

3. The Board and the Association agree that articles 11 and 12 of the collective agreement be amended to read as follows:

**11.0 Leave of Absence With Pay at No Cost of Sub**

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

**11.01.1 Compassionate Leave for Critical Illness**

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

**11.01.2 Compassionate Leave for Death**

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

**11.01.3 To Write an Examination**

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

**11.01.4 Teacher's Convocation**

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

**11.01.5 Meetings**

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

### **11.02 Paternity and Adoption Leave**

Every teacher shall be entitled to one day leave with pay at the time of the birth or adoption of the teacher's child.

### **11.03 Personal Leave**

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

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

(b) the third and fourth days shall be at full salary less ~~the cost of a substitute.~~ *a deduction in pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01.*

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

(d) Notwithstanding the above, if a teacher is required to use personal leave day(s) to extend Christmas, Easter or the summer holidays, the day(s) ~~must be at cost of sub~~ *will result in a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01* providing the teacher has not already used those days.

### **11.04 Jury/Witness Duty**

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

### **11.05 Family Medical Leave**

Each teacher is entitled to two days with pay in each school year to care for husband, wife, children under the age of 18 or older dependents who are ill or require medical or dental treatment.

**12.0 Leave of Absence With Pay at Cost of Sub if Sub is Required**

~~12.01 Temporary leave of absence with pay, providing the Board is reimbursed for the cost of a substitute teacher, shall be granted to a teacher who:~~

~~12.01.1~~ 11.06 To attend any public event of educational value, subject to the approval of the Board. *This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01 at the discretion of the Board.*

~~12.01.2~~ 11.07 A teacher who is required to leave before the end of the school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study. *This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01 at the discretion of the Board.*

**11.08 Association Business**

**11.08.1** *To attend to professional business at the local level subject to the approval of the Board and approved by the Alberta Teachers' Association. The Alberta Teachers' Association Local 42 will reimburse the Board an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01.*

**11.08.2** *It is recognized that from time to time the Alberta Teachers' Association may request that certain of its members be granted, subject to the approval of the Board, release from duties to serve on Association committees or other bodies or to act as its representative. The Association will reimburse the Board an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01.*

~~12.01.3~~ 11.08.3 *A teacher who is elected President of Alberta Teachers' Association Local 42 to a maximum accumulation of 20 operational days per year. For each such day or half day of leave used, the Alberta Teachers' Association Local 42 will reimburse the Board an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 8.01.*

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

4. The Association agrees that the Economic Policy Committee of The Alberta Teachers' Association Local 42 will pass a motion recommending acceptance of the amendments to the Collective Agreement set out in paragraph 3 above to Association membership;

5. The Board agrees that upon the signing of this settlement agreement by both parties and upon the passing of the motion described in paragraph 4 above, the Board will implement the practice described in paragraphs 1 and 2 above;



6. The Association acknowledges and agrees that the Board will implement the practice described in paragraphs 1 and 2 on a prospective basis only and that the terms of this settlement agreement will not apply retroactively to amounts charged for the cost of substitute teachers prior to the time that this settlement agreement becomes effective;

7. Once the amendments to the Collective Agreement described in paragraph 3 have been ratified by the parties, the Association agrees to withdraw both the policy grievance dated May 12, 2008 dealing with Article 11.03(b) and the policy grievance dated June 24, 2008 dealing with Article 12.01;

8. Notwithstanding paragraph 7 above, the Board and the Association agree that if either party fails to ratify the amendments to the Collective Agreement described in paragraph 3, either party shall have the right to pursue an alternate resolution to the cost of substitute grievances, including but not limited to continuing with grievance and arbitration proceedings.

Should the board agree with the terms and conditions stated above, please sign the bottom of this letter where indicated.

Sincerely

Lyle S Krause  
Executive Assistant  
Teacher Welfare

LSK/bcf  
cc P Sevigny, Local President  
P Mackay, EPC Chair  
A Akgungor, Field LLP

The terms and conditions set out in this letter are agreed to by the Alberta Teachers' Association and Grande Prairie Roman Catholic Separate School District No 28 on this 18 day of December, 2008:

ALBERTA TEACHERS' ASSOCIATION

GRANDE PRAIRIE ROMAN  
CATHOLIC SEPARATE SCHOOL  
DISTRICT NO 28

Per:   
LYLE S KRAUSE

Per:   
KARL GERMANN

