

A.T.A SALARY AGREEMENT

**THE BOARD OF THE GRANDE PRAIRIE ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT NO. 28**
(hereinafter called the "Board")

AND

THE ALBERTA TEACHERS' ASSOCIATION
A body corporate incorporated under the laws of the
Province of Alberta
(Hereinafter called the "Association")

TERM: September 1, 2012 to August 31, 2016

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GRANDE PRAIRIE RCSSD No. 28

A.T.A. COLLECTIVE AGREEMENT for September 1, 2012 to August 31, 2016

THIS AGREEMENT is made in duplicate this 23 of March 2015, pursuant to the School Act, 2002, and the Labour Relations Code.

BETWEEN:

**THE GRANDE PRAIRIE ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT NO. 28**
(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 of employment and the salaries of the teachers have been the subject of negotiation between the parties;

AND WHEREAS the parties have agreed to set forth these matters in an agreement to govern the terms of employment of the said teachers.

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

- 1.0 This agreement applies to employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, hereinafter collectively called the teachers, or, where the context requires, teacher. The Superintendent of Schools of the Grande Prairie RCSSD No. 28 and any other designations which include the term Superintendent are excluded from this agreement and such directors as may be appointed by the Board.
- 1.1 A Director is a person who is allocated district-wide responsibilities by the Superintendent and becomes privy to confidential information of the Board.
- 2.0 The salaries and the terms of the teachers' employment with the Board are governed by the provisions of this agreement and any statutory provision relating thereto.
- 3.0 This agreement takes effect on September 1, 2012 and shall remain in effect until August 31, 2016 or until varied by collective bargaining. Either party to this collective agreement may give notice to terminate or amend this agreement not less than sixty (60) days and not more than one hundred fifty (150) days immediately preceding the date of expiry of this agreement. Notice shall be in writing.

At the first meeting between the parties following such notice, the parties shall exchange particulars of the amendments the parties seek.

4.0 Salary Schedule

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

Save and except substitute teachers, each teacher shall be paid one twelfth (1/12) his/her annual rate of salary on the last Friday of each month, except December which shall be on the last teaching Friday.

- 4.01 The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board, except those teachers under Clause 8.

Tabulated below are the minimum and the maximum salary rate and the experience increments for each year of university education.

4.02 Salary Grid

September 1, 2012 – August 31, 2015

		<u>Years of Teacher Education</u>					
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
E	0	42,625	43,527	48,566	59,437	62,431	65,937
X	1	43,841	46,011	50,807	63,147	66,181	69,705
P	2	45,062	47,761	53,054	66,858	69,932	73,472
E	3	46,279	49,881	55,295	70,569	73,677	77,239
R	4	47,496	52,016	57,544	74,278	77,430	81,005
I	5	48,714	54,118	59,783	77,990	81,181	84,775
E	6	49,932	56,233	62,028	81,698	84,929	88,542
N	7	51,122	58,353	64,273	85,408	88,680	92,305
C	8	52,363	60,466	66,517	89,118	92,431	96,078
E	9	53,583	62,587	68,760	92,831	96,181	99,843

September 1, 2015 – August 31, 2016

		<u>YEARS OF TEACHER EDUCATION</u>					
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
E	0	43,777	44,397	49,538	60,626	63,679	67,256
X	1	44,718	46,931	51,824	64,410	67,505	71,099
P	2	45,963	48,717	54,115	68,195	71,331	74,941
E	3	47,204	50,879	56,401	71,980	75,151	78,783
R	4	48,446	53,056	58,695	75,763	78,979	82,625
I	5	49,688	55,200	60,978	79,549	82,804	86,471
E	6	50,930	57,358	63,269	83,332	86,628	90,313
N	7	52,144	59,520	65,558	87,116	90,454	94,151
C	8	53,410	61,675	67,847	90,900	94,279	98,000
E	9	54,655	63,838	70,135	94,687	98,105	101,840

5.0 Benefits

5.01 Alberta School Employee Benefit Plans - Life and AD&D Plan 2, EDB Plan D

Membership in the Alberta School Employee Benefit Plans shall be a condition of employment. The Board's contribution to the ASEBP covering teachers employed by the Board shall be one hundred percent (100%) of the premium payable according to the salary entitlement under Clauses 4.02 and 6.0 to 6.06 inclusive.

In the event that the Board is convinced that benefit coverage through an alternative carrier can be attained for significant savings and provided that the coverage is identical to, or better than, those provided by the current carrier, the Board may change benefit carriers with mutual consent of the Association.

5.02 Alberta Health Care Premium Plan

The Board shall contribute one hundred percent (100%) of the monthly premium per teacher registered in the plan.

5.03 Extended Health Care Premium Plan 1

The Board shall contribute one hundred percent (100%) of the monthly premium per teacher registered in the plan.

5.04 Dental Care Benefits, Plan 3

The Board shall contribute one hundred percent (100%) of the premium costs for each teacher who participates in the plan.

Membership in the plan for new eligible employees shall be a condition of employment. A teacher may be exempt from the condition of employment should he/she have spousal coverage.

5.05 Vision Care Plan, Plan 3

The Board shall contribute one hundred percent (100%) of the premium costs for each teacher who participates in the plan.

5.06 Canada Employment and Immigration Commission Rebate

It is understood that payments made toward the aforementioned benefit plans shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.

5.07 Pension Benefits

For a retired teacher who is hired by the Board on a contract of employment other than substitute teaching and who is receiving a teacher pension, the Board will, each month that the teacher is employed, reimburse the monthly premiums for an amount equivalent to the ASEBP Early Retirement Plan Option One and Alberta Health Care premiums.

The cost to the Board of such premiums will be the lesser of the ASEBP retirement package premiums that the teacher may already be paying or the premium for another similar package selected by the teacher upon retirement. The premium reimbursement will be paid according to the number of calendar days that the contract is in effect divided by three hundred sixty five (365), times the annual premium.

The teacher upon employment under a contract must provide the Board with

documentation from Alberta Health Care, ASEBP or a similar plan regarding their benefit premium costs.

6.0 Additional Allowances

In addition to the foregoing salary there shall be paid an administrative allowance in accordance with the following schedule:

6.01 Principals' Administration Allowance

The administrative allowance shall be determined by:

6.01.1 Table I

	<u>Sept. 1, 2012</u>	<u>Sept. 1, 2014</u>	<u>Sept. 1, 2015</u>
Base	\$15,648	\$16,765	\$17,100
101-200 pupils	\$32.85/pupil	\$32.85/pupil	\$33.50/pupil
201-300 pupils	\$25.04/pupil	\$25.04/pupil	\$25.54/pupil
301-400 pupils	\$22.55/pupil	\$22.55/pupil	\$23.00/pupil
401-500 pupils	\$20.12/pupil	\$20.12/pupil	\$20.53/pupil
501-600 pupils	\$18.78/pupil	\$18.78/pupil	\$19.15/pupil
601-800 pupils	\$18.11/pupil	\$18.11/pupil	\$18.47/pupil
801-1000 pupils	\$17.44/pupil	\$17.44/pupil	\$17.79/pupil
1001+ pupils	\$16.78/pupil	\$16.78/pupil	\$17.11/pupil

The same percentage increases and effective dates as per the salary grid shall apply.

6.01.2 Number of pupils shall be calculated at September 30 of the current school year.

6.01.3 The administrative allowance for each child enrolled in the early childhood services program will be calculated at the same rate as for regular pupils.

6.02 Vice-Principal Allowance

A Vice-Principal shall be paid one half (1/2) of the Principal's allowance for that school as calculated under Clause 6.01, except as may be provided under Clause 6.04.

6.02.1 In a school where the Vice-Principal designation exists, in the absence of the Principal, the Board shall appoint an acting Principal. In such an instance where he/she acts as Principal for six (6) or more consecutive school days, he/she shall receive 1/200 of the Principal's allowance effective the 6th and subsequent consecutive school days.

6.03 Temporary Principal

6.03.1 In each school the Board shall appoint a Temporary Principal who will carry out administrative duties in the event that the Principal and Vice-Principal(s) are absent

from the school. Each appointment shall be made on an annual basis.

6.03.2 In a school where a Vice-Principal's designation does not exist, the Temporary Principal shall be paid an allowance:

Effective September 1, 2012 - \$1,260 per annum.

Effective September 1, 2015 - \$1,285 per annum.

The same percentage increases and effective dates as per the salary grid shall apply.

6.03.3 In a school where a Vice-Principal's designation exists, the Temporary Principal shall be paid fifty percent (50%) of the allowance paid in 6.03.2.

6.04 Board Initiated Transfer of Principal/Vice-Principal

Notwithstanding any other provision of this collective agreement where a Principal or Vice-Principal:

- (a) Is required by the Board to transfer to another school or to another Principal's position;
- (b) Has a designation of Principal or Vice-Principal maintained by the Board;
- (c) Such transfer results in a lower annual salary and allowance calculation under this collective agreement;

the Board agrees to maintain the annual salary and allowance being received at the time of the transfer until such time as the provisions of this collective agreement entitle the Principal or Vice-Principal to an annual salary and allowance which is more than that being received at the time of the Board initiated transfer.

6.04.1 Board Initiated Transfers of Students

Notwithstanding any other provision of this collective agreement where student transfers by the Board result in a school's enrollment being lowered, the Board agrees to maintain the annual allowance being received at the time of the student transfers until such time as the provisions of this collective agreement entitle the Principal or Vice-Principal to an annual allowance which is more than that being received at the time of the Board initiated student transfer.

6.05 Supervisor/Consultant

A teacher designated as a Supervisor or Consultant shall be paid an allowance:

Effective September 1, 2012 - \$6,481 per annum.

Effective September 1, 2015 - \$6,611 per annum.

6.06 District Religious Education Consultant

Where the Board appoints a district religious education consultant he/she shall

receive an allowance in accordance with Table II below plus 10%.

6.07 District Principal

A teacher designated as District Principal shall be paid an annual allowance equal to the Base Administration Allowance as per clause 6.01.1. In the case where the teacher designated as District Principal is in receipt of an allowance under Article 6 – Additional Allowances, the teacher shall be paid the higher of the applicable allowance in effect at the time of the appointment as District Principal or an allowance equal to the Base Administration Allowance.

6.08 Department Head

If a department head is employed, he/she shall receive an allowance in accordance with Table II below. The same percentage increases and effective dates as per the salary grid shall apply.

Table II

	<u>Sept. 1, 2012</u>	<u>Sept. 1, 2015</u>
First year of service	\$2,042	\$2,083
Second year of service	\$2,631	\$2,684
Third year of service	\$3,063	\$3,124
Maximum allowance per annum	\$3,063	\$3,124

7.0 Application of Salary Schedule

- 7.01.1 New appointees to the staff shall be required to provide proof of having applied for same, to the Superintendent or designate within forty-five (45) days of commencement of the duties, satisfactory evidence of age, teacher training, social insurance number and statement of teaching experience.
- 7.01.2 If the required documents are not received within the forty-five (45) days, the teacher shall be reverted to the most recent evaluated documents or the minimum teaching certificate held.
- 7.01.3 Each teacher shall provide such documents to the Board immediately upon receipt. All such transactions must be dealt with and completed within ten (10) months of the submission being made in 7.01.1 or 7.01.2. Once such documents are received they shall be applied effective the first of the school year or date of commencement of duties whichever is applicable.

7.02 Experience Increments

- 7.02.1 A teacher who has been under contract and has received salary for one hundred ten (110) equivalent full days in any given school year shall be credited with one (1) year of experience for the purpose of increments.

- 7.02.2 Effective September 1, 2000 any teacher under contract with the Board who teaches less than one hundred ten (110) equivalent full days in a school year shall accumulate experience increments by combining teacher days to a total of one hundred thirty (130) equivalent full days with this Board.
- 7.02.3 The requirements of one hundred thirty (130) equivalent full days having been met, the teacher shall not begin to earn credit toward another experience increment until the commencement of another school year or February 1, whichever occurs first.
- 7.02.4 Any kindergarten teacher who has been under contract and has received salary for at least eighty (80) equivalent full days of a school year will be credited with one half (1/2) year of experience for purpose of increments. Payment for such credit is subject to Clause 7.02.5 of this agreement.
- 7.02.5 The adjustment dates for experience increments shall be at the commencement of the school year, on commencement of employment and on February 1.
- 7.02.6 Teaching experience obtained by the teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. Teaching experience obtained in the college and/or university level will not be counted.
- 7.02.7 Effective September 1, 2000 substitute teaching with this Board shall be counted as teaching experience for incremental purposes.
- 7.02.8 No teacher shall be entitled to receive more than one experience increment for any one school year.
- 7.03 University Education**
- 7.03.1 The Alberta Teachers' Association Teacher Qualification Service shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by memorandum of agreement among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 23, 1967.
- 7.03.2 The adjustment dates for changes in the allowance for university education shall be on the first teaching day of the school year or upon commencement of duties.
- 7.03.3 Each teacher who completed additional courses toward further university education shall submit a statement from the Teacher Qualification Service Board or provide proof of having applied for same, to the Superintendent or designate within forty-five (45) days of commencement of duties.

8.0 Tuition Fees

8.01.1 The Board supports the professional development of the teachers in its employ and specifically requests that teachers continuously seek to improve their professional qualifications and abilities by taking courses for that purpose. Any teacher who successfully completes an accredited university course shall receive compensation from the Board according to Table III.

Table III (University Course)

Upon receipt of university fee statement – 100% of University of Alberta tuition cost for a 6 credit course.

Upon receipt of university fee statement – 100% of University of Alberta tuition cost for a 3 credit course.

8.01.2 The teacher who intends to take an accredited university course shall submit a resume of the course to the Board at least thirty (30) days prior to the commencement of the course. The Board may waive the thirty (30) day requirement in special circumstances.

8.01.3 The compensation set out above shall be limited to one full course per calendar year.

8.01.4 In order for a teacher to receive compensation from the Board an official transcript of the course may be submitted to the Board forty-five (45) days after the receipt of their final marks. Compensation shall be paid by the Board to the teacher no later than one month following receipt of the transcript.

9.0 Substitute Teachers

9.01 A substitute teacher shall receive a flat rate for employment in accordance with the following schedule for each full and half day worked:

Effective September 1, 2012

\$225.83 per full day inclusive of holiday pay

\$112.91 per half day inclusive of holiday pay

Effective September 1, 2015

\$230.35 per full day inclusive of holiday pay

\$115.17 per half day inclusive of holiday pay

The same percentage increases and effective dates as per the salary grid shall apply.

9.02 Rate of pay for a substitute teacher who fills the same teaching position for more than four (4) consecutive teaching days shall be paid 1/200 of his/her grid salary beginning on the fifth day.

10.0 Cumulative Sick Leave

- 10.01** During the first year of employment the statutory sick leave of twenty (20) days shall accumulate at the beginning of each school year of service with the Board to the credit of each teacher to a maximum of twenty (20) working days.
- 10.02** If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, he/she shall be paid his/her salary to the extent of the accumulated sick leave which then shall be reduced accordingly.
- 10.03** A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three (3) consecutive teaching days shall be required to present a medical certificate within seven (7) calendar days of the commencement of the absence.
- 10.04** A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.
- 10.05** The Board shall be entitled to require a medical examination by a doctor selected and paid for by the Board if the sickness or disability extends for more than one (1) month.
- 10.06** Sick leave granted under Clause 10.0 shall be granted for the teacher's personal medical or dental treatment, accident, disability or sickness.
- 10.07** At the beginning of the second year of continuous employment with the Board and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.
- 10.08** Subject to 10.01, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, 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 shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition the ninety (90) days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.

11.0 Sabbatical Leave

- 11.01** Sabbatical leave shall mean leave of absence approved by the Board on application by the teacher for the following reasons:

- 11.01.1 Study approved by the Board for improving the teacher's academic or professional education.
- 11.01.2 Travel or experience which is approved by the Board as being useful in improving the teacher's service.
- 11.02 To be eligible for sabbatical leave under Clause 11.01.1, the teacher shall have served the Board for five (5) years.
- 11.03 To be eligible for sabbatical leave under Clause 11.01.2, the teacher shall have served the Board for five (5) years.
- 11.04 A teacher who is granted a sabbatical 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 or other mutual agreement between the Board and the teacher, for a period of at least two (2) years after resuming duties.
- 11.05 All applications for sabbatical leave shall be submitted to the Board by February 28 preceding the school year in which the sabbatical leave is to commence.
- 11.06 A teacher who is granted sabbatical leave for the year shall receive as salary fifty five percent (55%) of the grid salary in effect during the year of his/her sabbatical leave payable in equal monthly instalments; excluding any additional allowances.
- 11.07 A period of sabbatical leave shall not be considered as an equal period of classroom service for salary purposes.
- 11.08 Upon resumption of duties the teacher shall be returned to a position no less favorable than the one in which s/he was employed before the leave was taken.
- 11.09 Should a teacher by mutual consent, resign or retire from the service of the Board before completing the required two year service following such leave, the sabbatical leave salary shall be repaid to the Board on a prorated basis.

12.0 Leave of Absence With Pay

- 12.01 A teacher is entitled to a temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Superintendent pursuant to the *School Act* where such a teacher is absent:

12.01.1 Compassionate Leave for Critical Illness

For not more than five (5) teaching days because of critical illness of a spouse, child, son-in-law, daughter-in-law and the following relatives of either the teacher or teacher's spouse: grandparent, parent, brother, sister, grandchild, nephew, niece,

brother-in-law, sister-in-law. Additional time may also be allowed at the discretion of the Superintendent.

12.01.2 Compassionate Leave for Death

For not more than five teaching days because of death of a spouse, child, son-in-law, daughter-in-law and the following relatives of either the teacher or teacher's spouse: grandparent, parent, brother, sister, grandchild, nephew, niece, brother-in-law, sister-in-law. If death occurs during leave for critical illness, the critical illness leave ceases upon death and leave for death commences. Additional time may also be allowed at the discretion of the Superintendent.

12.01.3 To Write an Examination

For not more than one (1) day in order to write an examination in an academic or professional course.

12.01.4 Teacher's Convocation

For the period necessary to attend convocation of a university at which the teacher is receiving a degree, subject to the approval of the Board.

12.01.5 Meetings

To attend meetings of committees, Board or Alberta Learning or meetings of municipal bodies of which he/she is a member, subject to Board approval. The teacher must remit to the Board any remuneration (excluding expenses) paid for meetings held during the school day.

12.02 Paternity Leave

Every teacher shall be entitled to one day leave with pay at the time of the birth of the teacher's child. Effective September 1, 2014, every teacher shall be entitled to two (2) days leave with pay at the time of the birth of the teacher's child.

12.02.1 Adoption Leave

Every teacher shall be entitled to one day leave with pay at the time of the adoption of the teacher's child. Effective September 1, 2014, every teacher shall be entitled to five (5) days leave with pay for the adoption of the teacher's child.

12.03 Personal Leave

In addition to the foregoing, every teacher shall be entitled to four (4) days personal leave with pay, per year based on the following conditions:

(a) the first and second days shall be at full salary and be subject to the satisfactory operation of the teacher's school as may be determined by the Superintendent of schools. These days shall not be used to extend Christmas, Easter or summer holidays.

(b) the third and fourth days shall be at full salary less a deduction in pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01.

(c) if the third and fourth day of personal leave occur on a professional development day, other than teacher's convention, then the leave shall be subject to the approval of the Superintendent of schools.

(d) Notwithstanding the above, if a teacher is required to use personal leave day(s) to extend Christmas, Easter or the summer holidays, the day(s) will result in a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01 providing the teacher has not already used those days.

12.03.1 Effective September 1, 2014, if unused, one personal day at full salary may be carried forward to the next school year and must adhere to the stipulations outlined in Clause 12.03. The teacher shall not have more than three (3) personal days at full salary in any one school year.

12.04 Jury/Witness Duty

A teacher shall be granted by the Board such time as required for jury duty or for appearance as a subpoenaed third party witness. The teacher will return to the Board such fees as are paid by the court for such appearances.

12.05 Family Medical Leave

Each teacher is entitled to two days with pay in each school year to care for husband, wife, children under the age of 18 or older dependents who are ill or require medical or dental treatment. Effective September 1, 2014, each teacher is entitled to two (2) days with pay in each school year to care for husband, wife, parents, or dependent children who are ill or require medical or dental treatment.

12.06 To attend any public event of educational value, subject to the approval of the Board. This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01 at the discretion of the Board.

12.07 A teacher who is required to leave before the end of the school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study. This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01 at the discretion of the Board.

12.08 Association Business

- 12.08.1** To attend to professional business at the local level subject to the approval of the Board and approved by the Alberta Teachers' Association. The Alberta Teachers' Association Local 42 shall reimburse the Board an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01.
- 12.08.2** It is recognized that from time to time the Alberta Teachers' Association may request that certain of its members be granted, subject to the approval of the Board, release from duties to serve on Association committees or other bodies or to act as its representative. The Association shall reimburse the Board an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01.
- 12.08.3** A teacher who is elected President of Alberta Teachers' Association Local 42 to a maximum accumulation of 20 operational days per year. For each such day or half day of leave used, the Alberta Teachers' Association Local 42 shall reimburse the Board an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 9.01.

13.0 Additional leaves of absence may be granted by the Board with or without pay.

14.0 Leave of Absence Without Pay

14.01 In addition to the foregoing, a teacher may apply for a leave of absence without pay for other personal reasons. The Board, in its discretion, may grant a leave of absence for such a period as it deems adequate with the teacher making arrangements to pay 50% of the applicable benefit premiums as per clauses 5.01, 5.02, 5.03, 5.04 and 5.05, in advance. The portion of the benefits paid by the Board on behalf of the teacher during the leave of absence (50%) must be remitted to the Board if the teacher does not return following the leave as mutually agreed.

15.0 Maternity, Adoption and Parental Leave

15.01 Maternity Leave

Maternity leave shall be for a maximum period of fifteen (15) weeks and shall be without pay.

- 15.01.1** (a) The teacher shall endeavor to notify the Superintendent of her leave requirements three (3) months in advance, however, she shall give the Superintendent at least four (4) weeks notice of the day on which she intends to commence maternity leave.
- (b) Prior to the leave commencing, each teacher shall endeavor to provide the Superintendent with the date she plans on returning to work, however, she shall give

the Superintendent at least four (4) weeks notice of the day on which she intends to return to work.

(c) Any such notices shall be in writing.

- 15.01.2** The Board shall pay the insurance plan premiums under Clauses 5.01, 5.02, 5.03, 5.04 and 5.05 during the fifteen (15) week period the teacher is on maternity leave.
- 15.01.3** The teacher shall access the Board's one hundred percent (100%) supplementary unemployment benefit plan for any health related period effective the date the birth of her child. However, it is understood that a teacher who is not eligible for employment insurance benefits may access sick leave in accordance with Article 10 for the health related portion of maternity leave. Medical documentation for the health related period shall be provided as specified in Clause 10.03.
- 15.01.4** The teacher shall not receive more than ninety (90) continuous calendar days of salary from any combination of pre-delivery sick leave and post-delivery supplementary unemployment benefit plan.
- 15.01.5** A teacher returning from such fifteen (15) weeks leave shall be returned to the position held at the commencement of the leave. In the event the position no longer exists, the teacher shall be returned to a comparable teaching position.
- 15.01.6** The health-related portion of the fifteen (15) weeks maternity leave shall be counted for increment purposes.
- 15.02 Adoption Leave**
- [a] Adoption leave shall be for a maximum of thirty-seven (37) weeks and shall be without pay.
- [b] In addition to adoption leave, the teacher shall be eligible for a further leave without pay for up to fifteen (15) weeks provided such is continuous and complete within twelve (12) months of the date the teacher first went on leave. The teacher shall give the Board at least four (4) weeks notice of the day on which s/he intends to commence leave and four (4) weeks notice of the day on which s/he intends to return to his/her duties.
- 15.02.1** A teacher returning from such thirty-seven (37) weeks leave shall be returned to a comparable teaching position held at the commencement of the leave.
- 15.02.2** The teacher shall endeavor to provide the Board with at least three (3) months notice of intent to adopt, however, the teacher shall give the Board at least two (2) weeks notice of the date the teacher can reasonably expect to obtain custody of the child.
- 15.02.3** The Board shall pay insurance plan premiums under Clauses 5.01, 5.02, 5.03, 5.04 and 5.05 during the thirty-seven (37) week period the teacher is on adoption leave.
- 15.02.4** Where both parents of a child are employed by the Board, the teachers may share

the adoption leave. The Board is not required to provide leave to both parents at the same time. Where the leave is to be shared, the terms of the shared leave shall be arranged by the teachers and the Board.

15.03 Parental Leave

In addition to maternity leave, the teacher shall be eligible for a further leave without pay for up to thirty-seven (37) weeks provided such is continuous and complete within twelve (12) months of the date the teacher first went on leave. The teacher shall give the Board at least four (4) weeks of notice of the day on which she intends to return to her duties.

A teacher that has not accessed either maternity or adoption leave is entitled to thirty-seven (37) weeks of parental leave provided the leave is taken within a year of the birth of the teacher's child. The teacher shall give the Board at least four (4) weeks notice of the day on which s/he intends to commence parental leave and four (4) weeks notice of the day on which s/he intends to return to his/her duties.

Where both parents of a child are employed by the Board, the teachers may share the parental leave. The Board is not required to provide leave to both parents at the same time. Where the leave is to be shared, the terms of the shared leave shall be arranged by the teachers and the Board.

15.03.1 During the leave in 14.03 the Board shall pay the insurance plan premiums under Clauses 5.01, 5.02, 5.03, 5.04 and 5.05.

15.03.1.1 Any benefits received by a teacher following the first fifteen (15) weeks of the thirty-seven (37) week period, must be remitted to the Board if the teacher does not return as mutually agreed.

15.03.2 This leave shall be without pay and will not be counted for the granting of increments.

15.03.3 A teacher returning from such a leave shall be entitled to a comparable teaching position with the Board.

16.0 Work Outside of School Year for Designated School Counsellors

A Counsellor who agrees to render professional service during any vacation period at the request of the Board, shall be paid:

(a) 1/200 of the teacher's total annual salary for each day of service.

17.0 Lunch Time and Noon-Hour Supervision

A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.

18.0 Monthly Staff Meetings

Where a part-time teacher attends regularly scheduled monthly staff meetings at times not consistent with the teacher's instructional assignment, the teacher shall be paid 2/200 of grid placement annually. This payment adjustment shall be made on the teacher's last pay cheque of the school year.

19.0 Professional and/or Faith Development Days

Part-time teachers are required to attend that portion of a professional and/or Faith Development Day that is consistent with the teacher's instructional assignment for that day.

20.0 Grievance Procedure

20.01 Any difference between the parties, any employee covered by this agreement and the Board or in a proper case between 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.

20.01.1 Step "A" - Such difference (hereinafter called "a grievance") shall be submitted in writing to the Associate Superintendent of Business Operations, the Chairperson of the Economic Policy Committee of the teachers of Grande Prairie Roman Catholic Separate School District No. 28 and the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within twenty [20] days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. 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. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor and/or his/her representative, within 10 days of receiving notice of the grievance, if a meeting is requested. The respondent shall review the grievance and within 15 days of receipt of the grievance shall render a decision in writing to the grievor, the chairperson of the Economic Policy Committee and the Coordinator of Teacher Welfare.

20.01.2 Step "B" - In the event the decision of the respondent fails to resolve the grievance, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 20 days after the date of receipt of the respondent's written decision.

20.02 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavor to select an independent chairperson.

- 20.03** If the two members fail to select a chairperson within ten [10] days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services - Alberta Human Resources and Employment, to select a chairperson.
- 20.04** The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 20.05** The arbitration board shall not change, modify or alter any of the terms of this agreement.
- 20.06** The findings and decisions of the arbitration board shall be binding on the parties.
- 20.07** Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 20.08** Reference to days in this clause shall be exclusive to instructional days.
- 20.09** The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.
- 21.0** **Northern Benefits** : Teachers may choose to use either one of the following:
- 21.01** **Northern Travel Benefit**
Provided that all requirements of the Canada Revenue Agency have been met, for the purpose of this agreement, \$4000 (or such a maximum allowed by Canada Revenue) of the annual salary shall be set out as travel assistance benefit paid in a designated area as defined by Canada Revenue Agency and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer.
- 21.02** **Northern Travel Medical Benefits**
Provided that all requirements of the Canada Revenue Agency have been met, for the purpose of this agreement, \$4,000 (or such a maximum allowed by Canada Revenue) of the annual salary shall be set out as medical travel assistance benefit paid in a designated area as defined by Canada Revenue Agency and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer.

22.0 Extracurricular Activities

The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.

23.0 Health Spending Account (HSA)

Effective September 1, 2007, the Board will establish for each eligible teacher a Health Spending Account for the use of the eligible teacher, his/her spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. The unused balance will be carried forward to the extent permitted by CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance subject to the applicable run off provisions. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract of at least five [5] months duration.

The Board will contribute to the account for each eligible teacher as follows:

Effective September 1, 2012 - \$600 per school year

Effective September 1, 2014 - \$675 per school year

24.0 Nothing herein contained shall reduce the salary of a teacher below minimum payable immediately prior to the effective date of this agreement.

25.0 All previous agreements and schedules contained herein between or affecting the parties are hereby cancelled.

26.0 This agreement shall enure to the benefits of and be binding on the parties and their successors.

27.0 CTS Teachers

27.01 A CTS teacher is any High School teacher who has Journeyman trade certification, a valid Alberta teaching certificate/Letter of Authority and teaching a minimum of 50 per cent in a trade area as outlined in the Alberta Apprenticeship Board's list of trades.

27.02 In the case of CTS teachers, the Board shall have the right to determine the initial grid placement as they deem reasonable and necessary. The Board will notify the Association of any teacher who is being paid under this clause. Initial grid placement shall be no less than:

(a) One year of experience for each year of vocational experience as a Journeyman up to a maximum of five years; and

(b) After the fifth year, one year of experience for every two years of vocational experience as a Journeyman.

27.03 Vocational experience for clause 27.02 shall be that experience gained following the date a candidate attains Journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational educational program.

27.04 Once placed on a salary schedule, CTS teachers shall in the same manner as other teachers move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.

28.0 Presentations at Teachers' Conventions

A teacher who is engaged by an Alberta Teachers' Association Convention Association as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

IN WITNESS WHEREOF the parties have executed this agreement, this 13 day of March, A.D. 2015.

GRANDE PRAIRIE R.C.S.S.D. #28

Per: [Signature]
Chairman Board Negotiating Committee

Per: [Signature]
Representative, Board Negotiating Committee

ALBERTA TEACHERS' ASSOCIATION

Per: [Signature]
Chairman, Teachers' Negotiating Committee

Per: [Signature]
Coordinator, Teacher Welfare

DATED this 18 day of Feb, A.D. 2015

[Signature]
Superintendent

Letter of Understanding between the Alberta Teachers' Association (ATA) and Grande Prairie RCCSD No 28

Re Article 23—Health Spending Account (HSA)—Process For Ensuring That All Eligible Teachers Have Access To Full Annual HSA Credits.

The parties recognize and agree on the need for a mechanism to identify and ensure that all eligible teachers have access to the full entitlements and provisions of the Health Spending Account as per article 23 of the collective agreement.

Article 23 of the collective agreement establishes eligibility for a HSA based on a five month contractual status. Currently the Board contributes 50 percent of the annual amount to the HSA plan administrator, the Alberta School Employee Benefit Plan (ASEBP) on September 30 and January 31 of each school year. Therefore, a mechanism for identifying teachers who become eligible after January 31st as well as eligible teachers who leave the employ of the Board prior to January 31st, is required to ensure these teachers have access to their full annual HSA credits (\$) as specified in article 23. For teachers who become eligible after January 31st, this requires the establishment of an individual HSA account and subsequent deposit of the full annual entitlement (\$) into their account as soon as is feasibly possible. For an eligible teacher whose employment relationship terminates prior to the full amount being deposited (January 31st in the current scenario), payment of any outstanding balance must be made no later than the date of termination of employment in order for the teacher to have full access to the HSA entitlement in the 60 day run off period following termination of employment.

As such the Board agrees to establish an internal tracking mechanism to identify any such teacher. The Board also agrees to provide the name and pertinent contact information of each teacher captured under the terms of this Letter of Understanding to the president of the Local 42 of the ATA in a timely fashion as the individuals are identified.