

FEB 17 2015

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**PALLISER REGIONAL DIVISION NO. 26**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**



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

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THIS AGREEMENT IS MADE in duplicate this 10 day of February,  
A.D., 2015 pursuant to the School Act and the Labour Relations Code.

BETWEEN:

**THE PALLISER REGIONAL DIVISION NO. 26**  
of the Province of Alberta,  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

and

**THE ALBERTA TEACHERS' ASSOCIATION**  
is a body corporate incorporated under  
the laws of the Province of Alberta  
(hereinafter referred to as the "Association")

OF THE SECOND PART

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

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

AND WHEREAS the parties desire these matters be set forth in an Agreement to govern the terms of employment of the said teachers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises of the mutual and other covenants herein contained, the parties agree as follows:

1. The collective agreement applies to all employees of the Employer who, as a condition of their employment, must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the Teachers or, where the context requires, Teacher, except those designated as the Superintendent of Schools, Associate Superintendent of Schools and Directors.
2. The salaries and the terms and conditions of the teachers' employment with the Employer are governed by the provisions of this collective agreement and any statutory provision relating thereto.
3. **TERM AND EFFECTIVE DATE**
  - 3.1 Unless otherwise specifically provided for in this collective agreement, this collective agreement shall be retroactive to September 1, 2012 and shall remain in full force and effect until August 31, 2016.

3.2 Either party may give to the other party not less than sixty (60) and not more than two hundred (200) days prior to the termination of this collective agreement a notice, in writing, of its intention to commence collective bargaining with a view to striking a new collective agreement. The parties may exchange proposals any time after notice is given and shall, in any event, table all particulars of amendments sought no later than the first meeting between the parties.

**4. SALARY**

- 4.1 The following shall determine the placement on the salary schedule:
- a) The amount of university education;
  - b) The length of teaching experience.
- 4.2 The Employer shall pay all teachers monthly 1/12th of the salary rate in effect for that month as herein set forth and computed. For the purpose of this agreement, allowances shall be considered to be part of salary.
- 4.3 Salary Grids:

**PALLISER REGIONAL SCHOOLS TEACHER SALARY GRID**

**SEPTEMBER 1, 2012**

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
0	57,910	61,208	65,149
1	61,299	64,598	68,448
2	64,870	68,170	71,837
3	68,263	71,562	75,315
4	71,653	74,860	78,523
5	75,042	78,252	82,004
6	78,341	81,733	85,580
7	81,823	85,213	89,064
8	85,305	88,240	92,270
9	88,511	91,809	95,749
10	91,902	95,476	99,049

**PALLISER REGIONAL SCHOOLS TEACHER SALARY GRID**

**SEPTEMBER 1, 2014**

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
0	58,018	61,322	65,270
1	61,413	64,718	68,575
2	64,991	68,297	71,971
3	68,390	71,695	75,455
4	71,786	74,999	78,669
5	75,182	78,398	82,157
6	78,487	81,885	85,739
7	81,975	85,372	89,230
8	85,464	88,404	92,442
9	88,676	91,980	95,927
10	92,073	95,654	99,233

**PALLISER REGIONAL SCHOOLS TEACHER SALARY GRID**

**SEPTEMBER 1, 2015**

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
0	59,178	62,548	66,576
1	62,641	66,013	69,947
2	66,291	69,663	73,410
3	69,758	73,129	76,964
4	73,222	76,499	80,242
5	76,685	79,966	83,800
6	80,057	83,523	87,454
7	83,615	87,079	91,014
8	87,173	90,172	94,291
9	90,449	93,819	97,846
10	93,914	97,567	101,218

A one-time lump sum payment of 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 as funded by Government of Alberta and paid no later than the end of December of 2015.

4.4 All teachers employed shall be evaluated by the Teacher Qualifications Service according to policies established by the Teacher Salary Qualifications Board, established by memorandum of agreement between the Department of Education, The Alberta Teachers' Association, and the Alberta School Trustees' Association dated March 23, 1967.

4.4.1 The number of years of teacher experience for placement on the salary schedule shall be determined upon commencement of employment, the beginning of each school year or February 1st of each school year.

Any teacher in the employ of the Employer wishing to have previous employment evaluated shall provide necessary documentation to the Superintendent of Schools at the above time period, prior to the completion of three consecutive years of service with the Employer.

4.4.2 Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall, within sixty (60) days of September 1 or February 1 or commencement of duties, submit to the Employer proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service of the Association.

4.5 A year of teaching experience in a school under the jurisdiction of a provincial, state or national Department of Education is any one school year during which a teacher has rendered service in an ECS through Grade 12 school under contract for not less than one hundred twenty (120) days. A teacher who has rendered service in an ECS through Grade 12 school under contract for not less than sixty (60) days in any one school year shall receive credit for one-half year of teaching experience. An ECS through Grade 12 school is any school where any or all grades from ECS through Grade 12 are offered. One-half year teaching experience not to be paid except that two (2) one-half years of teaching experience in different school years shall count as one (1) year of teaching experience. Experience evaluations of Employer staff prior to January 1, 1982 shall not be affected by the terms of this clause.

4.5.1 Notwithstanding clause 4.5, any teacher hired on a regular part-time basis such that one hundred twenty (120) full days of teaching cannot be accumulated in one (1) school year, or sixty (60) days in one semester, shall receive credit for one (1) year's teaching experience upon a total accumulation of one hundred twenty (120) full days of teaching. Such credit shall be determined on the dates specified in clause 4.4.1.



- 4.5.2 Teaching experience obtained by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's jurisdiction. Teachers claiming recognition for prior teaching experience shall be responsible for providing documentation from their previous employer which verifies the previous experience. Evidence that such documentation has been requested from previous employers shall be presented to the Employer within sixty (60) days of commencing employment with the Employer.
- 4.5.3 No teacher shall receive credit for teaching experience gained while the teacher was not holding a valid teaching certificate.
- 4.5.4 A teacher who has rendered substitute service to the Employer may accumulate one (1) experience increment by combining service rendered in three (3) consecutive years immediately preceding appointment to regular staff provided that a minimum of one hundred twenty (120) days service has been rendered during this three-year period.

## 5. ALLOWANCES

- 5.1 Principal - In addition to his/her salary in clause 4, each principal shall receive monthly an allowance equal to 1/12th of the following schedule based on the number of teachers, including the principal and vice principal:
- 5% of the 4th year minimum for each of the first five (5) teachers;
  - 2% of the 4th year minimum for each of the next five (5) teachers;
  - 1.5% of the 4th year minimum for each remaining teacher.

Each principal shall receive a minimum allowance of 25% of the 4<sup>th</sup> year minimum step of the salary grid. For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.

- 5.1.1 In addition to his/her salary in clause 4, each vice principal, or other administrative support personnel, shall receive 60% of the allowance paid to the principal, except that where there are more than one vice principal or other administrative support personnel in a school, a sum equal to the principal's allowance shall be divided between or among them in the ratio of their responsibilities.
- 5.1.2 The Coordinating Principal shall receive an allowance which is the greater of their school based principal allowance (red circled) or the minimum principal allowance which is equal to 25 per cent of the fourth year minimum step of the salary grid.
- 5.1.3 The Literacy Coaches are teaching positions based out of central office, which are paid pursuant to the normal teaching salary applicable in the Collective Agreement.



- 5.1.4 a) One teacher assigned to each Hutterite school in Palliser Regional Division No. 26 shall be assigned the designation "vice principal."
- b) The designation "vice principal" shall apply only while the teacher is assigned to the Hutterite school, and shall terminate should the teacher's assignment change.
- c) The vice principal administration allowance received by each teacher shall be determined as per clause 5.1.1 of the collective agreement (i.e., 5% of the Hutterian principal's allowance).
- 5.2 In a school where regularly designated administrative personnel are absent, a teacher shall be designated by the Employer to be acting principal and shall be paid an amount equivalent to 1/400th of 60% of the principal's allowance for each half-day of the principal's absence. This is to be accumulated at the end of December and at the end of June and paid in a lump sum.
- 5.3 Payment of the full amount for administration shall commence on the effective date of appointment of the administrator.
- 5.4 It is the right of the Employer to create and fill new positions. If the Employer determines that an allowance is appropriate, this allowance will be determined by a committee composed of two (2) EPC members, one trustee and one Central Office personnel. If the committee is unable to determine an allowance within ten (10) working days, the allowance will be set by the Employer and will be subject to bargaining at the next round of negotiations.

## 6. **SUBSTITUTE TEACHERS**

- 6.1 A substitute teacher means a teacher employed on a day-to-day basis.
- 6.2 Substitute teachers shall be paid the following rates of pay, inclusive of holiday pay:
- 6.2.1 Effective September 1, 2012 - \$195.38 per day;
- 6.2.2 Effective September 1, 2015 - \$199.29 per day;

The Employer shall pay the appropriate retroactive pay to all substitute teachers employed during the sixty (60) working days prior to the date of ratification.

Substitute teachers who have been employed during the term of this agreement but have not been employed within the sixty (60) working day period preceding the date of ratification of this agreement shall be paid the appropriate retroactive pay upon written application to the Employer within sixty (60) calendar days of the date of ratification of this agreement. The employer shall bear no responsibility for informing individuals of their written application rights under this clause.





The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days shall be effective the sixth consecutive day, according to placement on the salary grid subject to the terms of this agreement.

- 6.3 Notwithstanding clause 6.2, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment with the Employer shall be paid effective the first day according to placement on the salary grid.

## **7. PAYMENT**

- 7.1 Teachers under contract, except substitute teachers, shall be paid the last banking Friday of each month, with the exception of December when the teacher shall be paid on the last teaching Friday.
- 7.2 Payment for teachers shall be in accordance with the memorandum between the Association and the Alberta School Trustees' Association signed on or about January 6, 1972, regarding calculation of salary for the purpose of both payment and deduction.

## **8. CUMULATIVE SICK LEAVE**

- 8.1 In the first year of service with the Employer, a teacher shall be entitled to twenty (20) school days of sick leave at full salary. During the second and subsequent years of service, sick leave with full salary will be granted for 90 calendar days.
- 8.2 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in clause 8.1. Notwithstanding the above, after twenty (20) school days of continuous absence during a teacher's first year of service, no further salary shall be paid. After ninety (90) calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who, in the second or subsequent year of service, returns to work after a continuous absence of ninety (90) calendar days shall have sick leave entitlement under clause 8.1 reinstated.
- 8.3 A teacher who has had previous service with the Employer and re-enters its employ within twenty-six (26) months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated under clause 8.2 during the period of employment with the Employer shall be reinstated to the credit of the teacher.
- 8.4 The provisions of clause 8.2 shall not be altered because of a teacher's leave of absence.
- 8.5 Before any payment is made under the foregoing regulation, the teacher may be required to provide:



- 8.5.1 A declaration, on a form to be provided by the Employer, where the absence is for a period of three (3) consecutive teaching days or less;
- 8.5.2 A certificate signed by a qualified medical or dental practitioner where the absence is for a period in excess of three (3) consecutive teaching days; or
- 8.5.3 A further medical certificate at the end of each month if the illness is a lengthy illness.
- 8.5.4 The Employer may require a teacher to undergo a medical examination by a physician named or approved by the Employer. All costs associated with the medical examination shall be borne by the Employer.

## 9. **LEAVE OF ABSENCE**

- 9.1 A teacher is entitled to temporary leave of absence with pay, and such leave is deemed to be an authorized absence approved by the Employer pursuant to Section 111(1)(d)(i) of the *School Act*. Where such teacher is absent:
  - 9.1.1 For not more than five (5) teaching days, if necessary, because of the critical illness or death of a relative of the teacher or of the teacher's spouse.
    - 9.1.1.1 For three (3) days per school year to attend to the medical/dental needs of immediate family members, provided the teacher's sick leave credit is reduced accordingly.
  - 9.1.2 For the period of one (1) day, plus one (1) day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.
  - 9.1.3 For not more than two (2) days per school year for the purpose of writing examinations in academic or professional courses, including travel time, if necessary.
  - 9.1.4 For those days on which a teacher is unable to reach the school from the teacher's usual place of residence because of impassable roads when the absence is approved by the principal.
  - 9.1.5 To attend the Annual Representative Assembly of the Alberta Teachers' Association as an official delegate.
  - 9.1.6 For two (2) teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.



9.1.7 Leave of absence without loss of salary shall be granted for:

- a) Jury duty or any summons related thereto; or
- b) To answer a subpoena or summons, to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).

9.2 A teacher may request from the Employer a temporary leave of absence as follows and where approved, the temporary leave of absence will be with pay provided the following conditions are met:

Effective September 1, 2014, a paid day of personal leave, for not more than one (1) day in any school year, may be requested by a teacher for attending to private concerns in accordance with the following:

9.2.1 Where the one paid day is not used in a school year, it may be carried forward to the next school year but not any further.

9.2.2 A request for personal leave under this clause must be made in accordance with the following conditions:

- a) in writing
- b) on the form established by the school division
- c) to the Superintendent, through the teacher's principal or supervisor,
- d) at least two (2) weeks in advance of the date(s) the teacher wishes to use the personal leave days,
- e) stating the replacement arrangement to be put in place should the requested days be approved, and
- f) the availability of a substitute teacher (if required) at the time of the request.

9.2.3 Without the permission of the Employer, a personal leave under this clause shall not be used:

- a) in conjunction with any holiday or holiday period exceeding four (4) days, including weekends
- b) during any scheduled Parent-Teacher Interview days,
- c) to engage in any activity for financial gain, or
- d) during scheduled professional development days.

9.2.4 Teachers on a term contract must be under contract for a minimum of sixty (60) instructional days before being eligible for leave under this clause.

9.2.5 Upon ratification of a collective agreement by the parties following August 31, 2016, unless otherwise agreed by the parties, all of clause 9.2 and its sub-clauses shall cease to apply.

9.3 Temporary leave of absence with pay, provided the Employer is reimbursed for the cost of a substitute, shall be granted to teachers as follows:

9.3.1 Personal leave for not more than four (4) days in any school year shall be granted for attending to private concerns. Where possible, at least one day's notice shall be given to the principal, or in the case of a principal, to the Superintendent or his office.

9.3.1.1 Effective September 1, 2014, such personal leave will be limited to three (3) days in any school year. Upon ratification of a collective agreement by the parties following August 31, 2016, unless otherwise agreed by the parties, clause 9.3.1.1 shall no longer apply and clause 9.3.1 shall apply.

9.3.2 For the period of one (1) day, plus one (1) day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.

9.4 Maternity Leave - Teachers are entitled to maternity leave to a maximum of fifteen (15) weeks. Leave shall be granted under the following conditions:

a) The leave will begin and end at the discretion of the teacher. The teacher shall, when possible, notify the Employer of her leave requirements three (3) months in advance of the first day of said leave, but no later than two (2) weeks before the said leave.

b) The Employer may request a statement from a physician indicating the approximate date of delivery.

c) The teacher shall, when possible, give the Employer thirty (30) days, but not less than fourteen (14) days notice, in writing, of the intended return date.

9.4.1 The Employer shall pay the portion of the teacher's benefit plan premiums specified in article 11 of this agreement during the fifteen (15) weeks of maternity leave.

9.4.2 When a teacher on continuous contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one (1) of the following options:

a) If the absence begins prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefits;



b) If the absence begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either (1) or (2) below, and shall normally notify the Employer of that choice a minimum of two (2) weeks prior to the planned commencement date of the leave. Such choice shall apply immediately and remain in effect until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

(1) The Employer shall implement and maintain a Supplemental Unemployment Benefits Plan which shall provide teachers on maternity leave with ninety-five percent (95%) of their weekly salary under the SUB Plan during the thirteen (13) weeks of leave.

(2) The teacher may access sick leave entitlement with pay as specified in clause 8 of the collective agreement only for the period of sickness or disability.

#### 9.4.3 Parental Leave

a) The Employer shall grant parental leave to a teacher, without pay or benefits, in the following circumstances:

(1) 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.

(2) In the case of a parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.

9.4.4 a) A teacher returning from a maternity leave of fifteen (15) weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.

b) A teacher who wishes to extend a personal leave under clause 9.4.3 beyond the fifteen (15) week maternity leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave.

9.4.5 The period of leave during which a teacher is in receipt of Supplementary Unemployment Insurance Benefits shall be included as days required for accumulation of an increment.



#### 9.4.6 Notice of Parental Leave

- a) A teacher must give the Employer six (6) weeks of notice of the date the teacher will start parental leave unless the medical condition of the birth mother or child makes it impossible to comply with the requirement.
- b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under section 9.4.6(a), the teacher must give the Employer written notice at the earliest possible time of the date that the teacher will or has started parental leave.

#### 9.4.7 Notice of Resumption of Employment

A teacher who wishes to resume work on the expiration of a maternity leave or parental leave shall give the Employer 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.

#### 9.5 Adoption Leave

- 9.5.1 The Employer shall grant, without pay or benefits, in the case of an adoptive parent who is employed by the Employer, 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.
- 9.5.2
  - a) A teacher returning from an adoption leave of thirty-seven (37) weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.
  - b) A teacher who is granted additional leave under clause 9.7 beyond the thirty-seven (37) weeks adoption leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave.

#### 9.5.3 Notice of Adoption Leave

- a) A teacher must give the Employer six (6) weeks notice of the date the teacher will start parental leave unless 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 section 9.5.3(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.

#### 9.5.4 Notice of Resumption of Employment

- a) A teacher who wishes to resume work on the expiration of an adoption leave shall give the Employer 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.

9.6 Leaves of absence for the teacher's negotiation committee shall be granted to a maximum of five (5) teachers by the Employer without loss of salary, provided, however, that the Employer shall be reimbursed by the Association an amount equivalent to the salary of a substitute for each teacher for the first five days (5) of leave and 1/200 of each teacher's salary for each additional day of such leave.

9.7 Additional leaves of absence may be granted by the Employer for reasonable causes with or without pay and with or without benefits.

### 10. **TRANSFERS**

10.1 The Employer, if requesting a teacher to transfer to another school in another community, shall pay to that teacher moving expenses of \$1000, provided that the teacher finds it necessary to relocate the teacher's place of residence to the new community.

### 11. **GROUP INSURANCE**

11.1 The Employer shall effect and maintain:

a) Alberta School Employee Benefit Plan (ASEBP)

- (1) Extended Disability Benefit - Plan D
- (2) Life, Accidental Death & Dismemberment - Schedule 2
- (3) Extended Health Care - Plan 1
- (4) Dental Care - Plan 3
- (5) Vision Care Plan 3

b) Alberta Health Care Insurance (AHC)

applicable to and for the benefit of teachers in its employ according to the provisions of the plans.

11.2 All teachers shall be members of the ASEBP - Plan D, Schedule 2, as defined in 11.1(a)(1) & (2).

11.2.1 With respect to clause 11.1, it is understood that participation in ASEBP - Extended Health Care Plan 1, Dental Care Plan 3 and Alberta Health Care Insurance is not a condition of employment.

11.3 Effective September 1, 2012, the Employer contributions of the monthly premium for ASEBP and the Alberta Health Care premium shall be one hundred percent (100%).

Payment of the Board's contributions for the teacher shall be ordered in the following manner:

11.3.1 Extended Health Care;

11.3.2 Dental Care

11.3.3 Extended Disability Benefit – Plan D

11.3.4 Vision Care Plan 3

11.3.5 Life, Accidental Death & Dismemberment – Schedule 2

11.3.6 Alberta Health Care Insurance

11.4 Health Spending Account

11.4.1 Effective September 1, 2012, the Employer shall establish, for each teacher who is eligible for benefits under clause 11 of this agreement, an annual Health Spending Account of \$400.

11.4.2 Effective September 1, 2014, the annual contribution to the health spending account shall be increased to \$425. Upon ratification of a collective agreement by the parties following August 31, 2016, unless otherwise agreed by the parties, clause 11.4.2 shall terminate and clause 11.4.1 shall apply.

11.5 It is understood that payment made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Unemployment Insurance Commission regulations.

## 12. **GRIEVANCE PROCEDURE**

12.1 Any difference (hereinafter called "a grievance") arising from the contravention, interpretation, meaning, operation, application or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall, without stoppage of work or refusal to perform work, be subject to this grievance procedure. An earnest effort shall be made to settle the difference.

12.2 A teacher, the Association or the Employer may institute a grievance under the terms of this Collective Agreement.



- 12.3 a) The Employer may institute a grievance within thirty (30) days of the date of the incident giving rise to the grievance or the date the Employer reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the clause or clauses of this collective agreement which it is alleged have been violated and the remedy sought in writing to the Coordinator of Teacher Welfare of the Association. The Coordinator of Teacher Welfare of the Association shall render a decision in writing within twenty (20) days.
- b) The Association may institute a grievance within thirty (30) days of the date of the incident giving rise to the grievance or the date the Association reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the clause or clauses of this collective agreement which it is alleged have been violated and the remedy sought in writing to the Employer. The Employer shall render a decision in writing within twenty (20) days.
- 12.4 Within thirty (30) days of the act giving rise to the alleged grievance, or from the day on which the teacher ought to reasonably have become aware of its occurrence, the teacher shall submit a written statement of the particulars of the complaint, the clause or clauses contravened and the redress sought to the Superintendent of Schools or designate of the Employer and the teacher shall forward a copy to the EPC Chair and the Coordinator of Teacher Welfare of the Association. The Superintendent of Schools or designate shall render a decision in writing within twenty (20) days of receipt of such notice.
- 12.5 If the grievance is unresolved under clauses 12.3 or 12.4, either of the parties may notify the other in writing, within ten (10) days of the decision, of the desire to submit the difference to arbitration. The notification will contain a statement indicating the difference and the party's nominee to an Arbitration Board.
- 12.6 Within ten (10) days after receipt of the notification provided for in clause 12.5 the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.
- 12.7 Where appointees to an Arbitration Board have been named by the parties, the parties shall, within ten (10) days endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If the parties' nominees are unable to agree upon the choice of a Chairperson they shall immediately request the Director of Mediation Services to appoint a Chairperson.
- 12.8 After a Chairperson has been selected or appointed, the Arbitration Board shall meet with the parties within twenty (20) days and shall render its decision in writing to the parties as soon as possible after the completion of the hearing.



- 12.9 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 12.10 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.
- 12.11 Any Arbitration Board decision shall be governed by the terms of this Collective Agreement and the Arbitration Board shall not alter, amend or change any terms of this Collective Agreement.
- 12.12 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.
- 12.13 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sunday and other holidays.
- 12.14 Any of the aforesaid time limits may be extended at any stage upon the written consent of each party.
- 12.15 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. 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 or the party filing the grievance fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned.

#### **GENERAL**

13. Newly appointed teachers may be required to present a medical certificate of good health.
14. Staff deployment and administrative time shall be the responsibility of the Superintendent and principal in consultation with his/her staff.
15. The parties hereby recognize that basic to the proper management and administration of a school system, it is the Employer's right and responsibility to formulate and adopt policies.
  - 15.1 The Employer and Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.



- 15.2 The Employer shall submit proposed Employer policies pertaining to teachers to the Executive of the ATA Local No. 19 during the time which schools are operated. The Executive shall be given a minimum of four (4) weeks to provide feedback on proposed policies that pertain to teachers. The Employer will not implement a proposed policy within the four (4) weeks.
16. The Employer shall notify the teachers of changes in the approved school calendar at least six (6) months prior to the effective date of such change, except when mutually agreed upon.
17. The Employer shall provide each teacher in their employ with a copy of the Alberta School Employee Benefit Plan explanatory booklet, as well as the member's insurance card. A copy of the Employer's *Policy Handbook* shall be placed in each staff room. The Employer shall post a copy of the collective agreement on the division's website within thirty (30) days after the signing of the agreement by the ATA Coordinator of Teacher Welfare.
18. The Employer shall instruct each school/site to establish an annual professional development fund from the instructional budget. Allocation of the professional development funds shall be the responsibility of the school/site professional development committee including the principal. The fund is to be used exclusively for professional development activities of the certificated teaching staff. The funds shall be disbursed to certificated teachers as follows:
- a) Support for teachers to take non-credit courses for the purpose of professional improvement; and
  - b) Expenses for approved seminars, workshops, conferences and specialist councils.
- 18.1 Effective September 1, 2012, the Employer contribution to the Professional Development Fund for each full-time equivalent teacher for each of the individual teacher accounts is \$375 and the school site account is \$125.
- All monies remaining in the fund at the expiry of the budget year shall remain in the fund.
19. The Employer shall set and designate in each school year calendar two (2) days for classroom teachers to be free from students to perform tasks related to classroom duties.
20. When a school is closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school.
21. A teacher not in receipt of a continuous contract shall, where possible, be notified, in writing, by the Superintendent of Schools forty-five (45) days prior to the end of the current school year as to whether or not the teacher will be offered a continuous contract.



22. The Employer shall, through payroll deduction, collect Association fees set by by-law of the Association from each teacher covered by this collective agreement.

The Employer shall remit the fees collected to the Association each month and shall provide the Association, by November 30 of each school year, with a list of teachers from whom fees have been deducted.

23. The Employer shall implement a Deferred Salary Leave Plan.

24. This agreement shall inure to the benefit of and be binding upon the parties and their successors.

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED this 10 day of February, 2015 A.D.

Signed on behalf of

**THE ALBERTA TEACHERS' ASSOCIATION**

  
\_\_\_\_\_  
CHAIRPERSON

  
\_\_\_\_\_  
COORDINATOR OF TEACHER WELFARE

Signed on behalf of

**PALLISER REGIONAL DIVISION NO. 26**

  
\_\_\_\_\_  
CHAIRPERSON, BOARD OF TRUSTEES

  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

  
\_\_\_\_\_  
ASSOCIATE SUPERINTENDENT  
(HUMAN RESOURCES)



# LETTER OF UNDERSTANDING

BETWEEN

**PALLISER REGIONAL DIVISION NO. 26**

AND



**THE ALBERTA TEACHERS' ASSOCIATION**

1. Effective April 1, 2006, this letter of understanding forms an addendum to the collective agreement between the Palliser Regional Division No 26 and The Alberta Teachers' Association.
2. If a Principal or Vice Principal is transferred by the Employer to a position for which the administrative allowance is a lesser amount than he or she is receiving at the time the notice of transfer is provided to the Principal or Vice Principal, he or she will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which he or she has been transferred, or for a period of three consecutive school years, whichever period of time is less.
3. This provision shall not apply if a Principal or Vice Principal requests a transfer in writing.

EXECUTED this 10 day of February, 2015 A.D.




Signed on behalf of

**THE ALBERTA TEACHERS' ASSOCIATION**

  
\_\_\_\_\_  
CHAIRPERSON  
  
\_\_\_\_\_  
COORDINATOR OF TEACHER WELFARE

Signed on behalf of

**PALLISER REGIONAL DIVISION NO. 26**

  
\_\_\_\_\_  
CHAIRPERSON, BOARD OF TRUSTEES  
  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS  
  
\_\_\_\_\_  
ASSOCIATE SUPERINTENDENT  
(HUMAN RESOURCES)



**LETTER OF UNDERSTANDING**

**BETWEEN**

**PALLISER REGIONAL DIVISION NO. 26**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**


The Employer has established the position of Specialist. In accordance with the provisions of clause 5.4 of the existing collective agreement between the parties, it is hereby agreed the Specialist shall receive an allowance equal to 25 percent of the fourth year minimum of the salary grid per annum.

EXECUTED this 10 day of February, 2015 A.D.

Signed on behalf of

**THE ALBERTA TEACHERS' ASSOCIATION**

  
\_\_\_\_\_  
CHAIRPERSON


  
\_\_\_\_\_  
COORDINATOR OF TEACHER WELFARE

Signed on behalf of

**PALLISER REGIONAL DIVISION NO. 26**

  
\_\_\_\_\_  
CHAIRPERSON, BOARD OF TRUSTEES

  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

  
\_\_\_\_\_  
ASSOCIATE SUPERINTENDENT  
(HUMAN RESOURCES)

