

THIS AGREEMENT made this 23rd day of June, 2014 pursuant to the *School Act*.

BETWEEN

ROCKY VIEW SCHOOL DIVISION NO. 41
a body corporate, incorporated pursuant to the
School Act, R.S.A. 2000, c. S-3 as amended
(referred to as the “Employer”)

OF THE FIRST PART

AND

THE ALBERTA TEACHERS' ASSOCIATION
a body corporate, incorporated under the laws of the
Province of Alberta
(referred to as the “Association”)

OF THE SECOND PART

COLLECTIVE AGREEMENT

RECITALS:

WHEREAS, the Association is the duly certified bargaining agent for the teachers employed by the Employer;

AND WHEREAS, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties;

AND WHEREAS, the parties desire that these matters be set forth in an agreement to govern the following terms of employment of the teachers, herein referred to as the “Collective Agreement” or the “Agreement”;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. BARGAINING UNIT

- 1.1 This Agreement applies to those employees of the Employer who, as a condition of employment, must possess a valid teaching certificate issued under the authority of Alberta Education, the Province of Alberta, herein collectively referred to as teachers, or where the context requires, teacher.
- 1.2 Notwithstanding Article 1.1, employees holding the following designations shall be excluded from this Agreement:
 - a. Superintendent
 - b. Deputy Superintendent
 - c. Associate Superintendent
 - d. Assistant Superintendent

- e. Director
- f. Home Schooling Co-ordinator

1.3 It is the right of the Employer to create, determine the amount of the allowance, if any, and fill new positions. The allowance so determined shall be negotiable during the next round of contract negotiations, if, in accordance with Articles 1.1 and 1.2, the position is covered by this Agreement.

2. TERM

2.1 This Agreement takes effect on September 1, 2012 and terminates on August 31, 2016.

2.2 Either party may give to the other not less than sixty (60) nor more than one hundred and fifty (150) days prior to the termination of this Agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new agreement. Unless the notice is given within the specified period, this Agreement will continue in effect for another year.

2.3 Not more than thirty (30) days after notice is served, the parties to this Agreement shall meet to:

- a. Establish ground rules
- b. Set dates for future meetings
- c. Exchange proposals

2.4 The two parties may, at any time upon their mutual consent, negotiate revisions to this Agreement. Any such revisions mutually agreed upon shall become effective from such date as determined during the course of negotiations.

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

3. SALARY SCHEDULE

3.1 The following factors shall determine the placement on the salary schedule:

- a. The teacher's Statement of Qualifications, subject to the terms and conditions of this Agreement;
- b. The teacher's years of teaching experience, subject to the terms and conditions of this Agreement.

3.2 The teachers' salary rates for each year of teacher education and experience are tabulated below in the applicable "Salary Schedule".

**Salary Schedule for the Period of Time from
September 1, 2012 to August 31, 2013**

| Years of Teaching Experience | Years of Teacher Education | | | | | |
|------------------------------|----------------------------|--------|--------|--------|--------|--------|
| | One | Two | Three | Four | Five | Six |
| 0 | | 46,286 | 48,332 | 57,789 | 60,918 | 64,635 |
| 1 | | 47,957 | 50,590 | 61,181 | 64,309 | 68,027 |
| 2 | | 49,629 | 52,850 | 64,571 | 67,701 | 71,422 |
| 3 | | 51,301 | 55,111 | 67,962 | 71,093 | 74,815 |
| 4 | | 52,971 | 57,369 | 71,352 | 74,485 | 78,210 |
| 5 | | 54,643 | 59,629 | 74,740 | 77,880 | 81,604 |
| 6 | | 56,314 | 61,891 | 78,131 | 81,273 | 84,997 |
| 7 | | 57,988 | 64,150 | 81,521 | 84,662 | 88,391 |
| 8 | | 59,660 | 66,409 | 84,913 | 88,054 | 91,784 |
| 9 | 55,736 | 61,333 | 68,670 | 88,304 | 91,444 | 95,178 |
| 10/11 | | | | 91,694 | 94,837 | 98,573 |

**Salary Schedule for the Period of Time from
September 1, 2013 to August 31, 2014**

| Years of Teaching Experience | Years of Teacher Education | | | | | |
|------------------------------|----------------------------|--------|--------|--------|--------|--------|
| | One | Two | Three | Four | Five | Six |
| 0 | | 46,286 | 48,332 | 57,789 | 60,918 | 64,635 |
| 1 | | 47,957 | 50,590 | 61,181 | 64,309 | 68,027 |
| 2 | | 49,629 | 52,850 | 64,571 | 67,701 | 71,422 |
| 3 | | 51,301 | 55,111 | 67,962 | 71,093 | 74,815 |
| 4 | | 52,971 | 57,369 | 71,352 | 74,485 | 78,210 |
| 5 | | 54,643 | 59,629 | 74,740 | 77,880 | 81,604 |
| 6 | | 56,314 | 61,891 | 78,131 | 81,273 | 84,997 |
| 7 | | 57,988 | 64,150 | 81,521 | 84,662 | 88,391 |
| 8 | | 59,660 | 66,409 | 84,913 | 88,054 | 91,784 |
| 9 | 55,736 | 61,333 | 68,670 | 88,304 | 91,444 | 95,178 |
| 10 | | | | 91,694 | 94,837 | 98,573 |

**Salary Schedule for the Period of Time from
September 1, 2014 to August 31, 2015**

| Years of Teaching Experience | Years of Teacher Education | | | | | |
|------------------------------|----------------------------|--------|--------|--------|--------|--------|
| | One | Two | Three | Four | Five | Six |
| 0 | | 46,477 | 48,532 | 58,028 | 61,170 | 64,902 |
| 1 | | 48,155 | 50,799 | 61,434 | 64,575 | 68,308 |
| 2 | | 49,834 | 53,068 | 64,838 | 67,981 | 71,717 |
| 3 | | 51,513 | 55,339 | 68,243 | 71,387 | 75,124 |
| 4 | | 53,190 | 57,606 | 71,647 | 74,793 | 78,533 |
| 5 | | 54,869 | 59,875 | 75,049 | 78,202 | 81,941 |
| 6 | | 56,547 | 62,147 | 78,454 | 81,609 | 85,348 |
| 7 | | 58,228 | 64,415 | 81,858 | 85,012 | 88,756 |
| 8 | | 59,907 | 66,683 | 85,264 | 88,418 | 92,163 |
| 9 | 55,966 | 61,586 | 68,954 | 88,669 | 91,822 | 95,571 |
| 10 | | | | 92,073 | 95,229 | 98,980 |

**Salary Schedule for the Period of Time from
September 1, 2015 to August 31, 2016**

| Years of Teaching Experience | Years of Teacher Education | | | | | |
|------------------------------|----------------------------|--------|--------|--------|--------|---------|
| | One | Two | Three | Four | Five | Six |
| 0 | | 47,407 | 49,502 | 59,188 | 62,393 | 66,200 |
| 1 | | 49,118 | 51,815 | 62,663 | 65,866 | 69,674 |
| 2 | | 50,831 | 54,130 | 66,135 | 69,340 | 73,152 |
| 3 | | 52,543 | 56,446 | 69,608 | 72,815 | 76,627 |
| 4 | | 54,254 | 58,758 | 73,080 | 76,289 | 80,104 |
| 5 | | 55,966 | 61,073 | 76,550 | 79,766 | 83,580 |
| 6 | | 57,678 | 63,390 | 80,023 | 83,241 | 87,055 |
| 7 | | 59,392 | 65,703 | 83,495 | 86,712 | 90,531 |
| 8 | | 61,105 | 68,017 | 86,969 | 90,186 | 94,007 |
| 9 | 57,086 | 62,818 | 70,333 | 90,442 | 93,658 | 97,483 |
| 10 | | | | 93,914 | 97,134 | 100,960 |

- 3.3 A one-time lump-sum payment of one percent (1%) of the annual salary, prorated for FTE (Full Time Equivalency), as set out in the Salary Schedule outlined in Article 3.2 which is in effect as at November 15, 2015 will be made to each teacher on contract as of that date, funded by government and paid to each teacher no later than December 31, 2015.

4. SALARY PAYMENT

- 4.1 The Employer shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Article, allowances shall be considered to be part of salary.
- 4.2 Teachers' salaries shall be deposited in their bank account on the 25th day of each month or, when the 25th day falls on a non-banking day, the preceding banking day, except for December when salaries shall be deposited on the last teaching day in December.
- 4.3 Teachers' July and August salaries shall be deposited in their bank accounts on the 30th day of June or the last teaching day in June, whichever comes first.
- 4.4 Substitute teachers, as outlined in Article 7, shall be paid for the number of days or part days worked in each month. Substitute teacher payments shall be deposited in their bank accounts on the 10th day of each month. For payment to be made on this date, substitute teacher time sheets shall be submitted to the Employer's Payroll Department no later than the 4th day of each month.
- 4.5 Unless specifically permitted by this Agreement, authorized by the teacher, or authorized by law, payment of the salary of a teacher shall not be held beyond the regular date of payment.

5. ADMINISTRATIVE ALLOWANCES

- 5.1 Principals shall be paid fifteen point five percent (15.5%) of their position on the salary schedule, plus a per pupil amount of \$22.40 based on the enrolment at the school the Principal is assigned as of September 30th of the current school year.
- Effective September 1, 2015 Principals shall be paid fifteen point five percent (15.5%) of their position on the salary schedule, plus a per pupil amount of \$22.85 based on the enrolment at the school the Principal is assigned as of September 30th of the current school year.
- 5.2 The Employer may, at its discretion, appoint an Assistant Principal when a school, regardless of its type:
- a. Has reached a pupil enrolment of two hundred (200) students at the beginning of the school term, or two hundred and twenty (220) students during the school term.
 - b. Has reached ten (10) certificated teachers at the beginning of the school term or twelve (12) certificated teachers during the school term.
- 5.2.1 Assistant Principals shall be paid seven point seventy-five percent (7.75%) of their position on the salary schedule, plus a per pupil amount of \$11.21 based on the enrolment at the school the Assistant Principal is assigned as of September 30th of the current school year.

Effective September 1, 2015 Assistant Principals shall be paid seven point seventy-five (7.75%) of their position on the salary schedule, plus a per pupil

amount of \$11.43 based on the enrolment at the school the Assistant Principal is assigned as of September 30th of the current school year.

- 5.3 The Employer may, at its discretion, appoint a Vice-Principal.
- 5.3.1 Vice-Principals shall be paid an administrative allowance of one-half of the administrative allowance he/she would have made if appointed as an Assistant Principal of that school.
- 5.4 When, in the absence of the Principal, the Assistant Principal or a Vice-Principal shall act in the place of the Principal and shall be designated as acting Principal. He/she shall receive an allowance as per Article 5.1 for the sixth (6th) and subsequent consecutive school days on which he/she is so designated.
- 5.4.1 When, in the absence of the Assistant Principal as per Article 5.4, or through illness for a period of greater than five (5) consecutive school days, a teacher shall be designated as acting Assistant Principal and shall receive an allowance computed as per Article 5.2 for each school day of the period during which he/she is so designated.
- 5.5 When in the absence of the Principal, Assistant Principal and Vice-Principal or in the absence of the Principal in a school where there is no Assistant Principal and/or Vice-Principal, a teacher shall be designated acting Principal. He/she shall be paid an administrative allowance calculated at one-half of one two-hundredth (1/200th) of the Assistant Principal administrative allowance, based on a three hundred (300) student school and on the salary schedule of four years (4) education and maximum experience, for each full half-day he/she acts as Principal.
- 5.6 The pupil count for purposes of this section shall be taken as at September 30th.
- 5.7 Payment for administration shall commence on the effective date of appointment of the administrator.
- 5.8 In the case of a transfer of an administrator or a programme, the affected administrator's administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer, for a period of three (3) years.

At the commencement of the fourth (4th) and subsequent years, the affected administrator's administrative allowance will be reduced by twenty percent (20%) until the amount of administrative allowance paid is equal to the new administrative allowance payable.

6. OTHER ALLOWANCES

- 6.1 Teachers assigned to one (1) room schools shall be paid a per annum allowance of \$2,986.48.

Effective September 1, 2015 teachers assigned to one (1) room schools shall be paid a per annum allowance of \$3,046.21.

- 6.2 Payment of a travelling allowance according to the Employer's mileage allowance policy shall be made to teachers who travel on school business at the request of the Employer.

- 6.3 Teachers appointed by the Superintendent as a Divisional Educational Psychologist or Divisional Program Specialist shall be paid a per annum allowance of \$11,320.91.

Effective September 1, 2015 teachers appointed by the Superintendent as a Divisional Educational Psychologist or Divisional Program Specialist shall be paid a per annum allowance of \$11,547.33.

- 6.4 Teachers appointed by the Superintendent as a Divisional Supervisor shall be paid a per annum allowance of \$13,261.15.

Effective September 1, 2015 teachers appointed by the Superintendent as a Divisional Supervisor shall be paid a per annum allowance of \$13,526.37.

- 6.5 Teachers appointed as Divisional Curriculum Coordinator shall be paid a per annum allowance of \$3,923.60.

Effective September 1, 2015 teachers appointed as Divisional Curriculum Coordinator shall be paid a per annum allowance of \$4,002.07.

- 6.6 Teachers appointed as Coordinator of the Summer Tutorial Program or as Program Leader of the Summer School Program shall be paid a per annum allowance of \$2,089.42.

Effective September 1, 2015 teachers appointed as Coordinator of the Summer Tutorial Program or as Program Leader of the Summer School Program shall be paid a per annum allowance of \$2,131.21.

- 6.7 Teachers appointed as Tutors for the Summer Tutorial Program shall be paid for each tutorial session a per annum allowance of \$1,512.28.

Effective September 1, 2015 teachers appointed as Tutors for the Summer Tutorial Program shall be paid for each tutorial session a per annum allowance of \$1,542.53.

- 6.8 Teachers employed on an hourly basis to provide instruction in credit courses at a night school or alternative school shall be paid \$67.16 per hour of instruction

time worked. Such rate shall be inclusive of general holidays and vacation pay for each hour of instruction time worked.

Effective September 1, 2015 teachers employed on an hourly basis to provide instruction in credit courses at a night school or alternative school shall be paid \$68.50 per hour of instruction time worked. Such rate shall be inclusive of general holidays and vacation pay for each hour of instruction time worked.

- 6.9 Teachers employed on an hourly basis to provide supervision of Job Shadowing, Work Study, Youth Internship, Work Experience, Registered Apprenticeship or Green Certificate programs on days when a school does not have a regularly scheduled work day, shall be paid \$67.16 per Employer approved hour worked. Such rate shall be inclusive of general holidays and vacation pay for each Employer approved hour worked.

Effective September 1, 2015 teachers employed on an hourly basis to provide supervision of Job Shadowing, Work Study, Youth Internship, Work Experience, Registered Apprenticeship or Green Certificate programs on days when a school does not have a regularly scheduled work day, shall be paid \$68.50 per Employer approved hour worked. Such rate shall be inclusive of general holidays and vacation pay for each Employer approved hour worked.

- 6.10 Allowances paid under the previous Articles 6.1 to 6.9 inclusive, shall only be paid during the term of the appointment.

- 6.11 A teacher who is not entitled to receive an administrative or supervisory allowance and is not appointed as coordinator for the Summer Tutorial program or tutor for the Summer Tutorial program and agrees to render professional service during any vacation period at the request of the Employer, shall be paid one two hundredth (1/200th) of his/her total annual salary for each day of such service. For each day worked, in lieu of one two-hundredth (1/200th) of his/her total annual salary, a teacher may, at his/her discretion, take a day during the school year free from all assigned duties.

- 6.11.1 If a teacher chooses the day-in-lieu alternative, the day taken shall be agreeable to both the teacher and his/her Principal. A prime consideration in selecting the day-in-lieu shall be to minimize disruption to the instructional program. Each day-in-lieu shall be taken by June 30th following the date on which it was earned. Where no agreement can be reached with regard to the day to be taken, the teacher shall be paid one two hundredth (1/200th) of his/her total annual salary.

7. SUBSTITUTE TEACHERS

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

- 7.2 Substitute teachers shall be paid at the applicable rate set out in the chart below. Such daily rate shall be inclusive of four percent (4%) vacation pay.

| | September 1, 2012 | September 1, 2015 |
|------------|-------------------|-------------------|
| Full Day | \$215.49 | \$219.80 |
| Pre-Lunch | 60% of Full Day | 60% of Full Day |
| Post Lunch | 50% of Full Day | 50% of Full Day |

- 7.3 A substitute teacher who is employed for a period of more than two consecutive days on the same day-to-day assignment, the Employer shall pay the substitute teacher for such period at a rate in accordance with the applicable rate under the Salary Schedule. This period of consecutive employment in the same day-to-day assignment shall not be considered interrupted or non-consecutive if a holiday, Teachers' Convention, a Professional Development day or such other break interrupts the substitute teacher's continuity in the classroom.

- 7.4 Twenty (\$20) dollars per day shall be paid to substitute teachers not on grid who teach at schools, identified by the Employer from time to time, at which the Employer has difficulty in obtaining necessary substitute teachers due to required travel distance from major municipalities within the Division. In the event that the Employer determines that it no longer has difficulty in obtaining necessary substitute teacher at a school, the Employer will communicate the rationale to the Alberta Teachers' Association at least one school year prior to implementation of such change.

- 7.5 Except for the provisions covered by Articles 1, 2, 3, 4, 7, 10, 11 and 23, none of the provisions of this Agreement apply to substitute teachers.

8. VOCATIONAL TEACHERS

- 8.1 A vocational teacher is a certificated teacher who holds trade credential(s) that are recognized in Alberta, and is providing instruction in Career and Technology Study courses at the Division 4 level.
- 8.2 At the time of hiring, the Employer may, at its sole discretion, place a vocational teacher at one or more steps higher than the teacher's placement on the Years of Teaching Experience grid and/or one or more steps higher than the teacher's placement on the Years of Teaching Education grid. If the teacher subsequently transfers to a non-vocational teaching position the Employer will not reduce the teacher's placement on the grid.

9. PART-TIME TEACHERS

- 9.1 A part-time teacher shall mean a teacher employed under a Contract of Employment whose assignment is less than that of a full time teacher.

- 9.2 A part-time teacher shall receive the salary stipulated in this Agreement on a pro rata basis in the proportion that their assignment is of a full time teacher.
- 9.3 A part-time teacher employed by the Employer for a minimum of .5 of a full-time teacher shall be eligible to participate in the employee benefit plans provided the teacher meets all of the other eligibility conditions described in Article 13.
- 9.3.1 A part-time teacher, if eligible to participate in the benefit plans described in Article 13, shall have the Employer's portion of the premiums for the benefits plans limited to the proportion that their assignment is to the assignment of a full time teacher.

10. TEACHER EDUCATION

- 10.1 Placement on the salary schedule shall be pursuant to the Teacher's Statement of Qualifications as determined by the Teacher Qualifications Service of the Alberta Teachers' Association.
- 10.2 Teacher education, as indicated by the Statement of Qualifications, shall be one of the criteria for placement on the annual salary schedule.
- 10.3 Until the teacher submits a Statement of Qualifications, the teacher shall be placed on the annual salary schedule according to his/her most recent acceptable Statement of Qualifications, or if his/her Statement of Qualifications is not available, the minimum educational requirement for his/her teaching certificate as estimated by the Employer.
- 10.4 Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer, shall supply a Statement of Qualifications to the Employer within one hundred and twenty (120) calendar days from the commencement of the school year, or the date of commencement of employment, whichever is the later.
- 10.5 If the Statement of Qualifications is submitted within the one hundred and twenty (120) calendar days, salary shall be paid according to the Statement of Qualifications effective the date of commencement of the school year or the date of commencement of employment, whichever is the later.
- 10.6 If a Statement of Qualifications is submitted after one hundred and twenty (120) calendar days, the teacher's salary shall be adjusted as follows:
- a. If the Statement of Qualifications submitted indicates that the qualifications of the teacher are higher than the initial placement, then his/her salary shall be adjusted effective the first day of the month following submission of the Statement of Qualifications.
 - b. If the Statement of Qualifications submitted indicates that the qualifications of the teacher are lower than his/her initial placement, then his/her salary shall be adjusted effective the date of commencement of the school year or the date of commencement of employment, whichever is the later.

- 10.7 In the event that a teacher has submitted a request to the teacher Qualifications Service within thirty (30) days from his/her date of commencement of employment, and has not received his/her Statement of Qualifications within one hundred and twenty (120) calendar days from his/her date of commencement of employment, the teacher may appeal to the Employer for an extension.

11. TEACHING EXPERIENCE

- 11.1 Teaching experience shall be one of the criteria for placement on the annual salary schedule. In any event, not more than eleven (11) years of teaching experience shall be recognized for salary purposes.
- 11.2 Years of teaching experience used in salary computations shall mean:
- a. Only those full years of teaching experience acquired in schools operated under Canadian jurisdiction;
 - b. Those years of teaching experience outside Canada recognized by the Employer pursuant to Article 11.3 of this Collective Agreement; and
 - c. Years of trade and vocational teaching experience recognized by the Employer pursuant to Article 8 of this Collective Agreement.
- 11.3 A teacher wishing recognition of teaching experience outside of Canada shall apply and provide in a form acceptable to the Employer, documentation substantiating his/her claim for teaching experience outside of Canada.
- The Employer shall render a decision within thirty (30) days of receipt of the application and acceptable documentation. The Employer's decision may be appealed through the grievance procedure outlined in this Collective Agreement.
- 11.4 Years of teaching experience shall be experience earned while employed with the Employer and shall be earned by performing required teaching duties for not less than one hundred and twenty (120) school days. Teachers working less than full-time can accumulate the required one hundred and twenty (120) school days over three (3) consecutive school years. No teacher shall earn more than one (1) experience increment in one school year.
- 11.5 The adjustment dates for changes in the number of increments allowed for teaching experience shall be the commencement of the school year and February 1st.
- 11.6 Substitute teaching shall not be considered as teaching experience until Article 11.6.1 becomes effective.
- 11.6.1 Substitute teachers will gain one year of experience for 120 or more days of substitute teaching with the Employer within three (3) consecutive school years. No substitute teacher shall earn more than one (1) experience increment in one (1) school year. Days of substitute teaching prior to September 1, 2007 will not count in this calculation.

- 11.7 Each teacher commencing employment with the Employer shall be placed on the salary schedule “years of teaching experience” component according to the years of teaching experience substantiated by the submission of documentation in a form acceptable to the Employer. Documentation from previous Employers shall be deemed satisfactory.
- 11.7.1 If the documentation required in Article 11.7 is submitted to the Employer within one hundred and twenty (120) calendar days, the teacher shall be placed on the salary schedule “years of teaching experience” component according to the satisfactory documentation from the commencement of the school year or the date of commencement of employment, whichever is the later.
- 11.7.2 Should no documentation be received within the one hundred and twenty (120) calendar day period the teacher shall be placed on the salary schedule “years of teaching experience” component at zero (0) years teaching experience and the teacher’s salary shall be adjusted accordingly from the commencement of the school year or the date of commencement of employment, whichever is the later.
- 11.7.3 If the documentation required in Article 11.3 or 11.7 indicates that the experience of the teacher is more than the initial placement, then his/her salary shall be adjusted effective the first day of the month following submission of the documentation to the Employer.
- 11.8 Upon receipt of satisfactory evidence of additional teaching experience the teacher’s salary shall be adjusted effective the first day of the month following submission of the satisfactory evidence.
- 11.9 Notwithstanding Articles 11.1 to 11.8 inclusive, a teacher holding a letter of authority is not entitled to receive more than five (5) experience increments until he/she submits an interim or permanent certificate.

12. SICK LEAVE

- 12.1 Leave with pay will be granted for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided, except that sick leave with pay will not be granted to teachers while on a leave under Articles 16, 17 or 18.

For pregnancy related disabilities, teachers on a maternity leave of absence shall accept Supplemental Unemployment Benefits as outlined in Article 16.1.6 of this Agreement and subject to the provision of medical proof of such pregnancy related disability, are eligible for sick leave benefits outside the period of time that Supplemental Unemployment Benefits are available, including periods both before and after delivery.

Pregnancy related disability means a medical condition arising during the pre-delivery, childbirth, or recovery from childbirth, which renders a teacher medically disabled and unable to perform her duties.

- 12.1.1 Teachers with continuing, probationary, or interim contracts shall be entitled to ninety (90) calendar days of sick leave.
- 12.1.2 Teachers with temporary contracts with the Employer, (except those qualifying under Article 12.1.3) shall be entitled to sick leave as provided in the *School Act*, Section 111(2). Should such sick leave taken exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last salary payment issued to the teacher for the current school year. The Employer shall endeavour to inform the teacher when his/her statutory sick leave entitlement has been utilized.
- 12.1.3 Teachers holding a temporary contract of nine (9) consecutive months or more within the school year, who held a temporary contract of nine (9) consecutive months or more in the previous school year, shall be eligible for ninety (90) calendar days of sick leave.
- 12.2 Teachers outlined in Articles 12.1.1 and 12.1.3 who have been absent for reasons listed in Article 12.1 shall, upon return to full time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.
 - 12.2.1 Article 12.2 does not apply for those teachers who return to work for thirty (30) calendar days or less and who are again off work due to the same injury, illness or disability. In this event, the two periods of sick leave will be treated as one period.
- 12.3 If a teacher returns to work after receiving Long Term Disability benefits, and within six (6) months is unable to work as a result of causes in whole or in part related to the prior disability, the teacher will re-qualify for Long Term Disability benefits without satisfying the ninety (90) calendar day waiting period and thus is not eligible for sick leave.
- 12.4 Before any payment is made under the foregoing provisions the teacher may be required to provide:
 - a) For an illness of three (3) consecutive days or less, a statement in a form provided by the Employer, signed by the teacher substantiating the illness; or
 - b) For an illness of more than three (3) consecutive days, a medical certificate in a form approved by the Employer, from a qualified medical or dental practitioner.
- 12.5 Section 111(3) of the *School Act* states that the Employer may require a teacher to provide it with a certificate from a physician or dentist:
 - a) For the purpose of the teacher receiving medical or dental treatment, or;
 - b) On account of injury to, or the illness or disability of the teacher.

- 12.6 The Employer may require a teacher to submit to a medical examination by a medical practitioner mutually acceptable to both parties. The expense of the medical examination will be borne by the Employer.
- 12.7 A teacher injured in other remunerative employment, other than Employer employment, and covered by Workers' Compensation, shall not be entitled to the benefits of Article 12.
- 12.8 When a teacher is eligible for Long Term Disability benefits contained elsewhere in this Agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.
- 12.9 When a teacher leaves the employ of the Employer, sick leave benefits contained under these provisions are cancelled.

13. BENEFIT PLANS

- 13.1 All teachers employed by the Employer for a minimum of .5 of a full time teacher with exceptions as outlined in Articles 13.1.1, 13.1.2, 13.1.3 and 13.1.3.1 are eligible to participate in the benefit plans outlined in this Article.
 - 13.1.1 Teachers employed under a temporary or interim contract for less than sixty (60) school days shall not be eligible to participate in the benefit plans described in this Article. Further, teachers employed under a temporary or interim contract for less than one hundred and twenty (120) school days shall not be eligible to participate in the Dental Plan.
 - 13.1.2 Teachers employed under a temporary, interim or probationary contract prior to January 1st of the present school year shall be eligible to participate in the benefit plans described in this Article during July and August on the same basis as teachers under a continuing contract, provided they are also on contract for the next school year by the last operational school day of the present school year. Other temporary, interim or probationary teachers are not eligible to participate in or continue benefit plans during July and August unless the teacher, prior to June 18, authorizes payroll deduction of the entire premiums required for such benefits.
 - 13.1.3 A teacher granted a leave of absence without pay is eligible to participate in the benefit plans described in this Article, except that Long Term Disability coverage cannot be extended beyond the end of the month following the month in which the leave commences.
 - 13.1.3.1 A teacher who has been granted a leave of absence without pay for sixty (60) calendar days or less shall continue to receive benefit plan coverage, if eligible to participate, on the same cost sharing basis as other eligible teachers. A teacher granted a leave of absence without pay for more than sixty (60) calendar days is not entitled to the Employer's contribution to the premiums of the benefit plans; however, provided the teacher prepays the full cost of the benefit plans, he/she may continue benefit plan coverage except for Long Term Disability. Long Term Disability coverage is available from

private carriers; details may be obtained from the Payroll Department. A written application for the continuation of the benefit plans together with payment arrangements must be made prior to the leave occurring.

13.2 Group Insurance Plan

13.2.1 The Employer will make available a Group Insurance Plan, which will include the following coverage:

- a) Life Insurance;
- b) Accidental Death and Dismemberment; and
- c) Long Term Disability

13.2.2 Participation in the Group Insurance Plan shall be a condition of employment for all eligible teachers.

13.2.3 The cost sharing of the premiums for the Group Insurance Plan between the Employer and the teachers shall be:

| | Employer | Teachers |
|----------------------|-------------------------|-----------------------|
| Life Insurance | 100% of monthly premium | 0% of monthly premium |
| A.D. & D. | 100% of monthly premium | 0% of monthly premium |
| Long Term Disability | 100% of monthly premium | 0% of monthly premium |

13.3 Alberta Health Care Insurance

13.3.1 The Employer shall contribute 100% of the cost of the premiums of Alberta Health Care Insurance.

13.4 Supplementary Health Care Insurance Plan

13.4.1 Participation in the Supplementary Health Care Insurance Plan shall be a condition of employment for all eligible teachers unless the teacher has confirmed duplicate coverage.

13.4.2 The Employer agrees to contribute one hundred percent (100%) toward the cost of the monthly premiums payable for the Supplementary Health Care Insurance Plan for each eligible teacher who is participating.

13.5 Dental Plan

13.5.1 Participation in the Dental Plan shall be a condition of employment for all eligible teachers coming on staff with the commencement of the 1986/87 school year, unless the teacher has confirmed duplicate coverage.

13.5.2 The Employer agrees to contribute one hundred percent (100%) toward the cost of monthly premiums payable for the Dental Plan for each eligible teacher who is participating.

13.6 Health Care Spending Account

- 13.6.1 The Employer agrees to contribute an amount equal to one percent of each eligible teacher's annual employment earnings during each fiscal year (September 1 to August 31) to a Health Care Spending Account for the benefit of that teacher and his/her dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Articles 13.1, 13.1.1, 13.1.2, 13.1.3 and 13.1.3.1 of this Agreement.
- 13.6.2 The Employer agrees to contribute an amount equal to \$300 plus one percent (1%) of each eligible teacher's annual employment earnings during each fiscal year (September 1 to August 31) to a Health Care Spending Account for the benefit of that teacher and his/her dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Articles 13.1, 13.1.1, 13.1.2, 13.1.3 and 13.1.3.1 of this Agreement.
- 13.6.3 Provided there are no Alberta Health Care Insurance premiums the Employer shall contribute \$350 per annum to each eligible full-time equivalent teacher's Health Care Spending Account. Eligible part-time teachers shall receive a prorated amount based on the teacher's FTE assignment. Should the elimination or the re-instatement of the premium occur during a fiscal year the contribution shall be prorated based on the number of months remaining in the fiscal year divided by twelve (12).

14. EMPLOYEE AND FAMILY ASSISTANCE PLAN

- 14.1 The Employer shall provide at its cost an Employee and Family Assistance Plan. This plan shall provide a limited amount of confidential, professional counselling assistance to teachers and their family members.

15. EMPLOYMENT INSURANCE PREMIUM REDUCTION

- 15.1 It is understood that payments made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any reduction of premiums otherwise required under Employment Insurance Commission regulations.

16. MATERNITY AND PARENTAL LEAVES

16.1 Definitions

- 16.1.1 In this Article:
- a) "Date of delivery" means the date when the pregnancy of a teacher terminates with the birth of a child or when the pregnancy otherwise terminates;
 - b) "Medical certificate" includes a written statement for the purpose of this Article containing the signature of a physician.

16.1.2 Entitlement to Maternity Leave

- a) A pregnant teacher who has been employed by the Employer for fifty-two (52) consecutive weeks is entitled to maternity leave without pay as outlined below. During the maternity leave, the teacher, if eligible to participate, is entitled to continue benefit plan coverage on the same cost-sharing basis as other eligible teachers.
- b) A pregnant teacher referred to above is entitled to a maternity leave of:
 - i) a period not exceeding fifteen (15) weeks commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery, and not later than the date of delivery; and
 - ii) if the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.
- c) Subject to Article 16.1.4 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.

16.1.3 Notice of Maternity Leave

A pregnant teacher shall provide the Employer at least six (6) weeks notice in writing of the day on which she intends to commence maternity leave and, if requested by the Employer, shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

16.1.4 Shortening Maternity Leave

A teacher, with the agreement of the Employer, may shorten the duration of the six (6) week period following the actual date of delivery by providing the Employer with a medical certificate indicating that resumption of work will not endanger her health.

16.1.5 No Notice of Maternity Leave

A teacher who fails to comply with Article 16.1.3 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 16.1.2 if within two (2) weeks after she ceases to work she provides the Employer with a medical certificate which:

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

16.1.6 Supplemental Unemployment Benefit Plan

- a) The Employer shall implement a Supplementary Unemployment Benefit (SUB) Plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with 100% of her normal weekly earnings during the seven (7) weeks

following the date of delivery. Effective September 1, 2014, seven (7) weeks will be revised to eight (8) weeks. Upon ratification of a collective agreement by the parties following August 31, 2016, unless otherwise agreed by the parties, eight (8) weeks shall terminate and seven (7) weeks shall apply.

- b) To the extent that the teacher has sick leave days available, the SUB Plan will be paid for seven (7) weeks following the date of delivery provided the teacher qualifies for Employment Insurance benefits. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB Plan payments shall cease. Effective September 1, 2014, seven (7) weeks will be revised to eight (8) weeks. Upon ratification of a collective agreement by the parties following August 31, 2016, unless otherwise agreed by the parties, eight (8) weeks shall terminate and seven (7) weeks shall apply.
- c) For the duration of the maternity leave, the Employer shall continue to pay the employer's portion of the teacher's benefit plan premiums specified in Article 13.

16.2 **Parental Leave**

- a) The Employer shall grant parental leave to a teacher in the following circumstances:
 - i) 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;
 - ii) in the case of a parent who has been employed by the employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth; or
 - iii) in the case of an adoptive parent who has been employed by the employer for at least fifty-two (52) consecutive weeks, 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 for the purpose of adoption.
- b) If both parents are Employer employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is not required to grant parental leave to more than one employee at a time.

16.2.1 **Notice of Parental Leave**

- a) A teacher must give the Employer at least six (6) weeks of notice of the date the teacher will start parental leave unless:
 - i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
 - ii) the date of the child's placement with the adoptive parent was not foreseeable.

- b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 16.2.1(a), the teacher must give the Employer written notice at the earliest possible time of the date that the teacher will start or has started parental leave.

16.3 Prohibition Against Termination of Employment

The Employer shall not terminate the employment of or lay-off a teacher who:

- a) has commenced maternity leave; or
- b) is entitled to or has commenced parental leave.

16.4 Notice of Resumption of Employment

- a) A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Associate Superintendent of Schools and Human Resource Services at least four (4) weeks written notice of the date on which the teacher intends to resume work and, in no 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.
- b) Where a teacher is entitled to resume work under this Article, the Employer must:
 - i) reinstate the teacher in the position occupied when maternity or parental leave started; or
 - ii) if acceptable to the teacher, provide the teacher with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.
- c) A teacher who does not wish to resume employment after maternity or parental leave must give the Employer at least four (4) weeks written notice of intention to terminate employment.
- d) Notwithstanding the foregoing, when staff reduction or program elimination is necessary, the Employer may place the teacher in a position of comparable nature at not less than the same earnings and other benefits that had accrued to the teacher to the date that the leave commenced. With respect to staff reduction or program elimination, the teacher shall not have any advantage nor suffer any disadvantage as a result of having been on leave.
- e) A teacher is not entitled to resume working until the date specified in the written notice referred under Article 16.4(a).

17. OTHER LEAVES

- 17.1 A temporary leave of absence with pay shall be granted whenever a teacher is absent:
- a) For not more than four (4) teaching days because of each critical illness and/or death of spouse, common-law spouse, parent, child, brother, sister or parent of spouse. One (1) additional day for necessary travel shall be granted.

- b) For not more than four (4) teaching days because of the death of each grandparent, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild. One (1) additional day for necessary travel shall be granted.
- c) For not more than one (1) teaching day because of the death of each aunt or uncle.
- d) For one (1) teaching day necessary to write each examination in an academic or professional course.
- e) For not more than two (2) days to attend convocation exercises at a university at which he/she, his/her son, daughter or spouse is receiving a degree.
- f) For up to two (2) teaching days during his wife's confinement for the birth of their child.
- g) Because of impassable roads. Impassable roads mean roads temporarily closed by municipal or provincial authorities, or a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work unless Article 17.5 applies.

Additional leaves may be applied for under Articles 17.2 and 17.6.

- 17.2 A temporary leave of absence with pay for not more than four (4) teaching days may be granted by the Employer, because of the death of a close friend. The definition of "close friend" does not preclude kin or a member of the school staff.
- 17.3 Effective September 1, 2012, a teacher may request from the Associate Superintendent a maximum of four (4) days off per school year for personal reasons (personal leave). Regardless of the amount of time a teacher is away on any personal leave the entitlement to personal leave shall be reduced by one full day. For all approved personal leave, the teacher shall reimburse the Employer for the cost of a substitute teacher as provided for in Article 7.2, regardless of whether a substitute teacher is required; PROVIDED THAT, if a teacher is absent on personal leave for only part of the day, the pre-lunch or post-lunch cost of a substitute set out in Article 7.2, will be reimbursed, as the case may be, regardless of whether the personal leave is for the entire pre-lunch or post-lunch period. If the personal leave is taken during any part of both the pre-lunch or post-lunch periods then the substitute teacher cost to be reimbursed shall be the full day substitute rate set out in Article 7.2. Additionally, personal leave cannot be requested for a period not in the current school year (a school year being determined by the Board's school calendar in place from time to time); AND FURTHER the taking of personal leave is contingent upon there not being more than one hundred (100) requests for personal leave already approved by the Associate Superintendent for the day requested by the teacher unless the availability of substitute teachers allows the Associate Superintendent to consider a greater number of personal leave requests.

- 17.3.1 Effective September 1, 2014, the first approved day shall be at no cost to the teacher. Upon ratification of a collective agreement by the parties following August 31, 2016, unless otherwise agreed by the parties, this clause shall terminate and Article 17.3 shall apply.
- 17.3.2 The provisions of Article 17.3.1 shall not apply to part-time teachers employed on contract for less than 0.5 FTE.
- 17.4 A temporary leave of absence with pay, subject to the Association paying the Employer the per diem rate of a substitute teacher for each day of absence, shall be granted by the Employer for participation on A.T.A. provincial committees when requested by the Executive Secretary of the A.T.A.
- 17.5 When (a) school(s) is/are closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school(s).
- 17.6 Additional leaves of absence with or without pay and with or without employer contribution to the benefit plans as determined by the length of the leave pursuant to Article 13.1.3.1, may be granted to teachers for reasons which are deemed necessary by the Employer.
- 17.7 In the case of maternity leave followed by a 37 week parental leave under Article 16, a leave of absence for up to 18 weeks may be granted by the Employer, without pay and without employer contribution to the benefit plans.
- 17.7.1 For a teacher who wishes to resume work on the expiration of the leave granted under Article 17.7 the Employer shall:
- a) Reinstatement the teacher in the position occupied at the time the leave commenced; or,
 - b) If acceptable to the teacher, provide the teacher with alternative work of a comparable nature at no less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.

Notwithstanding the foregoing, when staff reduction or program elimination is necessary the Employer may place the teacher in a position of a comparable nature and at no less than the same wages, entitlements and other benefits that had accrued to the teacher to the date that the leave commenced. The teacher shall not have any advantage nor suffer any disadvantage as a result of having been on leave.

18. PROFESSIONAL DEVELOPMENT LEAVE

- 18.1 Professional Development Leave shall mean any leave of absence granted to a teacher for professional development through study, in-service education, educational conferences, or sabbatical leave.
- 18.2 The Employer shall contribute annually to the Professional Development Leave Fund two hundred and fifty dollars (\$250.00) for each teacher on contract by

September 30th of a school year whose contract continues until the last day of that school year.

- 18.3 The A.T.A. Local #35 shall contribute annually to the Professional Development Leave Fund thirty dollars (\$30.00) for each teacher on contract by September 30th of a school year whose contract continues until the last day of that school year.
- 18.4 Each teacher on contract by September 30th of a school year whose contract continues until the last day of that school year shall contribute to the Professional Development Leave Fund eight dollars (\$8.00) per month, to be deducted automatically from each teacher's monthly salary payment.
- 18.5 The Professional Development Leave Fund will be administered jointly by the Employer and A.T.A. Local #35 through a committee hereinafter called the Professional Development Leave Committee.
- 18.6 The membership of the Professional Development Leave Committee shall be composed of a maximum of three (3) representatives from the Employer and a maximum of three (3) representatives from the A.T.A. Local #35.
- 18.7 A minimum of one (1) sabbatical leave per year shall be granted by the Professional Development Leave Committee.
- 18.8 Funds, which have been contributed as set out in Article 18, and have not been allocated by the Professional Development Leave Committee by the end of a school year, shall be carried forward to the next school year.
- 18.9 Additional guidelines for Professional Development Leave shall be determined by the Professional Development Leave Committee.

19. MINIMUM SUPPORT SABBATICALS

- 19.1 Minimum Support Sabbaticals shall be available for teachers as outlined in Employer policy. This policy may be amended from time to time (subject to Article 21.1) at the sole discretion of the Employer.
- 19.2 Guidelines for Minimum Support Sabbatical shall be administered by the Professional Development Leave Committee who shall recommend candidates to the Employer for consideration.

20. GENERAL CONDITIONS

- 20.1 Subject to the approval of the Superintendent, staff deployment is the responsibility of the Principal. However, the Employer shall continue to have guidelines on maximum class sizes. These guidelines shall be amendable from time to time at the sole discretion of the Employer and shall not be the subject of a grievance or arbitration under this Agreement.

- 20.2 The Employer shall ensure that all school Principals provide within their school education plan the process used to consult teachers on the formulation of the school education plan.
- 20.3 An uninterrupted lunch break of not less than twenty (20) minutes shall be provided to all teachers.
- 20.4 The Employer shall provide funding to assist schools in the provision of supervision during the lunch break and the supervision of students loading and unloading from buses. The amount of funding provided shall be at the discretion of the Employer. The formula for allocation of these funds to schools shall be determined by the Employer following consultation with an Employer established allocation committee.
- 20.5 Nothing herein contained shall reduce the total salary of a teacher below the amount payable immediately prior to the effective date of this Agreement.
- 20.6 This Agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 20.7 Subject to Article 21.1, the Employer retains all those residual rights of management not specifically limited by the terms of this Agreement.
- 20.8 This Agreement and its attachments constitute the entire agreement between the Employer and the Association.
- 20.9 **Subrogation**
- 20.9.1
- a) Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.
 - b) Interest means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act, RSA 2000, c.J-1*, and amendments and regulations thereto.
 - c) Judgement 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 Employer
 - e) Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 20.9.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer 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 Employer 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 Employer incurring a cost of absence;

- b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- c) the Employer 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 Employer and to provide, at the Employer'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 Employer as to the amount of the cost of absence to be recovered by the Employer;
- f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- h) the Employer's consent to settlement shall not be unreasonably withheld.

20.9.3 When as a result of judgement or settlement with the consent of the Employer, 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 Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

20.9.4 When as a result of a judgement or settlement with the consent of the Employer, 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 Employer, 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.

20.9.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this Article 20.9.

20.9.6 In exercising any of its rights under Article 20.9, the Employer shall have due regard for the interests of the teacher.

21. TEACHER-EMPLOYER ADVISORY COMMITTEE

21.1 The Association and the teachers recognize the right and the responsibility of the Employer to formulate policy. The Employer agrees that they will not implement changes in the existing Employer policies regarding the present working conditions, which are not covered in this Agreement without having the

matter considered by a Teacher-Employer Advisory Committee consisting of the following:

- a) Four (4) teacher representatives, one of which shall be a non-voting member of the committee.
- b) Three Trustees of the Employer; and
- c) Superintendent of Schools, who shall be a non-voting member of the committee.

21.1.1 In the event that the Teacher-Employer Advisory Committee does not consider the changes to existing Employer policies referred to it within ninety (90) school days the Employer is at liberty to implement the changes outlined to the Teacher-Employer Advisory Committee.

21.1.2 The Teacher-Employer Advisory Committee will meet when either party deems it necessary.

22. APPEAL OF ASSIGNMENT

22.1 When a teacher believes that the demands created by his/her teaching assignment are excessive, the teacher may appeal the assignment as per the procedure outlined in Employer policy. Decisions on all such appeals shall be at the sole discretion of the Employer and shall not be the subject of grievance or arbitration under this Agreement.

23. GRIEVANCE PROCEDURE

23.1 Any difference between an employee covered by this Agreement and the Employer, or in a proper case between the Local of the Alberta Teachers' Association and the Employer concerning the interpretation, application, operation, or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows.

23.2 Such difference (hereinafter called a "grievance") shall first be submitted in writing to the Secretary Treasurer of the Employer and to the Economic Policy Committee Chair of the A.T.A. Local #35. Such written submission shall be made within sixty (60) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of 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. The Secretary Treasurer shall render his/her decision within fifteen (15) days.

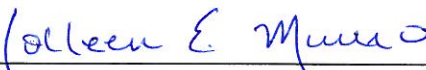
23.3 In the event the grievance has not been settled within fifteen (15) days after the date of submission of the grievance, the teacher may present, within five (5) days thereafter in writing a statement of the nature of the grievance to the Secretary Treasurer of the Employer and the Economic Policy Committee Chair of the A.T.A. Local #35 requesting consideration of the grievance by the Grievance Committee.

- 23.3.1 The Grievance Committee shall be composed of two (2) teacher representatives of the A.T.A. Local #35 and two (2) representatives of the Employer.
- 23.3.2 The quorum of the Grievance Committee shall consist of all members.
- 23.3.3 The Grievance Committee shall meet and endeavour to resolve the grievance within twenty-one (21) days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 23.4 If the Grievance Committee does not reach a unanimous or any decision within the said time, then either party may by written notice served on the other party require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) days after the date the aforesaid twenty-one (21) day limit expires or the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.
- 23.5 Each party shall appoint one (1) member 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 members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person, who shall be the Chairman. In the event of any failure to appoint a Chairman, either party may request the Director of Mediation Services to make the necessary appointment.
- 23.6 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 23.7 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 23.8 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.
- 23.9 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman, provided however, that this time period may be extended by written consent of the parties.
- 23.10 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 Chairman.

- 23.11 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 23.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 23.13 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

IN WITNESS WHEREOF the parties to this Agreement have duly executed these presents the day and year first above written.

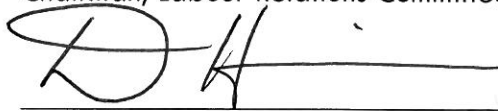
ROCKY VIEW SCHOOL DIVISION NO. 41



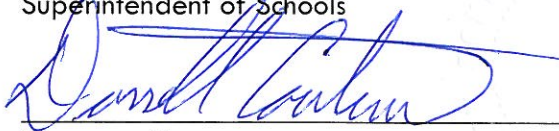
Chairman, Board of Trustees



Chairman, Labour Relations Committee



Superintendent of Schools



Secretary-Treasurer

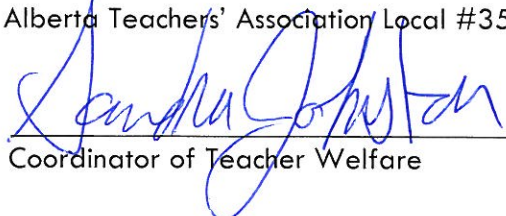
ALBERTA TEACHERS' ASSOCIATION



Chair, Negotiating Sub-Committee
Alberta Teachers' Association Local #35



President
Alberta Teachers' Association Local #35



Coordinator of Teacher Welfare

LETTER OF UNDERSTANDING – Extracurricular Activities

The Employer and the Association agree that while both the Employer and the Association acknowledge the value of extracurricular activities in enriching our schools, it is recognized that teacher involvement in extracurricular activities is voluntary.

LETTER OF UNDERSTANDING – Travel to Employer Mandated Professional Development Functions

Effect September 1, 2004 the employer agrees that travel to Employer mandated professional development functions will be addressed in the following manner:

Professional development activities that are organized and delivered under the Employer's direction, which teachers are directed to attend (Employer PD functions), the Employer will amend its Policy DLC, or create a new policy, to provide that teachers attending Employer PD functions will be paid for any additional travel to such functions over what a teacher would travel if the teacher was to report to his/her home school. The allowance will be based on actual kilometers driven, and to that end, the teacher will need to know and advise of the actual kilometerage that is traveled normally between the teacher's residence and the teacher's home school by the most direct reasonable route, and the actual kilometerage driven from the teacher's residence to the PD function by the most direct reasonable route, so teachers will need to keep track of the kilometers driven to an Employer PD function. The honour system will be used. The exact wording will be worked out in consultation with the A.T.A. once the new collective agreement, currently being negotiated is ratified by both parties but, the foregoing principles will be reflected in the wording.

LETTER OF UNDERSTANDING – Instructional Time Limit

Effective September 1, 2005 the Employer cannot require a full time teacher to provide more than 905.67 instructional hours in a school year. A part-time teacher's contract of employment shall be based on the ratio of the teacher's instructional hours divided by 905.67.

Instructional hours shall include the following time assigned by the Employer:

- Direct instruction to students
- Time scheduled for direct instruction to students but authorized by the Employer to be used for professional development, committee work and other Employer assigned duties.
- Time scheduled for direct instruction to students but taken by the teacher as a leave as authorized by this Collective Agreement
- Parent teacher interviews.

The parties agree that prior to a teacher initiating a grievance regarding their instructional time assignment under this Letter the teacher shall appeal, not later than thirty days after the receipt of an instructional assignment, his/her instructional assignment to the Associate Superintendent of Human Resources.

This letter of understanding shall expire as of June 30, 2016 regardless of whether the Collective Agreement continues or not after August 31, 2016.