

PARKLAND SCHOOL DIVISION NO. 70

And

THE ALBERTA TEACHERS' ASSOCIATION

September 1, 2006 to August 31, 2012

THIS AGREEMENT IS MADE THIS 4th DAY OF January, 2008 AD, PURSUANT TO THE SCHOOL ACT AND THE LABOUR RELATIONS CODE.

BETWEEN

The **PARKLAND SCHOOL DIVISION NO 70**
(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 certain terms and conditions of employment and the salaries of teachers have been the subject of negotiations between the parties; 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; 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 the Parkland Local No 10 of the Alberta Teachers' Association of proposed changes to policies and regulations, which directly affect the working conditions of said teachers. The representative of the bargaining unit will respond to such proposals within 15 consecutive days of being notified.

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

1. SCOPE OF AGREEMENT

- 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 shall be excluded from this agreement:
- (a) superintendent
 - (b) deputy superintendent
 - (c) assistant superintendent(s)
 - (d) associate superintendent(s).

2. TERM OF AGREEMENT

- 2.1** This agreement takes effect on September 1, 2006 and terminates on August 31, 2012. Either party may give to the other, not less than 60 days nor more than 240 days prior to the termination of this agreement, a notice in writing of its intention to commence collective bargaining. At the first meeting the parties shall exchange written proposals that identify those interests which they wish to explore during negotiations.

3. SALARY SCALE

- 3.1** The Board shall pay its 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 Effective September 1, 2006, teacher salaries will be increased by 3.25%. [see salary grid below]

Effective September 1, 2007, teacher salaries will be increased by 3.25%. [see salary grid below]

Effective September 1, 2008, teacher salaries will be increased by 4.53%. [see salary grid below]

Effective September 1, 2009, September 1, 2010 and September 1, 2011, teacher salaries will be increased by the amount of the December 31st year-over-year increase to the annual Alberta average weekly earnings index (AAWE). The applicable increase according to the Alberta average weekly earnings index is as follows:

- i. The increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta from January 1, 2008 to December 31, 2008 to the average of earnings for Alberta from January 1, 2007 to December 21, 2007 and so forth for each subsequent year [AAWE].
- ii. The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) [AAWE].
- iii. Following the provisions of the MOA, the salary increases to take effect on September 1, 2010 and September 1, 2011 will be calculated as follows:
 - (1) The September 1, 2010 salary increase will be calculated by comparing the average of earnings for Alberta from January 1, 2009 to December 31, 2009 to the average of earnings for Alberta from January 1, 2008 to December 31, 2008 [AAWE].
 - (2) The September 1, 2011 salary increase will be calculated by comparing the average of earnings for Alberta from January 1, 2010 to December 31, 2010 to the average of earnings for Alberta from January 1, 2009 to December 31, 2009 [AAWE].

- iv. In no case will a reduction in salary be applied. If the formula calculation for the AAWE produces a negative number, there will be no salary increase and the existing salary grid shall continue for the subsequent year.

Cohort Group Schedule Progression:

2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
0										
1	0 & 1	0	0	0	0	0	0	0	0	0
2	2	1 & 2	1	1	1	1	1	1	1	1
3	3	3	2 & 3	2	2	2	2	2	2	2
4	4	4	4	3 & 4	3	3	3	3	3	3
5	5	5	5	5	4 & 5	4	4	4	4	4
6	6	6	6	6	6	5 & 6	5	5	5	5
7	7	7	7	7	7	7	6 & 7	6	6	6
8	8	8	8	8	8	8	8	8 & 9	7	7
9	9	9	9	9	9	9	9	9	8 & 9	8
10	10	10	10	10	10	10	10	10	10	9

Effective September 1, 2006 to August 31, 2007 (a 3.25% increase)

	Two	Three	Four	Five	Six
0	\$35,551	\$39,435	\$47,191	\$49,966	\$52,739
1	\$37,158	\$41,228	\$50,034	\$52,807	\$55,578
2	\$38,764	\$43,019	\$52,874	\$55,648	\$58,420
3	\$40,369	\$44,809	\$55,714	\$58,488	\$61,261
4/5	\$41,974	\$46,601	\$58,553	\$61,329	\$64,100
6	\$43,580	\$48,393	\$61,846	\$64,623	\$67,393
7	\$45,187	\$50,186	\$65,140	\$67,916	\$70,689
8	\$46,792	\$51,976	\$68,433	\$71,209	\$73,981
9	\$48,398	\$53,767	\$71,727	\$74,502	\$77,275
10	\$50,003	\$55,560	\$75,021	\$77,794	\$80,569

Effective September 1, 2007 to August 31, 2008 (a 3.25% increase)

	Two	Three	Four	Five	Six
0	\$36,706	\$40,717	\$48,725	\$51,590	\$54,453
1	\$38,365	\$42,568	\$51,660	\$54,523	\$57,385
2	\$40,024	\$44,417	\$54,593	\$57,456	\$60,319
3	\$41,681	\$46,266	\$57,524	\$60,389	\$63,252
4	\$43,338	\$48,115	\$60,456	\$63,323	\$66,183
5/6	\$44,996	\$49,966	\$63,856	\$66,723	\$69,584
7	\$46,656	\$51,817	\$67,257	\$70,123	\$72,986
8	\$48,313	\$53,665	\$70,657	\$73,524	\$76,385
9	\$49,971	\$55,515	\$74,058	\$76,923	\$79,787
10	\$51,628	\$57,366	\$77,460	\$80,322	\$83,188

Effective September 1, 2008 to August 31, 2009 (a 4.53% increase)

	Two	Three	Four	Five	Six
0	\$38,369	\$42,561	\$50,932	\$53,927	\$56,920
1	\$40,103	\$44,496	\$54,000	\$56,993	\$59,985
2	\$41,837	\$46,429	\$57,066	\$60,059	\$63,051
3	\$43,569	\$48,362	\$60,130	\$63,125	\$66,117
4	\$45,301	\$50,295	\$63,195	\$66,192	\$69,181
5	\$47,034	\$52,229	\$66,749	\$69,746	\$72,736
6/7	\$48,770	\$54,164	\$70,304	\$73,300	\$76,292
8	\$50,502	\$56,096	\$73,858	\$76,855	\$79,845
9	\$52,235	\$58,030	\$77,413	\$80,408	\$83,401
10	\$53,967	\$59,965	\$80,969	\$83,961	\$86,956

4. ADDITIONAL ALLOWANCES

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

4.1.1 Allowances in accordance with the following schedule:

4.1.1.1 Effective September 1, 2006, Principal & Administrative Allowances will be increased 3.25% (the same percentage and date as the salary grid increases for teachers in Article 3.2.1)

Director	\$11,130	
Supervisor.....	\$7,551	
Department Head/Coordinator/Consultant/Facilitator	\$3,768	
Principal	Minimum for any principal	\$13,280
Enrolment 100-299	\$13,280 plus \$19.37 per student over 100	
Enrolment 300-499	\$17,154 plus \$16.60 per student over 300	
Enrolment 500-699	\$20,473 plus \$16.60 per student over 500	
Enrolment 700-899	\$23,794 plus \$16.60 per student over 700	
Enrolment 900-1099	\$27,113 plus \$15.77 per student over 900	
Enrolment 1100+	\$30,268 plus \$15.77 per student over 1100	

Maximum allowance for any one principal shall not exceed \$31,818

4.1.1.2 Effective September 1, 2007, Principal & Administrative Allowances will be increased 3.25% (the same percentage and date as the salary grid increases for teachers in Article 3.2.1)

Director	\$11,492	
Supervisor.....	\$7,796	
Department Head/Coordinator/Consultant/Facilitator	\$3,890	
Principal	Minimum for any principal	\$13,712
Enrolment 100-299	\$13,712 plus \$20.00 per student over 100	
Enrolment 300-499	\$17,711 plus \$17.14 per student over 300	
Enrolment 500-699	\$21,139 plus \$17.14 per student over 500	
Enrolment 700-899	\$24,567 plus \$17.14 per student over 700	
Enrolment 900-1099	\$27,995 plus \$16.28 per student over 900	
Enrolment 1100+	\$31,251 plus \$16.28 per student over 1100	

Maximum allowance for any one principal shall not exceed \$32,852

4.1.1.3 Effective August 31, 2008, the minimum and maximum Principal Allowances will be increased by \$500.00.

4.1.1.4 Effective September 1, 2008, Principal & Administrative Allowances will be increased 4.53% (the same percentage and date as the salary grid increases for teachers in Article 3.2.1)

Director	\$12,013	
Supervisor.....	\$8,149	
Department Head/Coordinator/Consultant/Facilitator	\$4,066	
Principal	Minimum for any principal	\$14,856
Enrolment 100-299	\$14,856 plus \$20.91 per student over 100	
Enrolment 300-499	\$19,037 plus \$17.92 per student over 300	
Enrolment 500-699	\$22,620 plus \$17.92 per student over 500	
Enrolment 700-899	\$26,204 plus \$17.92 per student over 700	
Enrolment 900-1099	\$29,787 plus \$17.02 per student over 900	
Enrolment 1100+	\$33,190 plus \$17.02 per student over 1100	

Maximum allowance for any one principal shall not exceed \$34,863

4.1.1.5 Effective September 1, 2009, September 1, 2010 and September 1, 2011, Principal & Administrative Allowances will be increased by the same percentage and on the same dates as the salary grid increases for teachers in Article 3.2.1.

4.1.2 ASSISTANT PRINCIPAL(S)

Each assistant principal shall receive 1/2 the allowance paid to the principal under clause 4.1.1.

4.2 The student count shall be on September 30 of each year, except that an adjustment shall be made in any allowance, effective March 1, where the September count varies by 20 percent or more on the February 28 following. 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 student.

- 4.3** The Board may create or designate new positions that fall within the scope of this agreement as described in article 1, provided that additional allowances, if any, for new positions are established after consultation with the Parkland School Division bargaining unit of the Parkland Local No 10 of the Association, acting on behalf of the Association and before the position is advertised or the appointment is made. The new position title and allowance rate shall be described in an addendum to this agreement.
- 4.4** Notwithstanding clause 13.2, a teacher who agrees to render professional service during any vacation period, with the written approval of the Superintendent or designate, shall, in the month following the month in which the work was performed, be paid 1/200 of the teacher's grid position salary for each day of work or shall be granted equivalent leave with pay which must be taken at a mutually agreeable time prior to the end of the school year. If the leave is not taken, the teacher shall submit a claim for payment to the Superintendent or designate no later than June 30 of the current school year. Payment will be made prior to August 31 of the current school year.

5. EXPERIENCE RECOGNITION

- 5.1** A year of teaching experience shall be earned by service with the Board for at least 120 days effective September 1, 1991, days as defined in Section 97(1) of the *School Act 2000*, as amended from time to time. No teacher shall lose credit for years of teaching experience recognized at the time of signing of this agreement. Substitute teaching shall be counted as teaching experience.
- 5.2** Any experience earned which required a valid Alberta teaching certificate or equivalent, shall be counted as experience by the Board.
- 5.3** The adjustment date for changes in the number of years allowed for years of teaching experience shall be on the first teaching day of the school year or on the anniversary date of commencement of employment.

Those teachers employed prior to September 1, 1991, shall continued to use the commencement of the school year or February 1 as anniversary date for the purpose of adjustments to increments and teaching experience.

- 5.4** Each teacher shall supply proof of previous teaching experience within 45 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.
- 5.4.1** Until proof of previous teaching experience is supplied, the teacher shall be paid at the minimum for the teacher's category of teacher education.
- 5.4.2** Provided proof of previous teaching experience or satisfactory evidence of application for same is submitted within the required 45 days, the teacher's salary shall be adjusted on the first of the month following submission of proof of previous teaching experience, retroactive to the commencement of teaching duties.
- 5.4.3** If proof of previous teaching experience or satisfactory evidence of application for same is not submitted within the required 45 days, salary adjustments shall be made at the beginning of the month following submission of the proof of previous teaching experience.
- 5.4.4** 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.
- 5.5** Teachers shall only receive increments for experience gained while holding a valid teaching certificate or while on a letter of authority.

6. EDUCATION RECOGNITION

- 6.1** The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service (TQS) 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.
- 6.2** The adjustment date for changes in the allowances for teacher education shall be the first day of the month following receipt of the statement of qualifications from the Teacher Qualifications Service.

- 6.3** Proof of teacher education or written proof of having applied for same must be submitted to the Board within 45 calendar days of the above mentioned adjustment dates or commencement of employment. Acceptable proof shall include the receipt from TQS or a letter from TQS indicating the teacher is currently having the teacher's documents evaluated. Upon receipt of the statement of qualifications from TQS, the original shall be submitted for inspection.

Failure to submit proof or written proof of application within the aforesaid 45-day period shall result in salary adjustment commencing the month following such submission.

- 6.3.1** Until proof of teacher education is submitted, a teacher shall be placed on the grid according to the most acceptable statement of qualifications or according to four years of teacher education.

- 6.3.2** Provided proof of teacher education or satisfactory evidence of application for same is submitted within the required 45 days, the teacher's salary shall be adjusted on the first day of the month following submission of proof of teacher education, retroactive to commencement of teaching duties.

7. ADMINISTRATIVE ALLOWANCES

- 7.1** Payment of administrative allowances according to clause 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 the principal's place for a period of 10 or more consecutive school days, said assistant principal shall be designated as acting principal effective the tenth day and shall receive an allowance equivalent to that of the principal for the period during which the assistant principal is so designated.

- 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 effective the second consecutive day, according to clause 4.1 should the principal be absent for two or more consecutive days.

- 7.2.2** When both the principal and the assistant principal are absent, a teacher shall be appointed acting principal. The teacher so appointed shall be paid effective the second consecutive day, according to clause 4.1 should the principal and assistant principal be absent for two or more consecutive days.

8. SUBSTITUTE TEACHERS

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

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

8.2.1 Effective September 1, 2006, substitute teacher rates will be increased 3.25% (the same percentage and date as the salary increases for teachers in Article 3.2.1).

per day \$171.54

per half day \$ 85.77

8.2.2 Effective September 1, 2007, substitute teacher rates will be increased 3.25% (the same percentage and date as the salary increases for teachers in Article 3.2.1).

per day \$177.11

per half day \$ 88.56

8.2.3 Effective September 1, 2008, substitute teacher rates will be increased 4.53% (the same percentage and dates as the salary increases for teachers in Article 3.2.1).

per day \$185.13

per half day \$ 92.57

8.2.3 Effective September 1, 2009, September 1, 2010 and September 1, 2011, substitute teacher rates will be increased by the same percentage and on the same dates as the salary grid increases for teachers in Article 3.2.1.

8.2.4 The above rates of pay include four percent vacation pay.

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

8.3 A substitute teacher shall provide evidence of teaching experience and teacher education as per articles 5 and 6 within 45 days of being eligible for placement on the grid.

9. SALARY PAYMENT

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

9.1.1 One-twelfth of the teacher's annual rate of salary paid on the 26th of each month except in December and March when payment shall be made on the last teaching day or the 26th of that month whichever is earlier.

(a) Salary adjustment resulting from unpaid leaves shall take place no later than the month following the month in which the leave occurs.

9.1.2 Clause 9.1.1 notwithstanding, a teacher who has resigned shall be paid in accordance with Section 111 of the *School Act 2000* as amended from time to time.

9.2 All salary payments shall be made through an electronic direct bank deposit system.

10. CUMULATIVE SICK LEAVE, ALBERTA SCHOOL EMPLOYEE BENEFIT PLAN, AND ALBERTA HEALTH CARE INSURANCE COMMISSION AND HEALTH SPENDING ACCOUNT

10.1 Sick leave shall be with salary and benefits and shall be for the purpose of the teacher obtaining medical or dental treatment or because of accident, disability or sickness.

10.1.1 All teachers under contract shall, in their first school year of employment, have available 20 days of sick leave, prorated if the contract is for less than a full school year. Such leave shall be noncumulative.

- 10.1.2** In the second successive and subsequent consecutive school years of employment, all teachers under contract shall have available 90 calendar days of sick leave. Such leave shall be noncumulative.
- 10.1.3** In the second successive and subsequent consecutive school years of employment, a teacher who is absent on sick leave shall, upon return to work, have the sick leave entitlement reinstated to 90 calendar days. However, in instances where the teacher has been continuously absent for a period of 30 or more calendar days, reinstatement of the sick leave entitlement may be made contingent upon the teacher providing a medical certificate signed by a physician, prior to the date of return, verifying that the teacher is medically fit to return to work. In addition, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive teaching days unless the absence is a result of a new medical condition supported by medical evidence
- 10.2** A teacher who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of more than three consecutive days, shall be required to present a medical certificate to the superintendent or designate as follows:
- 10.2.1** Teachers in their first year of employment shall be required to present a medical certificate within fourteen calendar days of the start of the absence.
- 10.2.2** Teachers in their second and subsequent consecutive years of employment shall be required to present a medical certificate within 30 calendar days of the start of the absence.
- 10.3** A teacher who is absent shall be required to sign and present a statement regarding the reason for every absence within five school days of returning to work.
- 10.4** The Board shall be entitled to require a teacher to submit to a medical examination by a doctor named by it, at the Board's expense.
- 10.5** Effective February 1, 1999, the Board will make a contribution of 90 percent per month of the premium cost for each participating teacher of Vision Plan 3 (ASEBP).
- 10.6** The Board shall pay 90 percent of a participating teacher's monthly premiums payable for Alberta Health Care Insurance. This clause shall apply to the basic plan only.

- 10.7** The Board will make a contribution of 90 percent per month of the premium cost for each participating teacher as per Plan D (EDB 1) and Schedule 2 (life insurance) of the Alberta School Employee Benefit Plan.
- 10.7.1** All teachers appointed to the staff effective November 9, 1971 and thereafter, as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a condition of employment provided enrolment is sufficient for implementation of the plan.
- 10.8** The Board will make a contribution of 90 percent per month of the premium cost for each participating teacher of Plan 1 of the extended health care insurance (ASEBP). All teachers, hired on and after September 1, 1978 shall be members of this plan as a condition of employment.
- 10.8.1** Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under extended health care insurance (ASEBP).
- 10.9** The Board will make a contribution of 90 percent per month for premiums for each teacher participating in Dental Plan 3 of the Alberta School Employee Benefit Plan. All teachers appointed to the staff effective September 1, 1982 and thereafter shall be a member of this plan as a condition of employment.
- 10.9.1** Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP dental plan.
- 10.10** For teachers enrolled in ASEBP Plan D (EDB 1), after 90 continuous calendar days of illness, sick leave benefits shall be suspended and no further salary shall be paid.
- 10.11** In the event that,
- (a) a teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP extended disability benefits and
 - (b) the teacher is accepted by the insurance carrier as an EDB claimant, the Board shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of 90 calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and the teacher receives the first EDB payment.

10.12 Payments made toward benefit plans by the Board shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

10.13 The Board will establish a Health Spending Account (“HSA”) for each of its eligible teachers that adheres to Canada Revenue Agency (CRA) requirements. Any unused balance in the HSA at the end of a school year will be carried forward to the extent permitted by the CRA. Teachers who are no longer employed by the Board forfeit any remaining balance in the HSA.

10.13(a) Eligible teachers shall be teachers who are employed by the Board on continuing, probationary, interim or temporary contracts, including teachers on extended disability leave and subject to the limitations of 10.13(b). Eligible teachers who are on sick leave or extended disability leave receive HSA credits. Teachers who are on unpaid leaves of absence of 30 days or more will not receive HSA credits.

10.13(b)(i) For the 2006-07 school year, part-time teachers below 0.5 FTE are not eligible for HSA credits except for those teachers below 0.5 FTE who received HSA credits during the 2005 – 2006 school year and who will be grandfathered for the duration of this Collective Agreement and continue to be eligible for HSA credits.

10.13(b)(ii) For the 2007 – 2008 school year, teachers with 0.2 FTE or greater but less than a 0.5 FTE (other than those teachers grandfathered under 10.13(b)(i) above) are eligible for HSA credits pro-rated according to their FTE. Such eligibility for the 2007 – 2008 school year will apply to the subsequent school years in this Collective Agreement.

10.13.1 For the 2006-2007 school year, each HSA shall be in the amount of \$504 per eligible teacher, and be paid by the Board no later than August 31, 2007, but shall not include teachers hired for the first time after June 30, 2007.

10.13.2 For the 2007 – 2008 school year, each HSA shall be in the annual amount of \$504, credited at \$42 per month, for each eligible teacher.

10.13.3 For the 2008 – 2009 school year, each HSA shall be in the annual amount of \$600, credited at \$50 per month, for each eligible teacher.

- 10.13.4** For the 2009 – 2010 school year, each HSA shall be in the annual amount of \$660, credited at \$55 per month, for each eligible teacher.
- 10.13.5** For the 2010 – 2011 school year, each HSA shall be in the annual amount of \$696, credited at \$58 per month, for each eligible teacher.
- 10.13.6** For the 2011 – 2012 school year, each HSA shall be in the annual amount of \$744 credited at \$62 per month, for each eligible teacher.

11. PROFESSIONAL IMPROVEMENT LEAVE

- 11.1** 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.
- 11.2** To be eligible for professional improvement leave under clause 11.1, the teacher shall have served the Board for five consecutive years, immediately prior to granting of such leave.
- 11.3** Professional improvement leave for a period of less than one year may be granted by the Board and remuneration shall be prorated to the amount of salary set forth in clause 11.8.
- 11.4** A teacher who is granted professional improvement leave shall give an undertaking in writing to return to the teacher's duties following expiration of the teacher's 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 the teacher's duties. If the teacher fails to complete the two year return to work requirement, the teacher shall refund to the Board an amount equal to the number of months remaining in the two year commitment divided by 24 times the amount of the allowance paid under clause 11.8.
- 11.5** All applications for professional improvement leave shall be submitted to the Board by April 1 preceding the school year in which the professional improvement leave is to commence.

- 11.5.1** The Board shall provide a list of all applicants for professional improvement leave to the president of ATA, Parkland Local No 10 by May 1.
- 11.6** The Board shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional improvement leave.
- 11.7** The Board shall notify each applicant by May 1 as to whether or not professional improvement leave is granted.
- 11.8** A teacher who is granted professional improvement leave shall receive an annual salary in the amount of 75 percent of fourth year minimum grid position. During this period the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 percent of the cost of the premiums.
- 11.9** At the time professional improvement leave is granted, the Board and the teacher shall agree in writing to the terms and conditions of resumption of duties on the part of the teacher.

12. LEAVES OF ABSENCE

- 12.1** Bereavement/Critical Illness Leave - Temporary leave of absence shall be granted by the Board, with pay, according to the following schedule:
- 12.1.1** In the event of death of a teacher's spouse or child, time up to and including five days.
- 12.1.2** In the event of critical illness on the part of the teacher's spouse or child, time up to and including four days.
- 12.1.3** In the event of critical illness or death of a teacher's relative, time up to and including three 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 other than the teacher's spouse or child.
- 12.1.4** In the event of the death of a teacher's brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent of spouse, a time of up to one day.

12.1.5 Extensions for leave under clauses 12.1.1, 12.1.2, 12.1.3 or 12.1.4 must be applied for in writing within 30 days of the leave of absence.

12.1.6 In the event of the death of someone close to the teacher or for the purpose of acting in any official capacity at a funeral, a time up to one day in any school year.

12.1.7 For purposes of clause 12.1.2 and 12.1.3, critical illness shall be determined by a certificate from a physician.

12.2 Family Medical/Serious Illness – Temporary leave of absence shall be granted by the Board, with pay, for medical appointments for members of the immediate family or in the event of serious family illness, a time up to two days in any school year.

12.3 Wedding/Convocation – Temporary leave of absence shall be granted by the Board, with pay, in the event a teacher wishes to attend the teacher's own wedding, convocation or graduation from a post-secondary institution time up to one day.

12.4 Impassable Road – Temporary leave of absence shall be granted by the Board, with pay, to a teacher who, upon making an effort to reach the teacher's place of employment from the teacher's normal place of residence, encounters an impassable public highway and is not able to be present at school. The teacher will be entitled to salary subject to a recommendation from the principal and approval from the superintendent of schools. If the principal or superintendent of schools rejects the teacher's request for salary payment, the superintendent of schools shall communicate with the teacher indicating in writing their reasons for the rejection. The superintendent of schools shall consult with the teacher and principal before any final decision is made and that decision will be based on each individual case.

12.5 Jury Duty – Temporary leave of absence shall be granted by the Board, with pay, for jury duty or any summons related thereto or to answer a subpoena or summons to attend as a witness in any proceeding before a body authorized by law to compel the attendance of a witness provided that the teacher remits to the Board any jury stipend (excluding allowances and/or expenses) set by the court or other body.

12.6 Personal Leave

12.6.1 One day leave of absence without loss of salary shall be granted to a teacher.

12.6.2 A further leave of absence of not more than four days in total in any school year shall be granted with pay provided that an amount equivalent to the salary of a substitute, whether or not a substitute is required, is forthcoming to the Board through payroll deductions or payment from other sources.

12.6.3 No more than two of the days in 12.6.1 and 12.6.2 can be attached to a break of more than four days without permission of the Superintendent or designate.

12.7 Maternity Leave

12.7.1 Teachers are entitled to maternity leave without pay and benefits for a period not exceeding 18 weeks.

12.7.2 The teacher, whenever possible, shall notify the Board of the teacher's leave requirements at least 30 days in advance of the first day of the maternity leave. The commencement of and return from maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification. Maternity leave shall commence no later than the birth of the child.

12.7.3 .When a teacher is unable to attend work and perform duties for reasons associated with pregnancy, the teacher shall be eligible for one of 12.7.3.1 or 12.7.3.2.

12.7.3.1 If the absence commences prior to ten (10) weeks before the estimated date of delivery and continues without the teacher returning to work, the teacher shall be placed on sick leave as per clause 10 of this agreement until such point in time as the teacher is eligible to apply for Extended Disability Benefit (EDB) from ASEBP.

12.7.3.2 If the absence commences within the ten (10) weeks before the estimated date of delivery, the teacher shall choose one of 12.7.3.2 (a) or 12.7.3.2 (b). Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work following maternity leave.

12.7.3.2 (a) The Board shall implement and maintain an Employment Insurance Maternity Benefit Top-up Plan which shall provide the teacher on maternity leave with 100% of the teacher's weekly salary under the Top-up Plan during the 18 weeks of leave. The provisions of 10.1, 10.2, 10.3, 10.4 and 10.11 will not apply. The Board will continue to make contributions to benefit premiums as specified in clauses 10.5, 10.6, 10.7, 10.8 and 10.9 of this agreement for the period of maternity leave.

12.7.3.2 (b) Notwithstanding clause 12.7.1, the teacher may access sick leave entitlement with pay and benefits as specified in clause 10 of this agreement for the period of sickness or disability.

12.7.4 In addition to the maternity leave, the teacher is entitled to a parenting leave without pay and benefits of up to 34 weeks provided such leave is continuous and complete within 52 weeks of the commencement date of maternity leave. During this 34 week period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 percent of the cost of the premiums.

12.7.5 The rate and duration of maternity leave benefits do not change in the event of a multiple birth.

12.8 Paternity Leave

12.8.1 Temporary leave of absence shall be granted by the Board, with pay, in the event of the birth of a teacher's child, paternity leave of up to one school day.

12.8.2 A teacher is entitled to paternity leave without pay and benefits for up to 37 weeks following the birth of his child provided such leave is continuous and complete within 52 weeks of the birth date of that child. During this 37-week period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 percent of the cost of the premiums.

12.8.3 The teacher shall, in consultation with the superintendent or designate, establish a date of return from leave at the time the paternity leave is taken.

12.8.4 The rate and duration of paternity leave benefits do not change in the event of a multiple birth.

12.9 Adoption Leave

12.9.1 Temporary leave of absence shall be granted by the Board, with pay in the event of an adoption, time up to one day on the date of adoption.

12.9.2 Teachers are entitled to adoption leave without pay and benefits for a period not exceeding 37 weeks provided such leave is continuous and complete within 52 weeks of the date the child arrives home. During this 37-week period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 percent of the cost of the premiums.

12.9.3 When possible, a teacher will notify the Board of the leave requirements 30 days in advance of the first day of the leave.

12.9.4 For each adoption leave, the rate and duration of adoption leave benefits do not change where a teacher takes this entitlement to adopt more than one child.

12.10 Association Business

12.10.1 The Board shall grant reasonable requests for leave of absence for the purpose of Association professional activities provided an amount equal to the substitute rate stated in this agreement is reimbursed to the Board by the Association and provided such leave does not adversely affect the operation of the school or School Division.

12.10.2 Upon written request made in a timely manner by Parkland Local No. 10, a teacher who is elected to the office of President of Parkland Local No. 10 shall be granted release time on a mutually agreed scheduled basis, up to a maximum of half-time, for the school year(s) during which the office is held. During such scheduled leave of absence, Parkland Local No. 10 shall pay a prorated portion of Board cost which reflects the amount of release time provided.

12.10.3 Leave of absence for collective bargaining shall be granted to a maximum of five representatives of Parkland Local No 10 provided an amount equal to the substitute rate stated in this agreement is reimbursed to the Board by the Parkland Local No 10. In exceptional circumstances, the Board in its discretion may extend this benefit to more than five representatives.

12.11 Additional Leaves

12.11.1 Additional leaves of absence may be granted by the Board without pay and without benefits, without pay and with benefits, with pay and without benefits or with pay and with benefits, at the discretion of the Board.

13. TEACHER SERVICES

13.1 Teachers will not be required to render service in a school year for more than 200 teaching days as defined in *School Act 97(1)* commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.

13.2 Notwithstanding clause 13.1, principals and assistant principals shall be responsible to organize their schools in order that the schools are ready for operation.

13.3 The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Board on or before the preceding May 31.

13.4 The Board shall set a fixed spring break after consultation with the Parkland Local No 10 of the Association.

14. TRANSFERS

14.1 Notwithstanding Section 104 of the *School Act*, no teacher who has been designated as a principal or assistant principal shall be transferred to another school without the teacher's consent.

- 14.2** If the Board requests a teacher to transfer to another school, it shall pay the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of such transfer, providing such transfer requires a change of residence.
- 14.3** Any teacher who becomes an employee of the Board pursuant to the provisions of Section 242 (1) (2) (3) of the *School Act* and who had been designated a principal, vice-principal or assistant principal by the teacher's former employer retains such designation.

15. ATYPICAL SCHOOL YEAR CALENDAR

- 15.1** Operating principle: The parties agree that the foundation principle to these measures is that each teacher affected by the atypical school year calendar will provide the number of operational days of service stated in the Board's regular school year calendar and the Board will pay each teacher accordingly in keeping with the School Act and the Collective Agreement.
- 15.2** A teacher holding a continuous teaching contract and providing service at commencement of the atypical calendar year will continue to receive an annual salary as per Clauses 3.2.1 and 9.1.1 effective from September to August of each year of the pilot period.
- 15.3** A teacher holding a term contract, i.e., temporary, probationary or interim contract, and providing service at the commencement of the atypical calendar year will receive an annual salary as per Clauses 3.2.1 and 9.1.1 effective from September to August of each year of the pilot period unless the teacher elects to receive an advance payment equivalent to one-twelfth of the teacher's annual salary on August 26 of each year. Where the teacher elects to receive such advance payment, the teacher's final payment in June will reflect a deduction of this advance.
- 15.4** A teacher holding a term contract and providing service in August under the atypical calendar year will be eligible to receive benefit coverage and sick leave provisions in accordance with Article 10 of the Collective Agreement.
- 15.5** Substitute teachers will be paid in accordance with the Collective Agreement rates in effect for the dates that service is provided.

- 15.6** In the event that a teacher is transferred to or from a school with an atypical school year calendar during the school year, the teacher will provide service for the number of operational days stated in the Board's regular school year calendar. Should a teacher, as a result of transfer, be asked and agree to provide more than these specified days of service, the teacher shall be paid at a rate of 1/200 of the teacher's annual salary for each day worked.

16. GRIEVANCE PROCEDURES

- 16.1** Any difference between an 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.
- 16.2** Step A-Such difference (hereinafter called a "grievance") shall first be submitted in writing to the superintendent of the Board and to the president of Parkland Local No 10. Such written submission shall be made within 15 school days after 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 to have been violated and the remedy sought.
- 16.3** Step B-If the grievor is not satisfied with the disposition of the grievance or if no decision is rendered within 15 school days after submitting the grievance to the superintendent, the grievor or the president of Parkland Local No 10, as the case may be, shall submit the grievance to a grievance committee as hereinafter provided but in any case within 15 school days of the superintendent's decision being communicated to the grievor. Such grievance committee shall be composed of two representatives of the Board and two representatives of the Alberta Teachers' Association. A quorum of this committee shall consist of all representatives. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect to the grievance within 15 school days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

16.4 Step C-If the grievance committee does not meet or reach a unanimous decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 school days after the date the aforesaid 15 school day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

16.4.1 Each party shall appoint one member as its representative on the arbitration board within seven school days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five school days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.

16.4.2 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

16.4.3 The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted under this agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.

16.4.4 The findings and decision of a majority of the arbitration board 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 board.

16.4.5 The arbitration board shall give its decision in writing no later than 14 days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.

16.4.6 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

16.5 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner. Therefore, compliance with the provisions is mandatory. If the respondent fails to comply with the provisions of this procedure, the grievance is processed to the next step. If the grievor fails to comply with all provisions of this procedure, the respondent shall inform the grievor of the omission by registered letter sent to the grievor's last known address. If the grievor fails to comply with all provisions within five school days of the aforesaid notification, the grievance is at an end.

16.5.1 If the grievor fails to receive the letter described in article 16.5, the grievance is at an end.

16.6 Any of the aforesaid time limits may be extended at any stage upon the written consent of both parties.

16.7 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear the expense of the chairman equally.

17. EFFECT OF AGREEMENT

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

17.2 The two parties may at any time, upon their mutual agreement, negotiate revisions of this agreement. Any such revision shall become effective from such date as shall be agreed upon by both parties.

17.2.1 The parties agree that the terms and conditions of the Last Collective Agreement which have not been amended by this Collective Agreement, and any award of the IAB (Jolliffe, McGown, Neuman board of arbitration established pursuant to an agreement between the parties of March 19, 2007), whenever issued, are incorporated into, and form part of, this Collective Agreement and are binding on the parties.

17.2.2 The parties agree that the terms and conditions in this Collective Agreement, which includes those stated in Article 17.2.1, constitute the entire Collective Agreement of the parties for the term from September 1, 2006 to August 31, 2012.

17.2.3 Should the conditions in the Memorandum of Agreement reached November 15, 2007 between Her Majesty the Queen in Right of the Province of Alberta and the Alberta Teachers' Association (the "Memorandum") not be met as at January 31, 2008, or in accordance with the terms thereof, or there is no ratification of the Memorandum by a majority of the teachers voting under Bylaw 11(3) of the General Bylaws of the ATA, the parties agree that Article 3.9 of the Memorandum shall apply and Article 17.2.2 noted above shall have no further force or effect.

17.2.4 In such event as set out in Article 17.2.3 above, the Last Collective Agreement will continue in effect until the IAB decides on the issues put before it pursuant to the parties' agreement dated March 19, 2007, before the Memorandum existed, and the IAB shall proceed to decide the issues as though the Memorandum had not been reached nor applied by it.

17.3 The parties further agree that effective dates of this agreement will appear at the bottom of each page and that a true copy of the collective agreement should be made available to each teacher. Both parties agree to have the spokesperson from each party's negotiating team be responsible for preparation and distribution of the signed collective agreement.

18. INSTRUCTIONAL HOURS

Effective September 1, 2008

It is the Board's intent to ensure that schools operate as closely as possible to the required hours of instruction mandated by Alberta Education (950 hours of instruction per year for elementary and junior high schools; 1000 hours per year for senior high schools.) The parties recognize that schools require flexibility to meet their unique organization and program needs.

18.1.1 Full-time elementary and junior high school teachers may be assigned up to 95.5 percent of the total yearly instructional time of the school.

18.1.2 Full-time teachers in senior and combined junior-senior high schools may be assigned up to 88.5 percent of the total yearly instructional time of the school.

18.1.3 Assigned instructional time for part-time teachers will be prorated in accordance with their full-time equivalency.

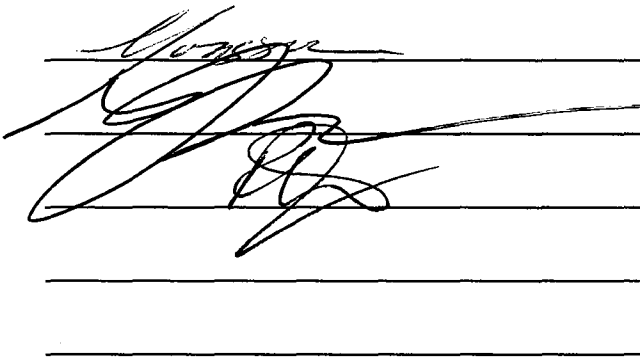
18.1.4 It is acknowledged that schools may require some flexibility in deploying teaching staff to meet the educational needs of students. In the event that a school considers exceeding limits on assigned instructional time as specified in Clauses 18.1, 18.2 and 18.3, such changes shall be determined through a collaborative process as outlined in Addendum A.

THIS AGREEMENT SHALL ENURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES AND THEIR SUCCESSORS.

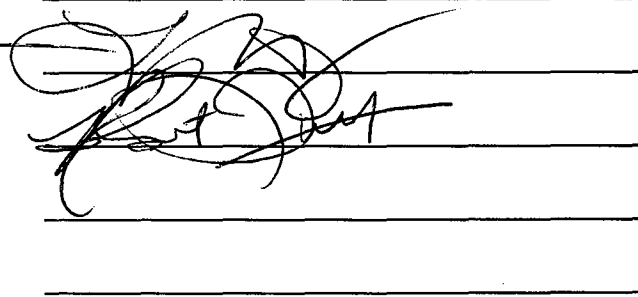
In Witness Whereof the parties have executed this Agreement on the date first
aforewritten.

**ON BEHALF OF THE
PARKLAND SCHOOL DIVISION NO. 70**

**ON BEHALF OF THE
PARKLAND LOCAL NO. 10
ALBERTA TEACHERS' ASSOCIATION**

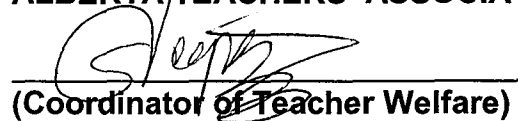


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Handwritten signature of a representative of Parkland Local No. 10 Alberta Teachers' Association, written over four horizontal lines.

**ON BEHALF OF THE
ALBERTA TEACHERS' ASSOCIATION**



Handwritten signature of the Coordinator of Teacher Welfare, written over a horizontal line.

(Coordinator of Teacher Welfare)

LETTER OF INTENT

between

PARKLAND SCHOOL DIVISION NO. 70

and

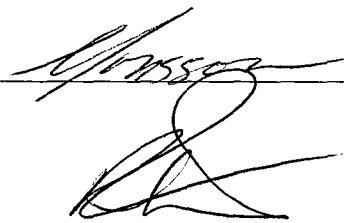
ALBERTA TEACHERS' ASSOCIATION


The parties agree that any substantive change to Board policy H-23 (Extra-curricular and Co-curricular Activities – effective date of April 17, 2001) will be made after the Board's consultation with the ATA Local. This letter expires one month following the completed review of this policy and establishment of its new effective date.

Dated this 4th day of January 2008.

**ON BEHALF OF THE PARKLAND
SCHOOL DIVISION NO. 70**

**ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**





Addendum A: Process for Determining Changes to Assigned Instructional Time in Accordance with Clause 18.4

When consideration is being given to exceeding limits on assigned instructional time, it is expected that a school's administration and teaching staff would adopt the following guidelines:

Collaboration/Consensus

- School administrators will provide the opportunity for professional staff to participate in discussions relative to the organizational and staffing needs of the school for the subsequent school year.
- Professional staff will be provided with all relevant information as it relates to assigned instructional time.
- Professional staff will be encouraged to participate in discussing, exploring and deciding on whether to exceed the limits on assigned instructional time.
- Where consensus is not reached, the school administration and Professional staff of a school will vote by secret ballot, to be conducted by the school administration and the Parkland Local No. 10 representative. A bare majority will be required for a school to exceed the stated limits on assigned instructional time.