Fort Vermilion School Division No 52

PREAMBLE WITNESSETH

This agreement is made pursuant to the ***School Act*** and the Alberta Labour *Relations* Code

Between the Fort Vermilion School Division No 52 (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 salaries of teachers have been the subject of negotiations between the parties;

And whereas the parties desire that these matters be set forth in an agreement concerning the terms of employment of the said teachers.

Now therefore this agreement witnesseth that in consideration of these premises and of the mutual and other covenants herein contained the parties agree as follows:

1. Coverage

During the currency thereof this agreement shall be applicable to all teachers employed by the Board under engagement pursuant to the *School Act*.

1.1 Bargaining Unit—This agreement applies to those employees of the Board who, as a condition of employment, must possess a valid teaching certificate or letter of authority issued by Alberta Education, herein collectively referred to as teachers, or where the context requires, teacher.

1.2 Exclusions—Notwithstanding clause 1.1 employees holding the following designations shall be excluded from this agreement:

(a) superintendent and any other designations which include the term superintendent.

(b) For purposes of this collective agreement, the positions identified in 1.2 (a) plus the secretary-treasurer and assistant secretary-treasurer will constitute the term "superintendent or delegate."

1.3 The salaries and terms and conditions of the teachers' employment with the Board are governed by the provisions of this agreement and any statutory provisions relating thereto.

1.4 Management Rights—The Board retains all residual rights of management not specifically limited by the terms of this agreement.

2. Terms of Agreement

2.1 This agreement takes effect on September 1, 2006 and terminates August 31, 2007. Either party may, not less than 60 days and not more than 150 days preceding the expiry of the term of the collective agreement by notice in writing, require the other party to the collective agreement to commence collective bargaining.

3. Salary

3.1 The following shall determine the placement of a teacher on the salary schedule:

(a) The amount of teacher education, pursuant to clause 7.(b) The length of teacher experience, pursuant to clause 6.

3.2 The Board shall pay all teachers monthly 1/12 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, except clause 10.

Effective September 1, 2006

Years of teaching experience	Years of University Education			
	Three	Four	Five	Six
0	43,037	50,312	52,591	55,164
1	45,462	54,060	56,343	58,924

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2	47,886	57,806	60,097	62,678
3	50,311	61,549	63,850	66,436
4/5	52,735	65,295	67,601	70,196
6	55,160	69,042	71,356	73,952
7	57,585	72,788	75,110	77,708
8	60,009	76,539	78,862	81,470

Salary grids are to be "rolled-up" for each year of the Collective Agreement's term

3.3 All full-time teachers and permanent part-time teachers covered by this agreement can obtain, upon written request to the secretary-treasurer, a salary advance of $500 five days after:

(a) commencement of the school year provided they were employed continuously for the five days: or

(b) commencement of employment provided they were employed continuously for these five days

This salary advance must be applied for prior to 10 days after the first operational day of the school year or employment, whichever is applicable.

This salary advance shall be repaid via a salary deduction on the teachers' first month's pay.

3.4 A relocation loan of $1,200 maximum is to be made available to teachers commencing their first year of employment with the Board. The loan shall be interest free and principle to be repaid during the first year of the teachers' contract. The loan is to be made available 30 days prior to commencement of the school year.

3.5 Notwithstanding clause 3.4 teachers appointed during the school year may enter into an agreement with the school division to borrow such funds as agreed to for relocation. Terms of this loan shall be similar to those in clause 3.4.

3.6 Pay For Summer School or Night School

Teachers who teach summer school or night school shall be paid at the rate of 1/200 for each full day and 1/400 for each half day or evening. Teachers may elect to take equivalent time-in-lieu as mutually agreed with the superintendent or designate. Time-in-lieu earned but not taken by June 30 shall be paid out at the above rate.

4. Administrative Allowances

4.1 Principal's Allowance—In addition to his/her salary in clause 3, each principal shall receive, monthly, an allowance equal to 1/12 of the following schedule using the student count as of September 30 each school year.

4.2 Base administrative allowance:

		Per Student			
Effective	Per Annum	0-100	101-200	201-400	400+
September 1, 2006	$13,132		$39.40	$19.71	$13.13

4.2.1 Notwithstanding clause 4.2, a principal of a school of 30 students or less:

Effective	Per Annum
September 1, 2006	$9,192

4.3 Notwithstanding, no school principal shall be paid an allowance of more than:

Effective	Per Annum
September 1, 2006	$26,264

4.4 Vice-Principal's Allowance—In addition to his/her salary in clause 3, each vice-principal shall receive 50 per cent of the allowance paid to the principal.

5. Additional Allowance

5.1 When all school administrators are absent from the school, one teacher shall receive an allowance per day while assuming principal hice-principal responsibilities.

Effective	Per Day
September 1, 2006	$63.20

5.1.1 In schools where there are vice-principal's, if a principal is absent the vice-principal will assume the duties. After

five consecutive days absence, the vice-principal will receive 1/200 of the principal's allowance prorata to the first day of the principal's absence.

5.2 It is recognized that teachers in one-room schools must be exempted from the provisions of clause 5.1.

5.2.1 Effective September 1, 2002, a principal of the Division who is responsible for the jurisdiction Outreach School shall receive an annual administrative allowance in addition to the base allowance provided for in clause 4.2.

Effective	Per Annum
September 1, 2006	$8,255

5.3 A teacher designated as career and technology studies who holds a valid teaching certificate and one or more related journeyman trade tickets shall be granted two experience increments above the grid placement determined in accordance with clauses 6 and 7. Experience increments cannot exceed eight increments.

5.4 A teacher acting as a facilitator, as assigned from time to time by the superintendent or designate, shall receive:

Effective	Per Annum
September 1, 2006	$1,895

5.5 A teacher acting as a curriculum/assessment coordinator, as assigned from time to time by the superintendent or designate, shall receive:

Effective	Per Annum
September 1, 2006	$5,056

5.6 A teacher appointed to the position of Director of Literacy or Director of School Completion shall receive an annual salary which is 5 per cent greater than that of the highest paid principal in the division, to be calculated based on September 30 enrolments.

6. Teaching Experience

In computing the number of years of teaching experience to which the teacher is entitled the following provisions shall apply:

Until the teacher submits satisfactory evidence of teaching experience to the Board, the teacher shall be placed on the salary schedule as determined by the superintendent or delegate. Satisfactory evidence shall be deemed to be documentation from Boards which employed the teacher.

6.1 A teacher who provides active teacher service with the Board for a minimum equivalent of 125 full-time equivalent teaching days shall be eligible for one teaching increment. Part-time teachers are included in these provisions, however, substitute teaching, other than that provided for in clause 9.3, does not count toward the 125 days. (See clause 9.5.) Such increments shall be calculated in September or January after the accrued experience. No teacher is entitled to more than one increment under this clause.

Teachers that have less than 125 teaching days accumulated at the commencement of their current contract, may take the shortfall from their present contract (once the required shortfall days have been worked) subject to:

(a) clause 6.3, and

(b) the anniversary date for new teaching experience Increments shall be the day following the required number used to reach the 125 days as per clause 6.1, and

(c) part-time teachers will be entitled to increment change, when they have worked the equivalent of one full year experience.

6.2 (a) While in the possession of a teaching certificate or a letter of authority the number of days of teaching experience with a school board earned by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. (This does not apply to substitute teaching days as per clause 9.5 of this agreement.)

(b) Teaching experience obtained at the college or university level shall not be counted as teaching experience in schools under the Board's jurisdiction. (This provision does not apply to those individuals who have, as of April 23rd 1999, received approval.)

6.3 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, on the first day of January or on commencement of employment, whichever is applicable.

6.4 Each teacher claiming additional teacher experience and each teacher commencing employment with the Board shall submit satisfactory evidence of teaching experience to the Board within 90 calendar days from commencement of the school year or from the date of commencement of employment, whichever is applicable.

6.5 If satisfactory evidence is submitted within 90 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.

6.6 If satisfactory evidence is not submitted to the division within the 90 calendar day period, placement on the salary grid shall remain at the maximum verified years of experience level until the first of the month following the acceptance of satisfactory evidence.

7. Teacher Education

7.1 Placement in the salary schedule shall be pursuant to a statement of qualifications at the first day of the school year or on commencement of employment.

7.2 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the memorandum of agreement dated March 23, 1967, among the Department of Education, the Alberta School Trustees' Association and the Alberta Teachers' Association.

7.3 Until a teacher submits a statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum educational requirement for his/her teaching certificate as estimated by the superintendent or delegate. Teachers without a statement of qualifications will initially be placed at the three years of training level.

7.4 Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall supply a statement of qualifications to the Board within 90 calendar days from the commencement of the school year or the date of commencement of employment, whichever is applicable.

7.5 If the statement of qualifications is submitted within the 90 calendar days, salary shall be paid according to the statement of qualifications effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.

7.6 If a statement of qualifications is not submitted within the 90 calendar days, salary shall be adjusted effective the first day of the month following submission of the statement of qualifications.

7.7 Where confirmed extenuating circumstances result in the teacher being unable to meet the 90 day requirement, the superintendent or delegate, after reviewing the circumstances, may grant salary entitlement retroactive to the teacher's commencement date of employment.

7.8 (a) Prorata allowances per step will be paid for fractional years of teacher education.

(b) Teachers shall be eligible for and shall be paid prorata for courses taken which meet the requirements of the Qualifications Service.

8. Part-Time Teachers

8.1 A part-time teacher shall mean a teacher employed under contract of employment to provide service for less than the regular hours of instruction per school year as established by the Board's policy. Part-time teachers shall receive the salary and benefits stipulated in this agreement on a prorata basis according to the per centage of time worked.

9. Substitutes

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

9.2 The rate of pay, inclusive of holiday pay, for substitute teachers shall be:

Effective	Full Day	Half Day
September 1, 2006	$176.85	$103.16

9.3 Notwithstanding the above, a substitute teacher who substitutes for a period of three or more consecutive teacher/pupil contact days in the same school for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days. In such a case the substitute teacher must submit proof of experience and qualifications in accordance with clause 6 and clause 7 of this agreement.

9.4 When required, a substitute teacher shall be called, if available.

9.5 Except for the provisions covered by this clause (clause 9) none of the provisions of this agreement apply to substitute teachers.

10. Professional Improvement leave

10.1 A teacher is eligible, after three years of service with the Board, to apply to the Board, prior to February 1, for professional improvement leave for the purpose of further study which will increase his or her capabilities.

10.2 The Board shall submit all applications to a selection committee of two Board members and the superintendent or delegate, who shall be a non-voting member of the committee and two teacher representatives appointed by Local No 77 of the Alberta Teachers' Association.

10.2.1 Notwithstanding clause 10.2, in the event of a tie vote, the superintendent or delegate will cast the deciding vote.

10.3 In addition, the Board shall suggest criteria of a general nature to be used in the selection of the applicants for professional leave.

10.4 The selection committee will identify to the Board, candidates eligible to receive professional leave on or before March 1.

10.5 From the candidates identified by this selection committee the Board may, at its discretion, grant one or more teachers a one year professional improvement leave.

10.6 Each teacher granted professional improvement leave shall receive an allowance equal to $25,000 or 65 per cent of grid salary whichever is the greater.

10.7 The allowance shall be computed based on the teacher's salary agreement effective at the date the leave commences.

10.8 Teachers on professional improvement leave shall not be eligible for any benefits under this contract except those provided by the Alberta School Employee Benefit Plan and Alberta Health Care.

10.9 The one year period of professional improvement leave shall not be considered as equal to classroom service for the purpose of determining experience for salary purposes.

10.10 Unless approved otherwise by the Board any teacher granted professional improvement leave will be required:

(a) to remain on contract with the division for an additional period of not less than two years, or

(b) to repay the allowance or repay that portion of the allowance for services not rendered in (a) plus interest at current rates.

10.11 Prior to taking professional improvement leave the teacher shall enter into a written contract with the Board establishing:

(a) a teaching position, no less favorable than the one enjoyed before the leave, upon return.
(b) the method and time of payment of the entitlement.
(c) the dates of the leave.

11. Sick Leave

11.1 Sick leave with pay will be granted to the employee for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.

11.2 (a) As per the *School Act* 111(1)(d)(ii) and 111(2), in the first year of employment with this Board the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.

(b) During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

(c) A teacher who has more than one year of service and has been absent for reasons listed in clause 11.1 shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days. Part-time teachers shall be entitled to 90 calendar days.

(d) For the purpose of this agreement, an interrupted illness for the same illness shall be counted as one illness.

11.3 Before any payment is made under the foregoing provisions the employee shall provide:

(a) for illness of three consecutive days or less a statement in a form approved by the Board signed by the employee substantiating the illness.

(b) for illness of more than three consecutive days, the Board may request a medical certificate during the illness in a form approved by the Board from a qualified medical or dental practitioner or district nurse. Further medical certificates may be requested monthly during the leave as determined appropriate by the Board.

11.4 The superintendent or delegate may require a teacher to provide a medical certificate as prescribed by clause 11.3 (b) for any illness of three consecutive days or less provided the teacher is informed of this requirement prior to his/her return to teaching duties.

11.5 The Board may require a teacher to submit to a medical examination by a Board designated doctor. The expense of the medical examination and all other reasonable related expenses will be borne by the Board.

11.6 (a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.

(b) When a teacher is eligible for the extended disability benefits contained elsewhere in this agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.

11.7 A teacher injured in other remunerative employment other than Board employment shall not be entitled to benefit of clause 11.

11.8 Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay.

11.9 When a teacher leaves the employ of the Board, all benefits contained under these provisions are cancelled.

11.10 If a teacher is medically prevented from performing regular work with the Board as a result of an accident that is recognized by the Workers' Compensation Board (WCB), clause 11 will still apply. The teacher will assign the WCB award for loss of wages to the Board.

12. Vacant Positions

12.1 It is the intent of the parties to provide teachers an opportunity to make application for all vacancies available for the start of the school year. Where the Board has determined that a position filled during the school year will exist in the subsequent school year that position shall be posted as soon as possible for teachers to make application.

12.2 As a rule, it is not the intention of the Board to transfer teachers during the school year. For the purposes of this article, the school year shall be deemed to be July 1 to June 30. Under normal circumstances, application from existing teachers with assignments for the subsequent school year will not be considered past June 30.

12.3 The Board shall consider all applications received from existing teachers along with pre-hired teacher applicants and external applications received when filling posted vacancies. The Board shall select the best candidate for the position after considering experience, qualifications and suitability.

12.4 Teachers employed with the division will be given first consideration for vacancies that occur at the completion of their second complete school year in their current school, unless requested by the division.

12.5 The Board shall communicate to teachers any vacancy that has been created and filled during the school year.

13. Leave of Absence

13.1 Compassionate Leave: The superintendent or delegate may, upon request and the presentation of a medical certificate or some other proof satisfactory to the superintendent or delegate, grant a temporary leave of absence with pay up to a total of four days and allow for a maximum of two days travel, where necessary, when such absence is necessitated for reasons of critical illness and/or death of a member of the teacher's family. The word "family" shall be interpreted as meaning: husband, wife, son, daughter, brother, sister, parent, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild or other relative who is a member of the teacher's household.

13.1.1 The superintendent or designate may grant additional compassionate leave with pay.

13.2 Personal Leave: Leave with pay for up to three days per school year for personal reasons may be granted to teachers at the discretion of the school principal provided the educational program of the school is not disrupted and

subject to the following:

(a) The intent of personal leave is not to extend the summer recess, Christmas or Easter holidays.

(b) All requests are to be made in writing in advance to the principal.

(c) The principal shall review each request to ensure the educational program of the school is not disrupted.

(d) All teachers and administrators granted personal leave shall contribute $30 per day. Such contributions shall be deducted from his/her salary.

(e) Any principal taking personal leave shall notify the superintendent or delegate prior to taking leave.

13.3 Additional Leave

(a) Leave of absence with pay shall be granted to those teachers who serve as representatives of the Fort Vermilion ATA Local No 77 for attendance at meetings or any functions at the request of provincial or Local ATA. Cost of the substitute teachers shall be borne by the ATA.

(b) Additional leave of absence for less than one school year may be granted by the superintendent or delegate with or without pay and Board's share of contribution to benefit insurance premiums for reasonable cause. The superintendent or delegate's decision shall be appealable to the Board.

(c)(i) A leave without pay and Board's share of contribution to benefit insurance premiums for the next school year may be granted by the superintendent or delegate provided the teacher makes application for this leave of absence prior to March 31 of the current school year. The superintendent or delegate, may at his/her sole discretion, consider an application received after March 31 of the current school year.

(ii) If a leave of absence without pay and Board's share of contribution to benefit insurance premiums is granted to a teacher for a school year the teacher must notify the superintendent or delegate prior to March 31 of the school year in which the teacher is on leave of his/her Intent to return to a teaching position in the next school year. If the teacher fails to provide notice of his/her intent to return it shall be presumed the teacher has resigned and the Board shall be under no obligation to place the teacher in any position for the next school year.

(d) Provided the insurance carrier allows, a teacher may continue coverage under the insurance plans provided the teacher pays 100 per cent of the benefit insurance premiums.

13.4 Family Medical Leave—A teacher is entitled to up to three days with pay in each school year when out of the division medical or dental treatment for family members of the teacher's household is required which is not available within the division.

13.5 Extracurricular Leave—Teachers shall be granted one personal day without salary deduction for participation in school related extracurricular activities during the current school year, based on the following schedule and guidelines:

After completing 150 hours of extracurricular = 1 personal day

For each complete 150 hours of extracurricular thereafter = 1 personal day.

Regulations:

(a) The teacher must submit a letter to the principal five days prior to the date of anticipated leave.

(b) The letter should state the activities and hours spent on extracurricular activities to date for the year.

(c) The letter will be countersigned by the principal to verify the information contained in the letter.

(d) Personal days earned, and approved by the principal, shall be taken by the end of the school year or six calendar months, whichever is later. No provision exists for the payment of time not taken.

(e) The teacher and principal must ensure that serious disruption of the educational program does not occur.

(9 If there is a disagreement between the teacher and the principal in the application of 13.5 the superintendent or designate shall make a binding decision.

13.6 Deferred Salary Leave—The Board shall maintain a deferred salary leave plan with any amendment subject to agreement by a committee made up of ATA Local No 77 members and Board members and contingent on Canada Customs & Revenue Agency Regulations.

14. Insurance

14.1 When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

14.2 Subject to the provisions of the master policies, all teachers appointed to the staff shall be required to join the Alberta School Employee Benefit Plan, Plan D, Schedule 2; Alberta School Employee Benefit Plan, Extended Health Care Plan II; Alberta Health Care; Alberta School Employee Benefit Plan, Dental Care Plan III and Alberta School Employee Benefit Plan, Vision Care Plan III and all teachers presently enrolled in the plans shall continue to be enrolled in the plans as a condition of employment with the Board.

14.3 Notwithstanding clause **14.2** it is understood that where there is a duplication of the benefits because the spouse of the teacher has the same or similar plans to Alberta School Employee Benefit Plan, Plan D, Schedule 2; Alberta School Employee Benefit Plan, Extended Health Care Plan II; Alberta Health Care; Alberta School Employee Benefit Plan, Dental Care Plan III and Alberta School Employee Benefit Plan, Vision Care Plan III the teacher may be exempted from participation.

14.4 The Board shall contribute toward the costs of the various premiums as follows:

(a) Alberta School Employee Benefit Plan, Plan D, Schedule 2: 100 per cent of each full-time teacher's monthly premium.

(b) Alberta School Employee Benefit Plan, Extended Health Care Plan II: 100 per cent of each full-time teacher's monthly premium.

(c) Alberta Health Care: 100 per cent of each full-time teacher's monthly premium.

(d) Alberta School Employee Benefit Plan, Dental Care Plan III: 100 per cent of each full-time teacher's monthly premium.

(e) Alberta School Employee Benefit Plan, Vision Care Plan III: 100 per cent of each full-time teacher's monthly. premium.

14.5 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive sick pay benefits.

14.6 The Board shall retain the employee's portion of the Canada Employment and Immigration Commission rebate. The premium reductions shall be recognized towards benefits provided.

15. Representative at Board Meetings

15.1 One representative appointed by Local No 77 of the ATA is entitled to attend all Board meetings provided all expenses inclusive of substitute teacher pay is paid by the ATA.

16. Loss of Salary

16.1 No teacher shall receive less salary as per grid under this agreement than that to which the teacher was entitled under the previous agreement.

17. Grievance Procedures

17.1 There shall be established a grievance committee composed of a quorum of the Board.

17.2 A quorum of this committee shall consist of all members.

17.3 It shall be the duty of this committee to meet and endeavor to resolve any difference between an employee and the Board or the Alberta Teachers' Association and the Board concerning the interpretation, application, operation or alleged violation of this agreement and whether the difference is arbitrable, without stoppage of work or refusal to perform work. The Committee shall appoint one of the members as chair of all meetings. The Committee shall be responsible for establishing dates of holding meetings of the grievance committee and notifying the committee members.

17.4 A teacher having a grievance arising out of this agreement shall, within 15 days of the occurrence or of first knowledge of the violation, whichever is later, lodge in writing with the superintendent or delegate the grievance identifying the clause, precise nature of the violation and indicate the remedy sought. A copy of the grievance statement shall be sent to the secretary-treasurer of the Board and the coordinator of Teacher Welfare, Alberta Teachers' Association.

17.5 If the grievance has not been settled within 15 days after the date of the submission of the grievance, the teacher, or in a proper case, the ATA shall, within five days thereafter, give written notice to the secretary-treasurer of the Board and to the members of the committee advancing the grievance to the grievance committee.

17.6 When the committee receives notice of the submission of the grievance, it shall be required to meet within four weeks of receipt of such notice. The committee shall provide written notice of its decision to the teacher and the coordinator of Teacher Welfare within 10 days of hearing the grievance.

17.6.1 If either party is unsatisfied with the decision of the grievance committee or no decision is reached, then either party may, by written noticed served on the other party, require the establishment of an arbitration board consisting of three individuals. Such notice must be given within 10 days after the date of expiry of the four week limit or the receipt of the written decision of the committee, whichever is later.

17.6.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and must inform the other party of the appointee. The two members appointed must, within five days of the appointment of the second of them, appoint a third person who shall be the chair. In the event of any failure to appoint a chair either party may request the director of mediation services to make the necessary appointment. By mutual consent, the parties may have the arbitration heard by a single arbitrator.

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

17.6.4 The arbitration board shall not change, amend or alter any of the terms of this agreement.

17.6.5 The findings and decision of a majority is the award of the arbitration board. If there is not a majority, the decision of the chair governs and it shall be deemed to be the award of the arbitration board.

17.6.6 The arbitration board shall render its decision not later than 90 calendar days after concluding day of hearing, provided however that, in exceptional circumstances, the parties may amend in writing such deadline. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chair.

17.7 The committee shall dispose of each grievance before proceeding to another except where, by unanimous consent of the committee, the hearing of the grievance is postponed.

17.8 All time limits referred to in the grievance procedure shall be calendar days.

17.9 Any of the time limits in the grievance procedure may be extended at any stage upon the written consent of the parties.

17.9.1 Once a grievance has been filed in accordance with the provisions of this collective agreement and where as a result of the summer break in July and August a request to extend the time limits is made by either party, such request shall not be unreasonably denied.

17.10 Failure to meet any of the time limits except as provided in 17.6.2, 17.6.6 and 17.9 shall mean the grievance procedure is at an end.

18.1 Jury Duty—Leave of absence without loss of salary shall be granted for jury duty or any summons related thereto provided that the jury stipend accumulated during instructional time (excluding allowances and/or expenses) are reimbursed to the Board.

18.2 Witness Clause — Mere a teacher is summoned by subpoena to testify as a witness in a court proceeding involving an indictable offense, the teacher will be granted leave of absence without loss of salary on the provision that the legal stipend accumulated during instructional time (excluding allowances and/or expenses) are reimbursed to the Board.

19. Maternity/Parental/Adoption Leave

Maternity Leave

19.1 A teacher who is pregnant is entitled to maternity leave without pay for a period not to exceed 15 weeks. The cost of continued benefits during the 15 week leave shall be at the employer's expense.

(a) The teacher shall endeavor to notify the Board of her requirements at least 12 weeks in advance of the estimated due date.

(b) The teacher applying for maternity leave must have more than 52 weeks continuous employment with the Board to be eligible for any benefits contained within the collective agreement.

(c) The teacher, upon written request and with the approval of the superintendent or delegate, may return prior to the expiration of the six weeks following the actual date of delivery after providing a medical certificate indicating that resumption of work would not endanger her health.

19.2 A teacher who is unable to attend work for medical reasons associated with her pregnancy, which cannot be reasonably accommodated by job modification, may access up to 90 calendar days sick leave in accordance with article 11 - sick leave. The teacher's medical doctor shall provide a medical certificate to the Board to assist with any job modification or accommodation determination.

19.3 A teacher who is pregnant and able to attend work, with or without accommodation, within 12 weeks prior to the estimated date of delivery, and chooses to commence her maternity leave will not have access to article 11 - sick leave benefits.

Parental/Adoption Leave

19.4 A teacher may apply for parental or adoption leave without pay and benefits for a period not to exceed 37 weeks, on the following basis:

(a) The teacher shall endeavor to notify the Board at least 12 weeks in advance of the leave date, or in the case of adoption, as soon as possible;

(b) The leave shall not commence prior to the delivery or adoption date of the child and shall conclude within 52 weeks;

(c) If both parents are employees of the Board, the 37 weeks of parental or adoption leave may be taken entirely by one of the parents or can be shared at different times between the mother and father;

(d) The teacher applying for parental or adoption leave must have more than 52 weeks of continuous employment with the Board; and,

(e) Parental and adoption leave will not be counted as experience towards the granting of increments.

19.5 A teacher on parental or adoption leave may continue to participate in employee benefits at their own cost, subject to the terms and conditions contained in the Insurance Master Policies, as amended from time to time.

(a) The Board agrees to continue paying its share of the benefit costs for a teacher on parental or adoption leave provided the teacher commits in writing to return to their equivalent teaching duties for the equivalent of one school year beyond the leave return date.

(b) A teacher who commits under clause **19.5(a)** and subsequently fails to return to their teaching duties shall be responsible for the employer paid benefit premiums and shall reimburse the Board upon receipt of an invoice.

Return to Work **Notification**

19.6 The teacher returning from a maternity leave shall give the Board at least four weeks notice in writing of the intended return to work date.

19.7 A teacher returning from maternity, parental or adoption leave shall be reinstated to her or his former teaching duties.

19.8 The Board may provide a teacher returning from maternity, parental or adoption leave a personal leave of absence with or without benefits to accommodate a reasonable return to work schedule.

Maternity SUB Plan

19.9 The Board shall operate a SUB (supplemental unemployment benefit) plan which shall meet or exceed all the legal requirements for such a plan.

19.10 The total maximum entitlement a teacher may access is 90 calendar days, which shall be determined to be either sick leave or maternity SUB plan leave, or a combination thereof.

19.11 A teacher who exhausts sick leave entitlement prior to the delivery of the child may make application for EDB benefits.

20. Paternity Leave

20.1 Leave of absence without loss of salary shall be granted to a teacher for paternal leave to a maximum of two days within two weeks of childbirth or within the period of the date of birth and the time when both the mother and the child have left the hospital.

21. Tax Benefits

21.1 Northern Residents Travel Allowance: Deducted from the grid will be a travel allowance as described in the northern living allowance. Effective 1992 01 01 the amount of $4,500 per annum will be allocated to holiday travel and the amount of $1,500 per annum will be allocated to medical travel. These funds will be remitted to teachers on a monthly basis.

21.2 Convention Allowance

(a) A convention allowance, in the amount of $500, will be allocated to full-time employees for travel and subsistence in order to attend the Alberta Teachers' Association annual convention. The convention allowance, which is held in trust as per the 1991/92 collective agreement, will be paid to the teachers, in response to a travel expense claim, as an expense cheque on the last Thursday prior to the convention. Temporary teachers or part-time teaches will be paid a prorata convention allowance.

(b) The division shall contribute a further $250 to all teachers who provide a full year of service: full time, part time and full time temporary contract teachers for convention allowance for travel and subsistence in order to attend the Alberta Teachers' Association annual convention.

(c) Teachers not attending the ATA annual convention or a sanctioned alternate activity, will be paid the convention allowance on their next pay cheque.

(d) A teacher who has rendered service for part of the year, will be paid a prorata convention allowance on their final cheque.