

ADMINISTRATIVE VERSION

THE COLLECTIVE AGREEMENT

between:

WILD ROSE SCHOOL DIVISION NO. 66

and

THE ALBERTA TEACHERS' ASSOCIATION

Expires August 31, 2012

SEPTEMBER 1, 2010

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AGREEMENT

THIS AGREEMENT is made pursuant to *The School Act*, and *The Labour Relations Code* (R.S.A.).
BETWEEN:

WILD ROSE SCHOOL DIVISION NO. 66
(hereinafter called "the Employer")

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 Employer;
and

WHEREAS terms and conditions of employment and salaries have been the subject of
negotiations between the parties, and

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

1. BARGAINING UNIT

1.1 This Agreement applies to all employees of the Employer who as a condition of their
employment must possess a valid teaching certificate issued under the authority of the
Department of Education, the Province of Alberta, herein collectively called the teachers,
or where the context requires, teacher, except those designated as:

- (a) Superintendent
- (b) Deputy Superintendent
- (c) Assistant Superintendent
- (d) Director

2. MANAGEMENT RIGHTS & SCOPE

2.1 The Employer retains those residual rights of management not specifically limited by the
terms of this Agreement.

- 2.2. The matters negotiated by the parties in respect of the salaries and the terms and conditions of the teachers' employment with the Employer are governed by the provisions of this Agreement and any statutory provisions relating thereto.

3. TERM OF AGREEMENT

- 3.1 This agreement (**Administrative version**) takes effect on September 1, 2009 and terminates on August 31, 2012. Either party may give to the other not less than sixty (60) days nor more than one hundred and fifty (150) days prior to the termination date of this Agreement a notice in writing of its intention to commence collective bargaining. A meeting between the Employer and the Association shall take place not more than thirty (30) days after notice is served. The parties shall exchange a complete set of detailed bargaining proposals within fifteen (15) days of the first time they meet for the purpose of collective bargaining or within any longer time agreed to by the parties. Negotiations shall be limited to the items in the two lists combined.
- 3.2 If neither party submits notice as per clause 3.1, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Clause 3.1.
- 3.3 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.
- 3.4 The parties agree that negotiations during the term of this agreement can only be reopened on any part thereof if the reopening is mutually acceptable to both parties, except as provided in clause 3.1.

4. SALARY SCHEDULE

- 4.1 The Employer shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise. One month salary shall be one-twelfth part of the annual salary at the rate in effect that month.
- 4.2 The number of years of teacher education and the years of teaching experience, as computed according to this Agreement, shall together determine the basic salary rate of each teacher employed by the Employer.

4.3 The following salary schedule shall be effective as indicated.:

Effective September 1, 2010 :

	Years of teaching experience		Years of University Education			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0			47,227	56,101	59,272	62,715
1			49,312	59,450	62,620	66,072
2			51,393	62,794	65,969	69,427
3			53,476	66,141	69,319	72,787
4			55,561	69,485	72,666	76,143
5			57,644	73,305	76,487	79,970
6			59,727	77,126	80,303	83,795
7			61,808	80,948	84,123	87,625
8-9			63,893	84,767	87,941	91,449
10	53,116	59,277	65,976	88,588	91,760	95,277

For the 2011/12 school year salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2011 will be calculated by comparing the average of earnings for Alberta for January 1, 2010 to December 31, 2010 to the average of earnings for Alberta for January 1, 2009 to December 31, 2009, and then applied to the salary grid in effect on August 31, 2011.

Note: If the AAWE calculations results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

* The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours) unadjusted for seasonal variations, by type of employee for selected industries classified using the North American Industry Classification System (NAICS) monthly (Dollars) (281-0026).

4.4 Nothing in this Agreement shall reduce the basic salary of a teacher below the basic salary payable to him/her immediately prior to the effective date of this Agreement.

4.5 Provisions of this Agreement in respect of salary and benefit premiums as per clause 17.2 shall be applicable to part-time teachers on a pro-rated basis, who shall receive only that portion of salary and benefit premiums that the period of actual service in the year bears to a year of full-time service.

5. ADMINISTRATION AND ADMINISTRATIVE ALLOWANCES

5.1 Unless otherwise identified, increase allowances as per grid increases and dates with applicable lump sum payments as per attached letters of understanding regarding salary calculation.

5.1.1 Principal's Allowances: Effective September 1, 2010

In addition to base allowance of \$15,794.90, principals shall be paid an additional amount for student enrollment as follows:

(a) per student for the first 100 students	\$0.00
(b) per student for 101 to 200 students	\$35.52
(c) per student for 201 to 300 students	\$23.17
(d) per student for 301 to 400 students	\$21.62
(e) per student thereafter	\$16.97

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 0.6 student.

Allowances to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

5.1.2 Vice-Principal/Assistant Principal Allowances:

Administrative allowance amounting to 50 per cent of the allowance received by a principal in accordance with 5.1.1 shall be paid to each vice-principal and assistant principal. Where the Employer designates a senior or first vice-principal, the senior or first vice-principal shall receive an administrative allowance amounting to 60 per cent of the allowance received by the principal. The pupil count for a vice-principal or assistant principal shall be the same as the count for the principal.

5.2 Acting Principal:

5.2.1 When, in the absence of the principal, the vice-principal acts in his/her place for a period of ten (10) or more consecutive days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the eleventh day until the return of the regular principal.

Effective September 1, 2009, the vice-principal shall assume the position of acting principal, as identified above, in the absence of the principal for a period of seven (7) or more consecutive days and shall receive an allowance equivalent to that of the principal for the period from and including the eighth day until the return of the regular principal.

5.2.2 In the absence of the principal from a school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Employer to be acting principal and shall be paid 50% of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for more than three consecutive school days and such allowances shall be payable from day one. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

5.3 The pupil and teacher count for purposes of administration and administrative allowances shall be made on September 30 of each year and to be effective on commencement of the current school year.

5.4 Additional Allowances:

In addition to the salary specified in clause 4.3, there shall be paid additional allowances for other designated administrative positions as follows:

5.4.1 Instructional Consultants/Psychologists

Effective September 1, 2010 \$15,164.

The allowance for Instructional consultants/psychologists shall be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

5.4.2 Coordinators

Effective September 1, 2010 \$11,375

The allowance for Coordinators shall be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

5.4.3 District Administrator

A teacher designated as District Administrator shall receive an annual allowance equal to the higher of :

(a) A Coordinator's administrative allowance as per article/clause 5.4.2, or

(b) In the case where the teacher designated as district administrator is in receipt of an allowance under article/clause 5.1.1 – Principal’s Allowance or 5.1.2 Vice-Principal/Assistant Principal’s Allowance, the teacher shall be paid the equivalent of the applicable principal’s or vice/assistant principal’s allowance in effect at the time of the appointment as district administrator. This amount is subject to change on an annual basis, the same as if the teacher designated as District Administrator had still been in his/her former principal or vice/assistant principal in accordance with Article/clause 5.1.1 or 5.1.2 as applicable.

5.5 The Employer may create or fill administrative positions other than those specifically enumerated in clause 5.4 hereof, provided that additional allowances are negotiated with the Teachers Economic Policy Committee's negotiating subcommittee before advertising and filling such position. If after ten (10) days from the time notice is given to the committee no agreement is reached, the Employer may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

5.6 Designation of a Vice-Principal

In a school where there are ten (10) or more teachers including the principal, the Employer shall designate one teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Employer and the principal of the school concerned.

6. TEACHER EDUCATION

6.1 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 23rd, 1967, among the Department of Education, The Alberta Teachers' Association and The Alberta School Trustees' Association.

6.2 The adjustment dates for changes in the allowance for university education are September 1, and February 1.

6.3 Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer, shall supply satisfactory evidence of teacher education to the Employer within ninety (90) calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates. If satisfactory evidence is not submitted within ninety (90) calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits proof of his/her application for evaluation of teacher education to the Employer within forty-five (45) calendar days of commencement of employment or adjustment dates.

6.4 Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications or according to the minimum education requirements for his/her teaching certificate.

7. EXPERIENCE INCREMENTS

7.1 (a) Effective September 1, 2009 a year of teaching experience shall be earned by providing service with the Employer for the equivalent of 125 school days. When a year of teaching experience has been earned, the teacher shall not begin to earn credit towards another year of teaching experience until the commencement of another school year or February 1, whichever occurs first .

(b) The number of years of teaching experience earned by a teacher prior to engagement by the Employer is granted as if it had been teaching experience in schools under the Employer's jurisdiction.

(c) No teacher shall receive increments for experience gained while not holding a valid teaching certificate.

7.2 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the commencement of the school year or February 1st.

7.3 Substitute teaching shall not be counted as teaching experience for incremental purposes.

7.4 The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Employer from other previous employer(s).

7.5 Proof of previous experience, or proof of having applied for same must be submitted to the Employer within forty-five (45) calendar days of commencement of employment, the first day of school of each school year or February 1st, whichever is applicable.

7.5.1 If such evidence is submitted within the forty-five (45) 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 or February 1st, whichever is applicable.

7.5.2 If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience, or at the minimum of his/her category according to years of university education, and salary shall be adjusted effective the beginning of the month following submission of such evidence.

7.6 A teacher shall not receive more than one (1) increment per year regardless of circumstances.

8. VOCATIONAL TEACHERS

8.1 Notwithstanding Clause 7.1, this clause shall be effective:

8.2 Definition: A vocational teacher is one who is teaching vocational shop courses for at least half of his teaching day.

8.3 Vocational teacher salary entitlement, provided he has no previous teaching experience as a certified teacher, will be the minimum salary rate according to his evaluation of university education for salary purposes.

8.4 In addition to his salary rate, each vocational education teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case, his total salary shall not exceed the maximum salary rate according to his evaluation. Recognition for allowance purposes shall be provided where the experience claimed is experience earned in the related area and while holding a journeyman's certificate or the equivalent listed below:

<u>Vocational Area</u>	<u>Required Qualification</u>
Welding	Journeyman Certificate
Auto Mechanic	Journeyman Certificate
Auto Body Mechanic	Journeyman Certificate
Building construction	Journeyman Certificate
Health Services	Registered Nursing Certificate or equivalent as determined by the Employer
Beauty culture	Journeyman Certificate or equivalent as determined by the Employer

<u>Industrial Experience</u>	<u>Increments</u>	<u>Industrial Experience</u>	<u>Increments</u>
10 years	5	4 - 5	2
8 - 9	4	2 - 3	1
6 - 7	3	0 - 1	0

8.5 The initial industrial experience allowance shall remain constant throughout the period of employment. The original placement of the vocational teacher on the salary schedule shall be subject to review by the Grievance Committee established under Clause 15.1.2 of this Agreement.

9. SUBSTITUTE TEACHERS

9.1 Effective September 1, 2009, the rate of pay for substitute teachers shall be \$197.22.

Where the total amount of substitute teaching on a particular day is less than full time, pay will be on a pro-rated basis, with a minimum of half the daily rate.

Notwithstanding the foregoing, if an individual employed as a teacher is also employed as a substitute teacher, the total pay for any day shall not exceed 1/200th of the applicable grid rate of the individual at 1.0 FTE.

- 9.2 When a substitute teacher has taught for more than five (5) days consecutively in one position, he/she shall be placed on the salary grid in accordance with his/her years of training and experience, such placement to be effective from the sixth (6th) day of service in that position.
- 9.3 When a substitute teacher is required for a period in excess of five (5) consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained if the substitute teacher is willing to continue the assignment and the Superintendent, on the advice of the principal, has determined that the substitute teacher assignment is in the best interests of the students and the school.
- 9.4 Substitute teachers shall be paid not later than the tenth (10th) day of the month following, provided the necessary payroll information is submitted no later than the third teaching day of the month following the days taught.

10. SALARY PAYMENT

- 10.1 Except for substitute teachers, each teacher shall be paid one-twelfth of his/her annual rate of salary as follows:
 - (a) not later than one clear banking day prior to the last Friday of the following months: September to November and January to July;
 - (b) not later than two clear banking days prior to the Christmas vacation;
 - (c) July cheque will be dated July 1 and sent with June cheque. August cheques will be paid not later than one clear banking day prior to the last Friday of July.
 - (d) Notwithstanding where a teacher has resigned, salary shall be paid subject to section 111(6) and (7) of the *School Act 2000* as amended from time to time.
- 10.1.1 Except for substitute teachers, each teacher shall have his/her salary payment deposited into his/her bank account.
- 10.2 Teachers shall be assigned duties for not more than 200 days in any school year. Any teacher who is in receipt of an administrative allowance as provided in clause 5 shall accept the responsibility for having his/her school units operational on the commencement day of each school term, semester or other division of the school year.

10.3 Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other Employer personnel.

11. SICK LEAVE

11.1 In the first year of service with the Employer, a teacher shall be entitled to sick leave as follows:

- (a) an accumulation of the maximum statutory sick leave of twenty (20) days accumulated at two (2) days per month.
- (b) Should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, to a maximum of twenty (20) days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.

11.2 During the second and subsequent years of continuous 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 ninety (90) calendar days.

11.3 A teacher who has more than one year of continuous service and has been absent due to medical disability shall, upon return to full-time duty, have the teacher's sick leave benefits restored to ninety (90) calendar days.

11.4 Provisions of the sick leave shall be suspended, and the benefits of the A.S.E.B.P. extended disability shall apply where a teacher is so eligible for these A.S.E.B.P. benefits.

11.5 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three consecutive teaching days may be required to present at the Employer's discretion a medical certificate(s) during the sick leave period, or upon return to work.

11.6 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of three teaching days or less may be required to present a signed statement giving the reason for such absence.

11.7 Provisions of this article shall not be applicable when a teacher is on other leaves, with or without pay, or while on strike.

11.8 When a teacher leaves the employ of the Employer, all accumulated sick leave shall be canceled.

11.8.1 Notwithstanding clause 11.8, in the case of a teacher who has had one or more years of continuous service with the Employer, and, within two years is re-employed by the Employer he/she shall have his/her entitlement to 90 calendar days of sick leave reinstated.

12. SABBATICAL LEAVE

12.1 Sabbatical leave shall mean leave of absence granted by the Employer on application by the teacher for the following reasons:

12.1.1 Study approved by the Employer for improving the teacher's academic or professional education;

12.1.2 Travel or experience which has been approved by the Employer as being useful in improving the teacher's service.

12.2 To be eligible for sabbatical leave under clause 12.1.1 or 12.1.2, the teacher shall have served the Employer for five years.

12.3 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following expiration of his/her leave, and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher for a period of at least two years after resuming his/her duties.

12.4 A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which he/she shall return to the school system.

12.5 All applications for sabbatical leave shall be submitted to the Employer by March 1st preceding the school year in which sabbatical leave is commenced.

12.6 The Employer shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.

12.7 A teacher who is granted sabbatical leave for the year shall receive a salary of 50% of category 4, step 5 for that year. Payments shall be made in equal monthly installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.

12.8 The Employer may grant a sabbatical leave for a period of less than one year but greater than one month. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 12.7 calculated in the ratio that the period of approved leave bears to one year.

12.9 Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which he/she enjoyed before the leave was taken.

13 MATERNITY AND PARENTAL LEAVE

13.1 Teachers shall be entitled to maternity leave for a period of up to fifteen (15) weeks.

13.2 The health related portion of each teacher's maternity leave shall be as determined by medical documentation, in accordance with sick leave provisions.

13.3 The Employer has implemented a Supplemental Unemployment Benefits Plan (SUB) that will pay 95% of salary during the health related portion of maternity leave. All teachers shall be required to access the SUB Plan during the health related portion of their maternity leave. The SUB benefit shall replace sick leave and the teacher shall have no access to sick leave benefits while on maternity leave. The Employer shall pay its portion of each teacher's benefit plan premiums during her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay. SUB shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. Notwithstanding the above, in the event that the claim falls during a period in which a teacher would not normally have taught, the teacher shall not be entitled to payment of any additional SUB payments and benefits during this period. The Employer shall advise each teacher to apply for extended disability benefit at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of sickness the teacher shall apply for extended disability benefits and no further salary or SUB shall be payable by the Employer.

13.3.1 Notwithstanding article/clause 13.3, a teacher, who is not eligible for employment insurance benefits, is entitled to access sick leave in accordance with Article 11 of this collective agreement for the duration of the health related portion of the maternity leave or her accumulated sick leave, whichever is the lesser.

13.4 Each teacher shall be eligible for parental leave:
a) without pay and the Employer's portion of benefit premiums for up to thirty-seven (37) consecutive weeks immediately following the last day of Maternity Leave, or
b) a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth, or
c) in the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent. During this thirty-seven (37) week period, each teacher shall be eligible to maintain benefit plan coverage provided the teacher pays 100% of the premium.

- 13.5 Each teacher shall notify the Employer of the leave requirements six (6) weeks in advance of the date the teacher intends to commence maternity or parental leave. Such notice shall be in writing, and in the case of maternity leave, accompanied by a medical certificate giving the estimated date of birth of the child.
- 13.6 The teacher shall give the Employer at least four (4) weeks notice of the day on which the teacher intends to return to work. Such notice shall be in writing.
- 13.7 Upon expiration of the leave the teacher shall be reinstated to the same position within the School Division as held at the commencement of the leave or to a position no less favourable than held at the commencement of the leave. This does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.
- 13.8 Upon notification, a teacher shall be granted one (1) day leave with full pay and benefits to attend the birth of the teacher's child or to take custody of an adopted child.

14. OTHER LEAVES OF ABSENCE

- 14.1 A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to Section 111(1)(d)(i) of *The School Act, 2000*, where such teacher is absent:
- 14.2 (a) For not more than five (5) teaching days for each occurrence because of the death of spouse, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, son in-law, daughter-in-law, or a relative who is a member of the teacher's household. While it is recognized that this leave is usually taken at or near the time of the death, it is also recognized that there are circumstances where the leave or portions thereof are understandably taken at later date(s). A teacher utilizing any portion(s) of this leave after one hundred and twenty (120) calendar days of the death, shall, whenever possible, provide written notice to the *Superintendent of Schools*, prior to utilizing the leave stating the reason(s) connecting the leave and the death.
- (b) Up to one teaching day to attend the funeral (or similar event as the case may be) of aunts and of uncles of the teacher or spouse, or nieces or nephews.
- 14.3 Leave of absence (personal leave) may be used by a teacher to attend to personal business. A teacher shall have available five days of personal leave each school year to be used subject to the following:
- (a) Utilization of personal leave entitlements shall be at the discretion of the Teacher and shall be on a "with pay and with benefits" basis.

- (b) Teachers are expected to provide the School Principal with as much advance notice, in writing, as is possible and practicable of their intention to access their personal leave. In the case of Principals they shall provide the advance notice to the Superintendent of Schools.
- (c) Under extenuating/emergent circumstances, the Teacher shall make every reasonable effort (via phone, fax, e-mail, etc...) to advise the School Principal of the Teacher's intention to access personal leave. In the case of a principal, the principal shall make every reasonable effort to advise the Superintendent of Schools accordingly.
- (d) Utilization of more than five (5) consecutive personal leave days requires authorization from the Superintendent of Schools.
- (e) Unused personal leave may be accumulated and carried forward by the Teacher to a maximum of three days per school year. The maximum leave available in one year shall be eight (8) days.
- (f) The personal leave entitlement shall be applicable to teachers on a basis pro-rated to the period of the teacher's actual service in the school year bears to a school year of full-time service. For the purpose of pro-rating paid leave shall be considered as days of service and unpaid leave of 10 consecutive days or more and substitute teaching shall not be considered as days of service.
- (g) Teachers hired under contract between the commencement of the school year and October 16th of the school year shall be considered to be eligible for the provisions of this clause as if they were hired at the beginning of the school year.

- 14.4 (a) Leave of absence for salary negotiations shall be granted to a maximum of five (5) teachers of the Employer without loss of salary or personal days, provided, however, that the Employer shall be reimbursed by the Association for the cost of substitutes for each day of such leave. Such leave shall be granted for local bargaining only. Should bargaining go to a regional or provincial basis only one (1) teacher shall be released.
- (b) If no substitute is required then, upon notification to the Employer's negotiating committee, substitute costs shall be waived.

- 14.5 (a) Additional leaves of absence may be granted by the Employer with pay and the Employer's portion of benefit premiums at the discretion of the Employer.
- (b) Additional leaves of absence may be granted by the Employer without pay at the discretion of the Employer, but with the Employer's share of benefit premiums. If such leave reaches six (6) consecutive teaching days the teacher shall assume responsibility for 100% of benefit premiums retroactive to day one (1) of the leave, and through to the last day of the leave.

- 14.6 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher his/her full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.
- 14.7 The Employer shall grant leave of absence with full pay and benefits for teachers who are absent to attend professional business at the local level approved by the Alberta Teachers' Association, provided that the Employer be advised by the ATA local of the leave required and is reimbursed for the cost of a substitute, as provided in article 9.1 for each day of absence. Normally, leave shall not exceed 3 days per year per teacher, with the exception of the following members of the Alberta Teachers' Association Local: President, a release up to 0.25 FTE, Secretary, a release time up to 0.125 FTE and Treasurer, a release time up to 0.125 FTE. In the case of President, Treasurer and Secretary scheduled release time will be advised to the Employer annually by September 15 and reimbursed to the Employer at the amount of FTE being accessed, at the average Divisional FTE teacher cost as determined by the Employer. Unscheduled release time for the President, Secretary and Treasurer will normally not exceed 10 days per year and will be reimbursed to the Employer at the cost of a substitute as provided in article 9.1 for each day of absence.

15. GRIEVANCE PROCEDURE

- 15.1 Any difference between the parties, any employee covered by this agreement and the Employer or in a proper case between the Alberta Teachers' Association and the Employer 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.

15.1.1 Step "A"

Such difference (hereinafter called "a grievance") shall be submitted in writing to the Superintendent of Schools, the chairperson of the Economic Policy Committee of the Teachers of Wild Rose School Division No. 66, and the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor or his/her representative within ten (10) days of receiving notice of the grievance, if a meeting is requested. The respondent shall review the grievance and within fifteen (15) days of receipt of the grievance shall render a decision in writing to the grievor, the chairperson of the Economic Policy Committee and the Coordinator of Teacher Welfare.

15.1.2 Step "B"

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

15.2 Each party shall appoint one member as its representative on the arbitration board within seven (7) days of such notice, and the two members shall endeavor to select an independent Chairperson.

15.3 If the two members fail to select a chairperson within five (5) days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services – Alberta Human Resources and Employment to select a chairperson.

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

15.5 The arbitration board shall not change, modify or alter any of the terms of this Agreement.

15.6 The findings and decisions of the arbitration board shall be binding on the parties.

15.7 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.

15.8 References to days in clauses 15.1.1 through 15.3 are exclusive of Saturdays, Sundays, statutory and Employer declared holidays as well as the months of July and August.

15.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously.

If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.

Note: In the application of the grievance procedure for the 2006/07 school year, any grievance filed prior to the first of the month following ratification (May 1, 2007) shall be in accordance with Article 15 of the current collective agreement (September 1, 2003 – August 31, 2006) and any grievance filed after that date shall be in accordance with the grievance procedure as amended.

16. TRANSFERS

- 16.1 Notwithstanding Section 104 of *The School Act, 2000*, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without his/her consent.
- 16.2 The Employer requesting a teacher to transfer to another school shall move him/her or shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.
- 16.3 Any teacher who becomes an employee of the Employer pursuant to the provisions of Sections 241 and 242 of *The School Act, 2000*, and who had been designated a principal, vice-principal, or assistant principal by his/her former employer retains such designation.

17. GROUP INSURANCE

- 17.1 When enrollment and other requirements for group participation in various plans have been met, the Employer 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.
- 17.2 The Employer shall make a contribution of 92.5% per month toward the gross cost of the various premiums. This contribution shall increase to:
- 97.5% effective September 1, 2009
 - 98.5% effective September 1, 2010
 - 100% effective September 1, 2011

The Employer gross contribution shall be calculated and applied against the premiums in the following order:

- (a) ASEBP Extended Health Care Plan 1
 - (b) ASEBP Extended Disability Plan D
 - (c) ASEBP Dental Care Plan 3
 - (d) ASEBP Vision Plan 3
 - (e) ASEBP Life Insurance Schedule 2
 - (f) Alberta Health Care
- 17.3 Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this collective agreement shall be required to enroll in the A.S.E.B.P. Plans and A.H.C. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care plan, the dental plan, the vision plan and the A.H.C. plan upon submitting proof of participation in these or similar plans through his or her spouse.

17.4 Payments towards benefit plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) Regulations.

17.5 The Board will establish, for each eligible teacher, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2011, the Board will establish annual HSA credits of \$250 per eligible teacher, contributed in equal monthly installments, prorated to an employee's FTE. "Eligible teacher" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

18. CONDITIONS FOR PROFESSIONAL SERVICE

18.1 The Employer shall submit, in writing, proposed Employer regulations pertaining to teachers to:

- (a) the A.T.A. school representative in each school in the Employer's jurisdiction;
- (b) the secretary of the A.T.A. Local.

In each case it shall be the responsibility of the A.T.A. to provide the Employer with the names of the school representatives and the secretary.

18.2 The teachers shall, through their representatives, make such representations as they wish concerning any changes proposed by the Employer within three calendar weeks of receipt of written notice of any proposed change.

19. OTHER

19.1 Except where provisions of the Agreement are made with reference to specific provisions in previous agreements, all previous agreements and salary schedules between or affecting the parties are hereby canceled.

19.2 This Agreement shall enure to the benefit of and be binding upon the parties and their successors.

20. DATE OF AGREEMENT

IN WITNESS THEREOF, the parties hereto execute this Agreement by affixing hereto the signatures of their proper officers on their behalf.

NO signatures as this is for Administrative use only . The full document is available from ATA officers or from the Board Office – 403 -845-3376

LETTER OF UNDERSTANDING

LUMP SUM PAYMENT IN LIEU OF RETROACTIVE PAY

ADMINISTRATIVE PROCEDURES

Regarding income earned by teachers between September 1, 2006, and August 31, 2012, “The Lump Sum Payment”, the Employer hereby agrees to the following procedures:

- (1) For a teacher who was on leave, retired or otherwise left the service of the Employer between September 1, 2006 and April 30, 2007: The current practice of reporting this income as earned during the currency of this Collective Agreement ensures that it is considered as pensionable income.
- (2) For a teacher on Leave and in receipt of Employment Insurance benefits: Prior to or upon completion of the Employment Insurance entitlement period, the teacher shall present to the Employer documentation identifying any lost entitlement during the EI Entitlement period due to Lump Sum Payment Administration, and the Employer shall compensate the teacher for the identified amount.
- (3) For a teacher who receives an amount in the Lump Sum Payment that takes the teacher over the ATRF Monthly Salary Cap: The current practice of splitting the Lump Sum Payment between two consecutive months, thereby keeping the teacher under the cap shall be continued at the option of the employee.
- (4) For a teacher who has qualified for Extended Disability Benefits during the above-referenced period; i.e. whose “last day worked” occurred during this period: The Employer shall reimburse the teacher for any lost disability benefits attributable to Lump Sum Payment Administration.
- (5) For other situations not identified above: The Employer assumes responsibility for other income lost by a teacher directly attributable to Lump Sum Payment Administration. The teacher is required to provide documentation to the Employer from the appropriate authority substantiating such a claim.

Lump Sum Payment income is pensionable earnings. Lump Sum Payment Administration shall be reported to the Local EPC Chair.