

**AGREEMENT**

**BETWEEN**

**NORTHERN GATEWAY  
REGIONAL DIVISION NO. 10**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

**September 1, 2012 To August 31, 2016**

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**THIS AGREEMENT** is made pursuant to The School Act and the Labour Relations Code.

**BETWEEN:**

**THE NORTHERN GATEWAY REGIONAL DIVISION NO. 10** (hereinafter called "THE BOARD")

**OF THE FIRST PART**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**, a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "THE ASSOCIATION")

**OF THE SECOND PART**

**WHEREAS** The Association is the bargaining agent for the teachers employed by the Board;  
and

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

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

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

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

To this end, the Board agrees to inform in writing a representative of their respective teaching staff of proposed changes to policies and regulations which directly affect the working conditions of said teachers. The teacher representative will respond to such proposals within fifteen (15) consecutive days of being notified. It is the responsibility of the teaching staff to notify the Board of the name of its representative.

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

**1. SCOPE**

- 1.1 This Agreement applies to those employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of Alberta Education herein collectively called the teachers, or, where the context requires, teacher.
- 1.2 Notwithstanding clause 1.1, the following employees shall be excluded from this agreement:
- (a) Superintendent
  - (b) Deputy Superintendent
  - (c) Directors
  - (d) Assistant Superintendent
- 1.3 For the Board's portion of the benefit premium contributions, the provisions of this agreement shall apply to part-time teachers on a pro-rated basis for those teachers who teach less than 0.5 F.T.E. per school year. Any teacher at 0.3 FTE or less may opt out of the benefit plans listed in clause 12.1. The FTE is determined by the most recent communication from the Superintendent/designate confirming the percentage of full time equivalency relating to the part time teacher.
- 1.4 For the purpose of this agreement, "operational days" shall be as established in the Board's school year annual calendar.

**2. TERM AND EFFECTIVE DATE**

- 2.1 This Agreement takes effect on September 1, 2012 and terminates on August 31, 2016. Either party may give to the other not less than 60 days nor more than 150 days prior to termination of this Agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties, both parties shall exchange details of all amendments sought.

**3. SALARY SCALE**

- 3.1 The Board shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.
- 3.2 The number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the Board.

3.2.1 Salary Grid effective September 1, 2012.

Teachers with three (3) years education shall be placed on year 4 of teacher education and year 4 of teaching experience on the grid.

<u>Years of Experience</u>	<u>YEARS OF TEACHER EDUCATION</u>		
	4	5	6
0	58966	61828	65162
1	62565	65465	68788
2	66142	69085	72440
3	69742	72760	76094
4	73525	76606	79957
5	77395	80504	83888
6	81196	84363	87747
7	84781	88012	91460
8	88738	92043	95492
9	92373	95724	99180

Salary Grid effective September 1, 2015 (2% increase).

<u>Years of Experience</u>	<u>YEARS OF TEACHER EDUCATION</u>		
	4	5	6
0	60145	63065	66465
1	63816	66774	70164
2	67465	70467	73889
3	71137	74215	77616
4	74996	78138	81556
5	78943	82114	85566
6	82820	86050	89502
7	86477	89772	93289
8	90513	93884	97402
9	94220	97638	101164

A one-time lump sum payment of one percent (1%) of the annual salary, prorated for FTE, 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, funded by Government and paid no later than the end of December of 2015.

**4. ADDITIONAL ALLOWANCES**

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

4.1.1 **Effective September 1, 2012**

Coordinator - \$4,854

The position of Coordinator shall be approved by the Superintendent or designate.

Pre-School Programs - \$7.37 per child provided:

- (a) such programs are approved but not administered by the Board; and,
- (b) the children participating in these programs are attending two half-days per week; and,
- (c) the Principal has been assigned responsibility for administrative matters related to such programs

**Principal**

Base Allowance \$12,432

- Per student for the first 100 students \$ 0.00
- Per student for 101 to 150 students \$ 74.37
- Per student for 151 to 300 students \$ 31.11
- Per student thereafter \$ 24.17

Notwithstanding the base rate, no principal will receive an allowance of less than \$13,534.

**Effective September 1, 2015 (2% increase)**

Coordinator -\$4,951

Pre-School Programs - \$7.52 per child provided:

Principal - Base Allowance - \$12,681

- Per student for the first 100 students \$ 0.00
- Per student for 101 to 150 students \$ 75.86
- Per student for 151 to 300 students \$ 31.73
- Per student thereafter \$ 24.65

Notwithstanding the base rate, no principal will receive an allowance of less than \$13,805.

**Assistant Principal(s)**

- (a) Each Assistant Principal shall receive one half (1/2) the allowance paid to the Principal under this clause.

4.2 Student count shall be on September 30 of each year. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one-half student.

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

- 4.4 A teacher, who agrees to render professional service during any vacation period, at the request of the Superintendent, shall be paid 1/200 of his/her grid position salary for each day of work.
- 4.5 Divisional Coordinator - A teacher in a position of Divisional Coordinator will work a 12 month year with six weeks vacation. A minimum of three consecutive weeks can be accessed during the summer vacation period. Effective September 1, 2012, the salary for a Divisional Coordinator shall be \$112,252 per annum. Effective September 1, 2015, the salary for a Divisional Coordinator shall be \$114,497 per annum.
- 4.6 If an administrator is transferred to a position with a lesser allowance, that Principal or Assistant Principal shall retain the same administrative allowance as currently earned for a period of two years or until the allowance of the new position exceeds the amount of the retained allowance, whichever occurs first.

## **5. YEARS OF TEACHER EDUCATION**

- 5.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.
- 5.2 The adjustment dates for changes in salary based on teacher education shall be at the commencement of the school year or February 1.
- 5.3 Proof of teacher education or satisfactory evidence of having applied for same must be submitted to the Board within 60 calendar days of the above mentioned adjustment dates or commencement of employment. If proof is received within the number of days specified in this clause, payment shall be made retroactive to the above mentioned adjustment dates or commencement of employment. Failure to submit proof or satisfactory evidence of application shall result in salary adjustment commencing the month following receipt by the Board.
- 5.3.1 Until such time as the Board receives satisfactory proof of teacher education, the teacher will be placed at the lowest grid placement commensurate with the teacher's education as evidenced by an acceptable statement of educational qualification.

## **6. YEARS OF TEACHING EXPERIENCE**

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

Substitute teaching shall be counted as teaching experience if a teacher is employed for more than five (5) consecutive days in the same teaching position. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until a teaching experience increment has been received.

- 6.2 The number of years of teaching experience earned by a teacher prior to engagement by the Board is counted as if it has been teaching experience in schools under the Board's jurisdiction.
- 6.3 The adjustment date for changes in the number of years allowed for years of teaching experience shall be at the commencement of the school year or February 1. No teacher will be entitled to receive more than one (1) experience increment in any one school year.
- 6.4 Each teacher shall supply proof of previous teaching experience within 60 calendar days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience. If proof or satisfactory evidence of application is received within the number of days specified in the clause, payment shall be made retroactive to the first day of commencing teaching duties.
  - 6.4.1 Failure to comply with clause 6.4 or until such time as the Board receives satisfactory proof of claimed previous teaching experience, the teacher will be placed at the lowest grid placement commensurate with the teacher's education as evidenced by an acceptable statement of educational qualification. In the absence of such an acceptable statement of qualification, the teacher will be placed at the lowest grid placement for experience. Upon receipt of proof or satisfactory evidence of having applied for the same, payment shall be made commencing the month following the receipt by the Board.
  - 6.4.2 The Board shall keep up to date records of each teacher's service with the Board. A copy of this shall be provided to a teacher upon request.
- 6.5 When a letter of authority is issued for a portion of a year to enable due processing of documents by the Registrar's office prior to the teacher's receipt of an Alberta Teaching Certificate, the teacher shall be placed in the teacher's experience category as per Article 6.
- 6.6 No teacher shall receive increments for experience gained while he/she was not holding a valid teaching certificate or letter of authority.
- 6.7 Notwithstanding clause 6.6, clause 6.7 shall apply to vocational teachers.



- 6.7.1 In this clause, a vocational teacher is one who is teaching vocational shop or business education courses for at least half of his/her teaching day.
- 6.7.2 Vocational teacher salary entitlement, provided he/she has no previous teaching experience as a certified teacher, will be the minimum salary rate according to his/her evaluation of teacher education for salary purposes.
- 6.7.3 In addition to his/her salary rate, each vocational teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case his/her total salary shall not exceed the maximum salary rate according to his/her evaluation of teacher education.

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

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

**7. ADMINISTRATIVE ALLOWANCES**

- 7.1 Payment of administrative allowances according to article 4 of this agreement shall commence on the effective date of appointment.
- 7.2 When in the absence of the principal an assistant principal acts in his/her place for a period of five (5) or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which he/she is so designated commencing on the 6th day.
  - 7.2.1 In a school where there is no assistant principal, a teacher shall be designated by the Board to be acting principal in the absence of the principal. The designate shall be paid according to Clause 4.1.1 should the principal be absent.
  - 7.2.2 When both the principal and assistant principal are absent, a teacher shall be appointed acting principal. The teacher so appointed shall be paid according to Clause 4.1.1 should the principal and assistant principal be absent.

**8. SUBSTITUTE TEACHERS**

- 8.1 A substitute teacher is a teacher employed on a day-to-day or half-day basis.

- 8.2 For the first five (5) days of substitute service, in each instance, payment will be according to the following schedule:

**Effective September 1, 2012**

- per diem - \$202.37

- per half-day - \$107.53

The above rates of pay include 4% vacation pay.

**Effective September 1, 2015 (2% increase)**

- per diem - \$206.42

- per half-day - \$109.68

The above rates of pay include 4% vacation pay.

- 8.2.1 Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive school days, shall be paid effective the sixth (6) day according to placement on the salary grid subject to the terms of this Agreement.

- 8.3 A substitute teacher shall provide evidence of teacher education and teaching experience as per articles 5 and 6 within 60 calendar days of being eligible for placement on the grid.

- 8.4 When a teacher is absent, a certificated substitute will be hired to replace that teacher whenever reasonably possible.

**9. SALARY PAYMENT**

- 9.1 Save and except substitute teachers, each teacher shall be paid:

- (a) One-twelfth of his/her annual rate of salary on or before the twenty-seventh (27th) of each month, excluding December.
- (b) In December, payment shall be on the last operational day.
- (c) Teachers may arrange for an early July payment of salary to be paid with the June payment by making written application to the Superintendent by May 31.

- 9.1.1 Notwithstanding where a teacher has resigned, the teacher shall be paid in accordance with the *School Act* as amended from time to time..

- 9.2 The Board shall normally make salary payments by electronic funds transfer.

- 9.3 Substitute teachers will be paid on or before the tenth (10th) day of the following month.

**10. ASSISTANT PRINCIPALS**

10.1 No teacher designated as assistant-principal on or before September 1, 1997, shall have that designation terminated by reason of the Board's decision to eliminate the position, unless the Superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.

**11. SICK LEAVE**

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

(a) In accordance with the provision of the School Act, a teacher in their first year of service with the Board and whose contract commences after the beginning of a school year shall receive sick leave on a pro-rata basis as follows:  
$$\frac{\text{number of school days under contract}}{9} = \text{number of sick leave days}$$

(b) a teacher in their first year of service with the Board whose contract commences at the beginning of a school year shall have 20 sick leave days available effective the first day of the school year.

(c) a teacher with one or more years of service with the Board shall have 90 calendar days of sick leave available effective the first day of the school year.

11.2 When any teacher has been continuously absent due to medical disability for 90 calendar days, the ASEBP extended disability plan shall take effect and no remaining entitlements to salary or benefit premiums shall be paid. Prior to expiry of the qualifying period under the extended disability plan, a teacher absent due to sickness shall make application for extended disability benefits and upon expiry of the said qualifying period such teacher shall no longer be eligible to receive sick leave benefits.

11.3 Where a teacher has suffered an illness and/or has been paid under the provisions of the ASEBP, upon his/her return to full-time duty, he/she shall be entitled to sick leave benefits in accordance with the following schedule:

(a) In instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement will be made contingent upon the Board receiving a certificate signed by a medical practitioner verifying that the teacher is able to return to work and assume all duties and responsibilities on a continuing basis.

(b) If the same illness reoccurs within a six (6) month period, under the terms of the ASEBP the teacher shall make application to resume benefits under the plan.

- (c) Teachers who acquire and exhaust their sick leave under clause 11.1 c), shall be eligible for sick leave for any new illness in accordance with clause 11.1 c), provided the teacher returns to work for ten (10) consecutive operational days.
  - (d) Teachers who acquire and exhaust their sick leave in accordance with clause 11.1 b), and who return to work for ten (10) consecutive operational days, shall be eligible for a further two days per month for the remainder of the school year.
- 11.4 All sick leave shall terminate upon the termination of the employment with the Board.
- 11.5 A teacher absent for three (3) consecutive operational days or less due to illness or other disability must submit with the pertinent month end form the reason for the absence.
- 11.6 A certificate of illness from a qualified medical practitioner is required by the Board to support a request for sick leave with pay if the absence exceeds three (3) consecutive operational days. Requests with the supporting certificate must be submitted to the office of the Board and must be attached with the month end reports, unless the teacher is unable for circumstances beyond his/her control, to provide the supporting certificate. Additional certification may be requested to validate continued absence.
- 11.7 The Board may require a teacher to submit to a medical examination by a Board designated doctor. The expense of the medical examination will be borne by the Board. Travel and meal rates will be paid in accordance with Board policy.
- 11.8 Sick leave shall be recorded for full days or half days only.

**12. ALBERTA SCHOOL EMPLOYEE BENEFIT PLAN AND ALBERTA HEALTH CARE INSURANCE**

- 12.1 Effective September 1, 2012, the Board will contribute on behalf of each participating teacher the following percentage of premiums for the following noted health care plans:
- (a) Alberta Health Care – 96 per cent
  - (b) Extended Disability Plan D - Alberta School Employee Benefit Plan – 96 per cent
  - (c) Life Insurance Plan Schedule 2 - Alberta School Employee Benefit Plan – 96 per cent
  - (d) Extended Health Care Plan I - Alberta School Employee Benefit Plan – 96 per cent
  - (e) Dental Plan 3 - Alberta School Employee Benefit Plan – 96 per cent
  - (f) Vision Care Plan 3 - Alberta School Employee Benefit Plan – 96 per cent

Effective September 1, 2014, the Board's contribution toward the costs of the premiums shall be as follows:

- (a) Alberta Health Care – 96 per cent
  - (b) Extended Disability Plan D - Alberta School Employee Benefit Plan - 100 per cent
  - (c) Life Insurance Plan Schedule 2 - Alberta School Employee Benefit Plan - 100 per cent
  - (d) Extended Health Care Plan I - Alberta School Employee Benefit Plan - 100 per cent
  - (e) Dental Plan 3 - Alberta School Employee Benefit Plan - 100 per cent
  - (f) Vision Care Plan 3 - Alberta School Employee Benefit Plan - 100 per cent
- 12.2 The contributions made by the Board aforesaid shall permit it to retain and not to pass on to teachers any rebates or premiums otherwise required under Employment Insurance Commission Regulations.
- 12.3 The Board's contribution shall be applied first to non-taxable components.
- 12.4 Participation in the aforesaid Extended Disability and Life Insurance Plans is mandatory for teachers appointed to staff as of November 9th, 1971 and thereafter. Participation in the Extended Health Care plan aforesaid is mandatory for all teachers hired or appointed to staff as of September 1, 1998 and thereafter. Participation in the dental plan aforesaid is mandatory for all teachers appointed as of September 1, 1982 and thereafter. Participation in the Vision Care aforesaid is mandatory for all teachers appointed as of September 1, 2003 and thereafter.
- 12.5 Any teacher who has equivalent coverage provided through their spouse may waive coverage under the ASEBP Dental Plan, Extended Health Care and Vision Care Plan 3.
- 12.6 The only obligation of the Board pursuant to this provision shall be to pay its percentage share of premiums. The benefits provided are provided through insurance plans and the administration of such plans shall be subject to, and governed by, the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 12.7 The Board will establish, for each eligible teacher, a Health Spending Account (HSA) for the use of the eligible teacher, his/her spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2012, the Board will establish annual HSA credits of \$350 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

### **13. PROFESSIONAL IMPROVEMENT LEAVE**

- 13.1 Professional improvement leave shall mean a leave of absence granted by the Board in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.
- 13.2 To be eligible for professional improvement leave under clause 13.1 the teacher shall have served a Board for five (5) consecutive years, immediately prior to granting of such leave.
- 13.3 Professional improvement leave for a period of less than one year may be granted by the Board and remuneration shall be pro-rated to amount of salary set forth in Clause 13.8.
- 13.4 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to his/her duties following expiration of his/her leave and shall not resign or retire from teaching service, other than by mutual agreement between the Board and the teacher for a period of at least two years after resuming his/her duties.
- 13.5 All applications for professional improvement leave shall be submitted to the Board by February 1 preceding the school year in which the professional improvement leave is to commence.
- 13.6 The Board shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional leave of absence.
- 13.7 The Board shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 13.8 A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal installments on the last day of each month, in accordance with the following schedule:  
September 1, 2012 - \$35,114  
September 1, 2015 - \$35,816
- 13.8.1 A teacher who is granted Professional Improvement Leave shall be entitled to participate in the Alberta School Employee Benefit Plan. The Board shall contribute toward required premiums as indicated in clauses 12.1, 12.2, 12.3 and 12.4.
- 13.9 Prior to leave being granted, the Board and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

**14. LEAVES OF ABSENCE**

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

- (a) In the event of death of a teacher's spouse or child a time up to and including five operational days,
- (b) In the event of critical illness on the part of the teacher's spouse or child, time up to and including four (4) operational days,
- (c) In the event of critical illness or death of a teacher's relative, time up to and including three (3) operational days provided such relative is a parent, brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,
- (d) In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one operational day.
- (e) Additional such leave as outlined above, where required, may be granted upon application to the Board. This additional leave will not be counted as personal leave.

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

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

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

14.4 The Board shall grant temporary paternal leave, with salary and benefits, of one (1) operational day in the event of a birth. The day taken shall be either the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.

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

- 14.6 Leave of absence for collective bargaining shall be granted to a maximum of three (3) teachers without loss of salary and benefits, provided however, that the Board shall be reimbursed by The Alberta Teachers' Association for the cost of any substitute hired.
- 14.7 Temporary Personal Leave of Absence for not more than three (3) operational days in total in any school year shall be granted to each teacher.

The first day of such leave shall be at full salary and benefits. The remaining two days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of a substitute is forthcoming to the Board through payroll deductions, regardless of whether the school required a substitute to cover that teacher's duties.

A teacher taking such leave shall present a signed statement regarding the reason for absence (for clarity, it is understood that a reason, other than "personal leave/reason", must be provided). The principal shall receive reasonable advance notice that such leave is to be taken. Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods.

This leave must be taken as half days or full days.

The salary of the substitute is to be as per clause 8.2.

- 14.8 The first day of personal leave in any given year may be accumulated to a maximum of four (4) operational days.
- 14.8.1 Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods, and the Board, at its discretion, may restrict such leave to a maximum of five (5) consecutive operational days. Under exceptional circumstances a teacher may access additional leave under clause 14.11.
- 14.8.2 Requests for leave under this clause require prior consultation with the principal. Reasons for such leave must be outlined and the appropriate form must be completed. Failure to comply with these provisions will result in loss of salary. It is the teacher's responsibility to ensure they have sufficient leave to meet this request. Accumulated personal leave shall be granted unless such leave unduly interferes with the operation of the school and/or system.
- 14.9 A teacher is entitled to 2 operational days per school year for family medical attention at full salary and benefits. The Board at its discretion may require a signed certificate by a medical practitioner or a letter of notification submitted to the Superintendent within thirty (30) days of return to duties. For the purpose of this clause a family member shall be as per 14.1 (b) and (c).
- 14.10 Leave of absence without loss of salary and benefits shall be granted:



- (a) for jury duty or any summons related thereto,
- (b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- (c) 14.10(b) shall not apply when a teacher or the A.T.A. is taking action against the Board.

14.11 Additional leaves of absence may be granted by the Superintendent: with salary and benefits, with salary and benefits less the cost of the substitute, or without salary and benefits.

14.12 For a part time teacher, one day of leave under article 14 means one of the teacher's scheduled working days.

## **15. MATERNITY, ADOPTION AND PARENTING LEAVE**

15.1 The Board agrees to administer maternity and parental leaves in compliance with the provisions of the Employment Standards Code of Alberta and in accordance with the Board's Supplements to EI Maternity Benefit Plan.

15.2 Employees are entitled to maternity leave without salary for a period not exceeding fifteen (15) weeks.

15.2.1 When possible, an employee will notify the Board of her leave requirements three (3) months in advance of the first day of the leave. The employee shall determine the commencement of the leave.

15.2.2 A medical certificate stating the expected date of delivery shall accompany such notification.

15.2.3 An employee on maternity leave shall provide the Board with four (4) weeks written notice of the date she wishes to return to work, and upon her return to work, she will be placed in her former teaching duties or to a comparable teaching position.

15.2.4 a) The Board will implement an Employment Insurance Maternity Benefit Top-up Plan which a teacher may access for pay during the health related portion of her leave which will top-up the teacher's weekly Employment Insurance benefits such that the sum of the weekly Employment Insurance benefits and the top-up will equal 100% of the teacher's normal weekly salary. The Employment Insurance Maternity Benefit Top-up Plan shall be payable for a maximum period covered by accumulated sick leave.

b) If a teacher is not eligible for Employment Insurance Maternity benefits, the teacher may access accumulated sick leave for the health related portion of her leave.

- 15.3 Employees are entitled to Adoption or Parental leave without pay or benefits for a period not exceeding fifty-two (52) weeks.
- 15.3.1 The combinations of maternity/parental leave shall not exceed fifty-two (52) weeks.
- 15.3.2 When possible the employee will notify the Board of his/her leave requirements five (5) weeks in advance of the first day of the leave.
- 15.3.3 An employee on Adoption/Parental leave may continue his/her benefit coverage only if the employee pays the entire premium for the benefit plan.
- 15.4 (a) An employee on Adoption/Parental leave shall provide the Board with at least four (4) weeks written notice of the date the teacher wishes to return to work. Where the leave exceeds six (6) weeks, the return to work should coincide with natural breaks or reporting periods during any school year. Upon return to work, the teacher will be placed in the teacher's former teaching duties or to a comparable teaching position.
- (b) If a teacher is not eligible for Employment Insurance maternity benefits, the teacher may access accumulated sick leave for the health related portion of her leave.

## **16. THE SCHOOL YEAR**

- 16.1 Teachers will not be required to render service for more than 200 operational days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.
- 16.2 Notwithstanding clause 16.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation.
- 16.3 The date upon which a teacher will be required to render the first (1st) day of service in any school year shall be announced by the Board not less than four (4) calendar months prior to such date.
- 16.4 The week following Easter Sunday will continue to be a vacation period, unless agreed otherwise by the Board and its teachers.

## **17. TRANSFERS**

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

## **18. GRIEVANCE PROCEDURE**

- 18.1 Any difference between an employee covered by this agreement and the Board or, in a proper case between the local of The Alberta Teachers' Association and the Board concerning the interpretation, application, operation, or alleged violation of this agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.
- 18.2 Such difference (hereinafter called 'a grievance') shall first be submitted in writing to the Secretary-Treasurer of the Board and to the chairperson of the local economic policy committee. Such written submission shall be made within fifteen (15) school days after the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought.
- 18.3 The grievor and/or representative shall be present at any grievance hearing. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within 21 school days following receipt of the submission and shall dispose of each grievance before proceeding to another.
- 18.4 If the grievance is not resolved within the said time then either party may by written notice served on the other party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) school days after the date the aforesaid twenty-one (21) school day limit expires or the date the grievance committee renders a decision, whichever is shorter.
- 18.5 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) school days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) 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.
- 18.6 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 18.7 The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.
- 18.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a

majority, the decision of the chairperson governs and it shall be deemed to be the award of the Board.

- 18.9 The arbitration board shall give its decision not later than fourteen (14) school days after the appointment of the chairperson provided, however, that this time period may be extended by written consent of the parties.
- 18.10 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chairperson.
- 18.11 All of the aforesaid time limits referred to in the grievance procedure shall be deemed to be consecutive school days.
- 18.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the board) a grievor fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. Should the Board fail to respond to the grievor within the specified time period, the grievor may process the grievance to the next step in the procedure.
- 18.13 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

## **19. DEFERRED SALARY LEAVE PLAN**

- 19.1 The Board agrees to implement a Deferred Salary Leave Plan as approved by Revenue Canada.

## **20. NORTHERN TRAVEL BENEFIT**

- 20.1 Agree in principle to insertion of new wording subject to being approved by Revenue Canada and there being no cost to the Board.

## **21. PRESIDENTIAL RELEASE TIME**

- 21.1 Release time shall be provided up to 0.25 FTE for the Local President to conduct local business, with the Local covering the cost. This time is to be allocated in the regularly scheduled assignment with consideration to the operational requirements of the school.

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

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

IN WITNESS THEREOF the parties hereto execute this Agreement this 9th day of March, 2015 by affixing to the signatures of their proper officers on their behalf.

On behalf of the NORTHERN GATEWAY REGIONAL DIVISION NO. 10

R. A. Buzgala  
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\_\_\_\_\_  
\_\_\_\_\_

On behalf of the NORTHERN GATEWAY TEACHERS' NEGOTIATING SUBCOMMITTEE

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

On behalf of THE ALBERTA TEACHERS' ASSOCIATION

[Signature]  
\_\_\_\_\_  
Coordinator of Teacher Welfare

**LETTER OF UNDERSTANDING RE: PRINCIPAL LIEU DAYS**

Effective September 1, 2013, school-based principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and the superintendent, the Board shall pay out the unused paid leave days at 1/200<sup>th</sup> of the principal's annual salary and allowance by the end of June each year. This letter expires and shall have no further force and effect as of June 30, 2016.

**LETTER OF UNDERSTANDING RE: ALBERTA HEALTH CARE PREMIUMS**

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