boards or an affidavit, signed by the teacher, that he/she has applied for same.
 - 6.5.1 If such evidence is submitted within 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.
 - 6.5.2 If such evidence is not submitted within 45 calendar days, the teacher shall be paid according to the salary schedule based upon the most recent statement of experience, which is acceptable by the Board, or at the minimum of his/her category according to years of university education. Teacher salary shall be adjusted effective the beginning of the month following submission of such evidence.

7. YEARS OF TEACHER EDUCATION

- 7.1 The evaluation of a teacher's education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association 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.
- 7.2 Salary adjustment dates shall be September 1, February 1 or on the commencement date of employment.
- 7.3 Each new teacher commencing employment shall supply to the Board, within 45 days of commencement of duties, a statement of qualifications to be issued by the Teacher Qualifications Service or proof of having applied for same. 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 qualification or according to the minimum education requirements for a teaching certificate. If proof of application for a statement of qualifications is supplied within 45 days, the teacher shall be paid according to the evaluation retroactive to the date of commencement of duties of the present school year. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the first day of the month following the submission of a statement of qualification or proof of application. Proof of application shall be confirmed by a letter of acknowledgement as provided by the Teacher Qualifications Service.
- 7.3.1 Each teacher acquiring and claiming additional teacher education shall supply to the Board, by September 1 or February 1, a revised statement of qualifications to be issued by the Teacher Qualifications Service or proof of having applied for same. If proof of application is not received by September 1, the salary adjustment will not take effect until the following February 1. If proof of application is not received by February 1, the salary adjustment will not take effect until September 1 in the next school year. Proof of application shall be confirmed by a letter of acknowledgement as provided by the Teacher Qualifications Service.

8. VOCATIONAL TEACHERS

- 8.1 A vocational teacher is a person offering instruction in any subject requiring teacher qualifications and a journeyman's certificate.
- 8.2 The Board, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing him/her on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that this placement shall not exceed the 5th step in the applicable category, and provided that the Board will effect a minimum placement on the basis of one (1) year teaching experience for two (2) years of related trade experience.

- 8.3 Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this Collective Agreement, up to the maximum provided in the applicable category.
- 8.4 Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in his/her previous category placement.

9. SUBSTITUTE TEACHERS

- 9.1 A substitute teacher means a teacher employed on a day-to-day basis.
- 9.2 Effective September 01, 2012 the rate of pay for substitute teachers including vacation pay, shall be \$196.18 per day and \$106.33 for one-half day or less. Effective September 1, 2015 the rate of pay for substitute teachers including vacation pay, shall be \$200.10 per day and \$108.46 for one-half day or less.
- 9.3 The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days, shall be, effective the sixth (6th) consecutive day, and from that date, according to placement on the salary schedule subject to the terms of this Collective Agreement.

10. SICK LEAVE

- 10.1 During the first (1st) year of employment with the Board, each teacher shall be granted twenty (20) days of sick leave credits on the basis of two (2) days per month. After completion of one (1) year of employment with the Board, a teacher shall be granted ninety (90) calendar days of sick leave credits provided continuity of employment remains unbroken.
 - 10.1.1 During the first (1st) year of employment, should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, in the same school year, shall be applied and any salary adjustments required shall be made on the last cheque issued to the teacher for the current school year.
 - 10.1.2 After one (1) year of continuous service, a teacher who returns to duty after absence due to illness shall be credited with ninety (90) calendar days of sick leave credits.
 - 10.1.2.1 Notwithstanding clause 10.1.2, a teacher, upon returning to duty from a period of sick leave in excess of three (3) consecutive teaching days but less than ninety (90) consecutive calendar days will, if that teacher does not take any sick leave for the same condition during the first ten (10) consecutive teaching days following return to duty thereafter, have their sick leave entitlement reinstated to ninety (90) calendar days. If sick leave is taken during the first ten (10) consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.

- 10.2 If a teacher is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or a sickness for a period or periods exceeding his/her sick leave credits, he/she shall be paid his/her salary to the extent of the sick leave which stands to his/her credit, and his/her sick leave shall then be reduced accordingly.
- 10.3 If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three consecutive teaching days, the teacher shall be required to present a medical certificate.
- 10.4 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving the reason for such absence.
- 10.5 The Board, at its expense, may require a medical examination by a medical practitioner of its choice.
- 10.6 When a teacher has been absent on sick leave in excess of 20 consecutive school days and wishes to return to work, the teacher may be required by the Board to provide medical evidence stating that the teacher is fit to perform regular duties.
- 10.7 A teacher who meets the qualifying period for Extended Disability benefits under the Alberta School Employee Benefit Plan shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.
- 10.8 Medical certificates and/or statements shall provide enough information for an informed decision to be made both as to the leave itself and the date of re-evaluation or return to work.

11. HEALTH PLAN BENEFITS

- 11.1 Effective September 1, 2011 the Board shall pay 95% of the cost of the teacher's monthly premium payable for benefits under the provisions of the Alberta School Employee Benefit Life Insurance - Schedule 2 and Extended Disability Plan (D) or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.
- 11.2 Effective September 1, 2011 the Board shall pay 95% of the cost of the teacher's monthly premium payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Health Care Benefits (Plan 1) or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.
- 11.3 Effective September 1, 2011 the Board shall pay 95% of teachers' premiums payable for Alberta Health Care. (see letter of understanding)

- 11.4 Effective September 1, 2011 the Board shall pay 95% of the cost of the teacher's monthly premium payable for benefits under the provisions of the Alberta School Employee Benefit Plan - Dental Care, Plan No. 3 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.
- 11.5 Effective September 1, 2011 the Board shall pay 95% of the cost of the teacher's monthly premium payable for benefits under the provisions of the Alberta School Employee Benefit Plan - Vision Care, Plan No. 3 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.
- 11.6 The above plans shall be a condition of employment for all eligible teachers.
- 11.6.1 Notwithstanding 11.6, a teacher may waive participation in the insurance plans under clauses 11.2, 11.3, 11.4 and 11.5, if the teacher provides proof of alternate coverage through his/her spouse or alternate coverage due to treaty status.
- 11.7 Premiums paid by the Board will be contributed on a prorata basis for eligible teachers working less than full-time.
- 11.8 The Board shall retain all E.I. rebates required by Human Resources Development Canada.
- 11.9 a) Notwithstanding clause 11.6 and subject to Alberta School Employee Benefit Plan (ASEBP) regulations, when a teacher participating in the ASEBP Early Retiree package is employed on a temporary/interim contract by the Board, the teacher may remain on his/her ASEBP Early Retiree group insurance package.
- b) The Board agrees to share the premium contribution associated with the Teacher's Early Retiree package on the same percentage contribution as provided in articles 11.1, 11.2, 11.4 and 11.5 and using the same proration method as provided in clause 11.7.
- 11.10 Where the teacher elects to remain on his/her ASEBP Early Retiree package of group insurance plans, the Board agrees to share the premium contributions associated with the Teacher's Early Retiree package on the same percentage contribution as provided in Articles 11.1, 11.2, 11.4 and 11.5 and using the same proration method as provided in clause 11.7.
- 11.11 The Board will establish for each Teacher a Health Care Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 01, 2006 the Board will contribute annually an amount of \$275 for each full-time eligible Teacher. This contribution shall be prorated for Teachers employed less than full-time with the Board. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Board will forfeit any remaining balance.

- 11.12 Effective September 01, 2014 the Health Spending Account is to be administered in accordance with SPERD guidelines including payment during the health related portion of maternity and the first 24 months of Extended Disability.
- 11.13 Where a teacher is responsible for the full cost of premiums for any health plan under this Article, it is the responsibility of the teacher to notify the Board in writing of their intent to continue coverage under the plan and to arrange for payment of the required premiums. Written notice must be made thirty (30) days prior to the expiry of employer subsidized benefits.

12. PROFESSIONAL IMPROVEMENT LEAVE

- 12.1 Professional Improvement Leave shall mean a leave of absence granted by the Board at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.
- 12.2 To be eligible for professional improvement leave the teacher shall have served the Board for a minimum of five (5) years. The Board, however, may grant a professional improvement leave to a teacher regardless of years of service with the Board.
- 12.3 A teacher who is granted professional improvement leave shall, as part of the initial request for leave, give an undertaking in writing to return to his/her duties following the 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 two (2) years after resuming duties. Should a teacher fail to comply with this clause he/she shall repay the allowance on a prorata basis as described in the undertaking in writing.
- 12.4 All applications for professional improvement leave for a full year or for a semester shall be submitted to the Board by March 1 preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by December 31 preceding the session in respect of which the application is made.
- 12.5 The Board, after reviewing the applications, shall notify by April 1, following the deadline for application as to whether or not the applicant is granted professional improvement leave.
- 12.6 A teacher who is granted professional improvement leave for the year shall receive a salary equal to 70% of minimum of Category 4 on the salary grid payable in ten (10) equal installments on the last day of each month. The teacher will be responsible for the full amount of premiums associated with any benefit plans the teacher is participating in.
- 12.6.1 Professional improvement leave may be granted for spring classes at university. A teacher granted such leave, shall receive as salary twenty (20) percent of the

annual professional improvement leave allowance in two (2) equal monthly installments.

- 12.7 Prior to leave being granted, the Board and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

13. LEAVES OF ABSENCE

13.1 Leave for Bereavement and Critical Illness

- 13.1.1 Temporary leave of absence necessitated by critical illness or death of spouse, parents, or children shall be granted by the Board, with pay, for a time up to and including five (5) operational days.

- 13.1.2 Temporary leave of absence necessitated by critical illness or death of a brother, sister, parents of spouse, brother or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent of spouse, shall be granted by the Board, with pay, for a time up to and including three (3) operational days. Additional compassionate leave where required, may be granted upon application to the Board.

- 13.1.3 For purposes of Clause 13.1 critical illness shall mean a life threatening illness that presents an immediate threat to life in palliative care situations or requiring intensive care hospitalization and shall be determined by a certificate from a medical doctor if required by the Board.

- 13.1.4 Temporary leave of absence to attend the funeral of an aunt, uncle, niece or nephew shall be granted by the Board, with pay less the cost of a substitute for a time up to and including one (1) day.

13.2 Leave for Negotiations and Association Business

- 13.2.1 Leave of absence for salary negotiations shall be granted to a maximum of four (4) teachers without loss of salary provided that an amount equal to the salary of a substitute teacher as provided by Clause 9.2 is paid by the Association to the Board for each day of such leave.

- 13.2.2 Where the Board grants leave for Association business such leave shall be without loss of salary provided that an amount equal to the salary of a substitute teacher as provided in Clause 9.2 is paid by the Association to the Board for each day of such leave.

13.3 Maternity and Adoption Leave

13.3.1 Entitlement to Maternity Leave

- 1) A teacher who is employed by the Board is entitled to maternity leave without pay and benefits as outlined below.

- 2) A teacher referred to above is entitled to a maternity leave of a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery, and not later than the date of delivery;
- 3) Subject to Article 13.3.5, a teacher on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery. A teacher, with agreement of the Board, may shorten the duration of the six (6) week period following the actual date of delivery by providing the Board with a medical certificate indicating that resumption of work will not endanger her health.
- 4) When a teacher is on sick leave or on the Board's SUB plan, the Board will continue to contribute its portion of premiums for health plan benefits. When the Board's contributions cease, the teacher will, subject to the ASEBP's approval, have the option of remaining on her health plan benefits provided the teacher contributes 100% of the required premiums.

13.3.2 Notice of Maternity Leave:

A teacher must provide the Board at least six (6) weeks notice in writing of the date she will start her maternity leave and shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery. Notwithstanding the requirements under clause 13.3.11, the notice of leave shall also contain, if possible, the forecasted date on which the teacher intends to return to work.

13.3.3 No Notice of Maternity Leave

A teacher who fails to comply with Article 13.3.2 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 13.3.1 if within two (2) weeks after she ceases to work she provides the Board with a medical certificate which:

- 1) indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and
- 2) gives the estimated or the actual date of delivery

13.3.4 Notice of Employer to Start Maternity Leave

If during the 12 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, an employer may give the employee written notice requiring her to start maternity leave.

13.3.5 When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher will be placed on sick leave to the extent of her entitlements under Article 10, from the date of absence until the date of delivery, followed by maternity leave commencing the date following the date of delivery. All sick leave must be supported by a medical certificate as required in clauses 10.3 and 10.4. Sick leave entitlements and extended disability benefits shall be as per Article 10. The Board, at its expense, may require a medical examination by a medical practitioner of its choice.

13.3.6 A teacher on maternity leave shall make application for employment insurance benefits and proceed to the Board's SUB plan for the duration of the health related portion of the maternity leave.

The Board SUB plan will provide, during the two week waiting period and while the teacher is receiving E.I. maternity benefits, top up of teacher's normal weekly earnings:

- a) for the duration of the health related period equivalent to the number of sick leave credits available to the teacher where such credits are less than 90 calendar days, or
- b) until the teacher is eligible to apply for Extended Disability Benefits whichever is the shortest period.

Medical documentation as required in clause 10.3 and 10.4 shall be required to support the post-delivery health related portion. The Board, at its expense, may require a medical examination by a medical practitioner of its choice.

13.3.7 When a teacher has been absent from work and unable to perform duties due to her pregnancy for a period of 90 consecutive calendar days, the teacher shall apply for Extended Disability Benefits. At this point, a teacher in receipt of salary or SUB Plan benefits will no longer receive these payments from the Board.

13.3.8 The provisions of the Sick Leave article do not apply where a teacher is unable, due to pregnancy, to report to work and perform duties except in the circumstances addressed in 13.3.5 above.

13.3.9 Parental Leave

- 1) The board shall grant parental leave to a teacher in the following circumstances:
 - a) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;
 - b) in the case of a parent a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
 - c) in the case of an adoptive parent, a period of not more than thirty-seven (37)

consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.

- d) parental leave shall be without pay and benefits
- 2) If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Board is not required to grant parental leave to more than one employee at a time.

13.3.10 Notice of Parental Leave

- 1) A teacher must give the Board at least six (6) weeks written notice of the date the teacher will start parental leave unless:
 - a) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
 - b) the date of the child's placement with the adoptive parent was not foreseeable.
- 2) If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 13.3.8 a), the teacher must give the Board written notice at the earliest possible time of the date that the teacher will start or has started parental leave.
- 3) Employees who intend to share parental leave must advise their respective employers of their intention to share parental leave.

13.3.11 Resumption of Employment

- 1) A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Board at least four (4) weeks written notice of the date on which the teacher intends to resume work and, in any event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.
- 2) A teacher must resume work on the date specified in the written notice and if the teacher fails to return to work on that date the teacher is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- 3) A teacher returning from maternity leave or parental leave will be provided his/her former position, if practicable, or a comparable position. This does not imply the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.

13.4 The Board shall grant one (1) day with full pay and benefits for paternal leave.

13.5 Other Leaves of Absence

13.5.1 Personal Leave

- a) A maximum of two (2) days per school year shall be granted for personal reasons provided that an amount equal to the salary of a substitute, as provided by the substitute pay provision of this agreement, is forthcoming to the Board through payroll deductions or payment from other sources.
- b) The unused portion of personal leave as granted in Section (a) above shall accumulate to the credit of each teacher to a maximum of five (5) days. If two or three days are to be taken on consecutive school days, it shall be at a time mutually agreeable to the superintendent and the teacher.

Effective September 1, 2015, 13.5.1 (a) and (b) above shall be replaced by the following:

- a) Teachers shall be eligible to earn two personal leave days per school year. The first personal leave day may be taken without deduction and the second day shall be at full pay less a deduction equivalent to the cost of a substitute including benefits. The deduction for a substitute shall be regardless of whether or not a substitute is retained.
- b) To qualify for personal leave, a teacher must provide a minimum of 5 continuous months of service under contract(s) in a school year with this Employer. Teachers may use the personal leave days in advance of completing five continuous months of employment. However, if they leave prior to completion of the five month period, the cost of the personal leave days advanced shall each be recovered from their final paycheck at 1/200 of their salary.
- c) Those teachers on continuing contracts who have less than 5 months of continuous service in a school year shall remain eligible for two personal leave days less a deduction equivalent to the cost of a substitute, including benefits, regardless of whether or not a substitute is required.
- d) An eligible teacher may accumulate the unused portion of personal leave as granted in 13.5.1 a) above to a maximum of five (5) days. All accumulated days shall be less the cost of a substitute including benefits.
- e) The granting of personal leave will be subject to program needs and the interests of the school, at a time mutually agreeable to the teacher, the principal and the superintendent.
- f) Wherever possible, the teacher accessing personal leave under this clause shall provide two weeks` notice of the request.
- g) Personal leave under this clause may not be taken on a PD day.

- h) Unpaid leave in excess of thirty consecutive days and extended leave of more than sixty consecutive days shall not be counted as service towards the earning of personal leave.

13.5.2 Leave of absence without loss of salary shall be granted:

- a) For a maximum of three (3) days per school year with full pay for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by Clause 10, is reduced by a corresponding amount. A medical certificate shall be provided in order to establish eligibility for benefits under this clause. The definition of family is to include son, daughter, spouse, parents and any dependent residing in the immediate household.
- b) For jury duty or any summons related thereto;
- c) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set forth by the court or other body, and further provided that the teacher is not charged with any offense.

13.5.3 Additional leaves of absence may be granted by the Board, with or without pay and/or employer contributions to benefits, at the discretion of the Board.

13.5.4 Teachers leaving the employ of the Board will forfeit any remaining balance of all accumulated leaves.

14. SCHOOL YEAR

- 14.1 No teacher will be required to render services for more than 200 days in any school year.
- 14.2 Notwithstanding Clause 14.1, teachers designated as administrative or supervisory personnel will so organize their work that their school and/or functional responsibilities will be ready for operation on the opening day of school of each school year.

15. TRANSFERS

- 15.1 Where the Board initiates a teacher's transfer, notwithstanding school closure, to another school, the Board shall pay the reasonable moving expenses, not to exceed \$1,500.00, from the school or residence, whichever is closer (in excess of 90 km one way), necessarily incurred by the teacher and the teacher's family as a result of such transfer, provided that such transfer requires a change of residence.

16. GRIEVANCE PROCEDURE

- 16.1 Any difference between any employee covered by this Collective Agreement and the Board, concerning the interpretation, application, operation or alleged violation of this Collective 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.
- 16.1.1 Such difference (hereinafter called “a grievance”) shall first be submitted in writing to the Secretary-Treasurer of the Board and the Economic Policy Committee Chair of the Local of the ATA. Such grievance shall set out the nature of the grievance, the articles of this Collective Agreement which it is alleged to have been violated and the remedy sought, and shall be submitted within twenty (20) days from the date the grievor first had knowledge of the incident giving rise to the grievance.
- 16.2 Any difference in a policy grievance between the Local of the Alberta Teachers’ Association and the Board concerning the interpretation, application, operation or alleged violation of this Collective 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.
- 16.2.1 Such difference (hereinafter called “a grievance”) shall first be submitted in writing to the Secretary-Treasurer of the Board or the Economic Policy Committee Chair of the Local of the ATA. Such grievance shall set out the nature of the grievance, the articles of this Collective Agreement which it is alleged to have been violated and the remedy sought, and shall be submitted within twenty (20) days from the date the grievor first had knowledge of the incident giving rise to the grievance.
- 16.3 In the event the grievance is not settled within fifteen (15) 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 lapsed from the expiration of the aforesaid fifteen (15) day time period, the grievance, if submitted under 16.1, shall be referred in writing to the Chair of the Economic Policy committee of the Greater St. Paul ATA Local #25 and the Secretary-Treasurer of the Board who in turn shall notify their respect grievance committee. If submitted under 16.2, the matter shall be referred to either the Chair of the Economic Policy Committee for the Greater St. Paul ATA Local#25 or the Secretary Treasurer of the board, as applicable. Such grievance committee shall be composed of two (2) Board members and two (2) members of the Greater St. Paul A.T.A. Local #25. 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 twenty-one (21) days following receipt of the submission except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. The parties respectively have the right to request the attendance at such meeting of other representatives for advice and assistance in the resolution

of the grievance. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

- 16.3.1 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 may be given within ten (10) days after the date of the aforesaid twenty-one (21) day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
- 16.3.2 Each party shall appoint one member as its representative on the arbitration board within seven school days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five school 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.
- 16.3.3 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.4 The arbitration board shall not change, amend or alter any of the terms of this Collective Agreement. All grievances or differences submitted, shall present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Collective Agreement.
 - 16.4.1 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Board.
- 16.5 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.
- 16.6 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the chairperson.
- 16.7 All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays, and statutory holidays.
 - 16.7.1 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board), the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be at an end.
 - 16.7.2 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

17. PROBATIONARY PERIOD

- 17.1 A continuing contract shall be issued to teachers who have completed one year of service with the Board, provided they are recommended by the Superintendent and approved by the Board.

18. SUCCESSORS

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

19. ADVISORY COMMITTEE

- 19.1 The Board and The Alberta Teachers' Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees and teachers.
- 19.2 The parties hereby agree that there shall be constituted an Advisory Committee for the purpose of considering matters of concern related to school affairs, including proposed educational policy changes and changes in conditions of professional service, and communicating thereon the views of the respective parties.
- 19.3 The Advisory Committee shall consist of authorized representatives of teachers, appointed by their local professional council, elected Board members, and their appointees. The Committee shall meet at least once per school year.

20. TRAVEL EXPENSES

- 20.1 When a teacher is required to travel from one school to another during the school day as a condition of employment, excluding teacher inservices and field trips, where travel is greater than ten (10) kilometres, the teacher will be reimbursed for mileage between schools at a rate set by the Board.

21. PRORATING:

- 21.1 Unless explicitly stated, all salary, leaves and benefits for any teacher working less than full time, shall be prorated according to the teacher's FTE status and benefit eligibility. The forgoing does not change the 90 calendar day period for sick leave and extended disability purposes under section 10.

22. OTHER CLAUSES

- 22.1 The Board shall provide a minimum of one hour per month for staff meetings during an operational day.

23. SUBROGATION

- 23.1 (a) Cost of Absence means the total remuneration paid by the Board during a period when the teacher was absent from work.
- (b) Interest means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, SA 1984, c.J-0.5 and amendments and regulations thereto.
- (c) Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- (d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Board
- (e) Teacher means a teacher in respect of whom the Board has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 23.2 In the event that the Board incurs a cost of absence as a result of an act or omission of a third party, the Board is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- (a) the teacher shall advise the Board in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Board incurring a cost of absence;
- (b) the teacher shall upon request by the Board include the cost of absence, as calculated by the Board, in the teacher's claim;
- (c) the Board shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- (d) the teacher agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- (e) the teacher will not settle his/her claim without the prior written consent of the Board as to the amount of the cost of absence to be recovered by the Board;
- (f) upon resolution of the amount of the cost of absence payable to the Board, the Board may, upon default of payment by the teacher following demand by the Board offset the agreed upon amount of the cost of absence payable to the teacher by the Board;

(g) the teacher shall not release any third party from the cost of absence without the consent of the Board; and

(h) the Board's consent to settlement shall not be unreasonably withheld.

- 23.3 When as a result of judgment or settlement with the consent of the Board, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Board plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.
- 23.4 When as a result of a judgment or settlement with the consent of the Board, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Board, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.
- 23.5 The teacher will upon request by the Board execute such documents and agreements as may be required or deemed desirable by the Board to give effect to the provisions of this article 23.
- 23.6 In exercising any of its rights under clause 23, the Board shall have due regard for the interests of the teacher.

IN WITNESSETH THEREOF the parties have executed this agreement
this _____ DAY OF _____, 200 ____ A.D.

**THE ECONOMIC POLICY COMMITTEE OF THE GREATER
ST. PAUL LOCAL #25**

THE ALBERTA TEACHERS' ASSOCIATION

Coordinator of Teacher Welfare

**THE BOARD OF TRUSTEES OF ST. PAUL EDUCATION REGIONAL
DIVISION NO. 1**

Letter of Understanding:

If Alberta Health Care premiums are reintroduced, both parties agree to meet to discuss cost recovery acceptable to both parties.