

THE COLLECTIVE AGREEMENT

Between

WILD ROSE SCHOOL DIVISION NO 66

and

THE ALBERTA TEACHERS' ASSOCIATION

Expires August 31, 2016

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This agreement is made pursuant to the *School Act* and the *Labour Relations Code* (RSA).
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) Associate 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 takes effect on September 1, 2012 and terminates on August 31, 2016. 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 bargaining proposals that identify their intent and interests 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 1/12 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, 2012 to August 31, 2014:

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			49,371	58,648	61,963	65,562
1			51,551	62,149	65,463	69,071
2			53,726	65,644	68,964	72,579
3			55,903	69,144	72,466	76,091
4			58,084	72,640	75,965	79,600
5			60,261	76,633	79,960	83,601
6			62,439	80,628	83,949	87,599
7			64,614	84,623	87,942	91,603
8			66,794	88,615	91,934	95,601
9	55,527	61,968	68,971	92,610	95,926	99,603

Effective September 1, 2014:

Years of Teaching Experience	Years of University Education		
	Four	Five	Six
0	58,648	61,963	65,562
1	62,149	65,463	69,071
2	65,644	68,964	72,579
3	69,144	72,466	76,091
4	72,640	75,965	79,600
5	76,633	79,960	83,601
6	80,628	83,949	87,599
7	84,623	87,942	91,603
8	88,615	91,934	95,601
9	92,610	95,926	99,603

Effective September 1, 2015 (2% Increase):

Years of Teaching Experience	Years of University Education		
	Four	Five	Six
0	59,821	63,203	66,874
1	63,392	66,772	70,453
2	66,957	70,343	74,031
3	70,527	73,916	77,613
4	74,092	77,484	81,192
5	78,166	81,559	85,273
6	82,240	85,628	89,351
7	86,315	89,701	93,435
8	90,387	93,772	97,513
9	94,462	97,845	101,595

4.3.1 A one-time lump-sum payment of 1% of the annual salary as set out in the Collective Agreement grid in effect as of November 15, 2015 will be paid to all teachers on contract on that date, and paid no later than the end of December of 2015 .

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 prorated 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 Principal's Allowances:

Effective September 1, 2012 – August 31, 2015

In addition to base allowance of \$16,512. Principals shall be paid an additional amount for student enrollment including ECS students (.60) as follows:

(a) per student for the first 100 students	\$ 0.00
(b) per student for 101 to 200 students	\$37.13
(c) per student for 201 to 300 students	\$24.22
(d) per student for 301 to 400 students	\$22.61
(e) per student thereafter	\$17.74

ECS students shall be counted as full time students effective September 1, 2014.

Effective September 1, 2015 (2% Increase)

In addition to base allowance of \$16,842, Principals shall be paid an additional amount for student enrollment including ECS students as follows:

(a) per student for the first 100 students	\$ 0.00
(b) per student for 101 to 200 students	\$37.87
(c) per student for 201 to 300 students	\$24.70
(d) per student for 301 to 400 students	\$23.06
(e) per student thereafter	\$18.09

5.2 Vice-Principal/Assistant Principal Allowances:

Administrative allowance amounting to 50 per cent of the allowance received by a principal in accordance with 5.1 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.

5.3 Acting Principal:

When, in the absence of the principal, the vice-principal acts in his/her place for a period of seven (7) 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 eighth (8) day until the return of the regular principal.

5.4 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.

5.5 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.

5.6 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:

5.6.1 - Instructional Consultants/Psychologists

Effective September 1, 2012 \$15,853.

Effective September 1, 2015 \$16,170.

5.6.2 - Coordinators

Effective September 1, 2012 \$11,891.

Effective September 1, 2015 \$12,129.

5.6.3 - District Administrator

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

(a) The base administrator's allowance as set out in Section 5

(b) In the case where the teacher designated as district administrator is in receipt of an allowance under article/clause 5.1 – Principal's Allowance or 5.2 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 position in accordance with Article/clause 5.1 or 5.2 as applicable.

5.7 The Employer may create or fill administrative positions other than those specifically enumerated in clause 5.6 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.

5.8 Designation of a Vice-Principal:

In a school where there are 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 23, 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 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 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 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 of 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 earned with the Employer and subsequent to September 1, 2014 shall 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 The daily rate of pay for substitute teachers shall be as follows:

Effective September 1, 2012 - \$206.17

Effective September 1, 2015 - \$210.29

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 by direct deposit and 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 Teacher's shall be paid 1/12 of the earned annual rate of salary, less appropriate payroll deductions, on the 25th day of each month by way of direct deposit into a bank account specified by the Teacher. The December payment shall be made on the last operational day of that month.

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 Board 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) The maximum sick leave of twenty (20) days shall be credited to the teacher at the commencement of duties.

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 20 days, in the same school year shall be applied and any salary adjustment required shall be made on the last payment 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 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 90 calendar days.

11.4 Provisions of the sick leave shall be suspended and the benefits of the ASEBP extended disability shall apply where a teacher is so eligible for these ASEBP 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 cancelled.

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 1 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 per cent of category 4, step 5 for that year. Payments shall be made in equal monthly instalments 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 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. Effective September 1 2014, the amount payable shall be increased to 100%. 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 37 consecutive weeks immediately following the last day of maternity leave or
(b) a period of not more than 37 consecutive weeks within 52 weeks after the child's birth or
(c) in the case of an adoptive parent, a period of not more than 37 consecutive weeks within 52 weeks after the child is placed with the adoptive parent. During this 37 week period, each teacher shall be eligible to maintain benefit plan coverage provided the teacher pays 100 per cent of the premium.

13.5 Each teacher shall notify the Employer of the leave requirements 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 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 day leave with full pay and benefits to attend the birth of the teacher's child or to take custody of the 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 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 Employers share of benefit premiums. If such leave reaches six consecutive teaching days the teacher shall assume responsibility for 100 percent of benefit premiums retroactive to day one 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 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 10 days of receiving notice of the grievance, if a meeting is requested. The respondent shall review the grievance and within 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 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 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 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 No administrator shall suffer a loss of salary and administrative allowance(s) described in Article 5 due to an Employer initiated Transfer. If an administrative designation is terminated as a result of a transfer the salary and allowances of the affected Administrator shall be maintained for a period of three years.

16.2 The Employer requesting a teacher/administrator 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.

17. Group Insurance

17.1 When enrolment 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 100% per month toward the gross cost of the various premiums.

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 ASEBP plans and AHC. 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 AHC 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, 2012, 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 HSA credit shall be increased to \$700 per year effective September 1, 2014. The unused balance will be carried forward to the extent permitted by the CRA. 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 ATA school representative in each school in the Employer's jurisdiction
- (b) the secretary of the ATA Local.

In each case it shall be the responsibility of the ATA 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 cancelled.

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.

DATED AT ROCKY MOUNTAIN HOUSE, Alberta, this 17 day of February, 2015.

**Signed on behalf of
Wild Rose School Division No 66**

**Signed on behalf of
The Alberta Teachers' Association**

Mae Jurey
Erin Celli
[Signature]

[Signature]
[Signature]
[Signature]

[Signature]
Coordinator, Teacher Welfare

