

Northern Lights School Division No 69

This agreement is made pursuant to the *School Act (2000)* and the *Labour Relations Code (2000)* and the *Employment Standards Code (2000)*.

Between the Board of Trustees of the Northern Lights School Division No 69 (hereinafter called the "Board") of the first part and the Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter called the "Association") of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Board; and

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties; and

Whereas the parties desire that these matters be set forth in an agreement.

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

1.0 Recognition

1.1 This agreement applies to those employees of the Board who as a condition of 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.

1.2 Notwithstanding clause 1.1, the following shall be excluded from this agreement:

- (a) superintendent
- (b) assistant superintendents
- (c) regional team leaders
- (d) instruction and student achievement consultant
- (e) student services leader

1.3 All teachers employed by the Board as in clause 1.1 shall be members of the Association and as such shall pay dues to the Association.

2.0 Effective Date

2.1 The agreement shall take effect on September 1, 2004 and shall remain in effect until August 31, 2006 and shall remain in full force and effect until varied by collective bargaining.

2.2 Either party to this collective agreement shall give notice in writing to terminate or to amend this agreement no less than 60 and not more than 120 days immediately preceding the date of expiry of this agreement.

2.2.1 Notwithstanding clause 2.2, the next round of negotiations to commence on March 1, 2006 or as soon thereafter as possible.

2.3 Collective bargaining procedures will be consistent with the provisions of the *Labour Relations Code (2000)*.

2.3.1 Both parties shall present particulars of all amendments/proposals to be considered during collective bargaining in accordance with Section 60(2) of the *Labour Relations Code*.

3.0 Salary Schedule

3.1 The Board shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.

3.2 The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Board.

3.2.1 The basic salary rate for any teacher currently employed with the Board with less than four years of teacher education shall be permanently placed in category four teacher education and level two teacher experience. The teacher shall remain at this placement until the teacher provides the Board with an updated TQS (Teacher Qualifications Service) form verified by the Alberta Teachers' Association.

3.3 Save and except substitute teachers, each teacher shall be paid monthly 1/12 of his/her annual salary in accordance with the provisions of the *School Act (2000)* and Board regulation DL-R - payroll procedures.

3.4 Notwithstanding clause 3.3, a teacher shall upon written request prior to May 31, receive his/her July salary along with the regular June payment and, provided the required forms and records are submitted to the Board, the teacher shall receive his/her August payment on or before July 15.

3.5 Notwithstanding clause 3.3, a teacher in his/her first year of employment with the Board, upon request, shall be paid after two weeks of employment 1/2 of his/her regular monthly salary for the month of September. The balance of which is to be paid at the specified time as per clause 3.3.

3.5.1 Consideration will be made to a written request from a newly employed teacher in his/her first month of employment to be paid after two weeks 1/2 of his/her salary for his/her first month of employment.

3.6 Adjustments to salary for personal leave and payments for principal designate allowance shall be made and itemized on the last pay cheque for the school year.

3.6.1 Adjustments to salary for leave without pay will be made according to the reporting requirements of the Alberta Teachers' Retirement Fund.

3.7 Salary Schedules

2004/2005 Salary Schedule (Effective September 1, 2004)

| Years of teaching experience | Years of University Education | | |
|------------------------------|-------------------------------|-------------|------------|
| | <u>Four</u> | <u>Five</u> | <u>Six</u> |
| 0 | 44,561 | 47,111 | 49,840 |
| 1 | 47,443 | 49,989 | 52,708 |
| 2/3 | 50,323 | 52,869 | 55,585 |
| 4 | 53,203 | 55,754 | 58,466 |
| 5 | 56,085 | 58,634 | 61,351 |
| 6 | 58,968 | 61,517 | 64,231 |
| 7 | 61,850 | 64,398 | 67,110 |
| 8 | 64,731 | 67,280 | 69,995 |
| 9 | 67,609 | 70,159 | 72,874 |
| 10 | 70,584 | 73,041 | 75,753 |

Note: Effective April 1, 2002, the grid steps for 4/0, 5/0 and 6/0 will be rolled into the next experience level, thus, establishing steps labeled 4-0/1, 5-0/1 and 6-0/1. Thereafter, a rollup will occur each year until the grid experience level 4-9/10, 5-9/10 and 6-9/10 is achieved and at that point the experience level 10 will be eliminated.

2005/2006 Salary Schedule (Effective September 1, 2005)

| Years of teaching experience | Years of University Education | | |
|------------------------------|-------------------------------|-------------|------------|
| | <u>Four</u> | <u>Five</u> | <u>Six</u> |
| 0 | 45,755 | 48,374 | 51,176 |
| 1 | 48,714 | 51,329 | 54,121 |
| 2 | 51,672 | 54,286 | 57,075 |
| 3/4 | 54,629 | 57,248 | 60,033 |
| 5 | 57,588 | 60,205 | 62,995 |
| 6 | 60,548 | 63,166 | 65,952 |
| 7 | 63,508 | 66,124 | 68,909 |
| 8 | 66,466 | 69,083 | 71,871 |
| 9 | 69,421 | 72,039 | 74,827 |
| 10 | 72,476 | 74,998 | 77,783 |

4.0 Allowances

In addition to basic salary, a person appointed to an administrative position shall receive an allowance according to the following schedule.

4.1 Principal - A principal allowance shall be paid in consideration of the number of students under the jurisdiction of a school on September 30. A student enrolled in an ECS program will be counted as 0.8 FTE for allowance purposes. The per annum allowance applicable for the term of this agreement is as follows:

| 2004/05 School Year (Effective September 1, 2004) | | |
|---|----------|-------------|
| Number of Students | Basic | Per Student |
| 1st 50 students | \$6,000 | N/A |
| 50-100 students | \$12,000 | N/A |
| Over 100 students (101+) | \$12,000 | \$14.75 |

(Per student rate is calculated from the first student)

| 2005/06 School Year (Effective midnight September 1, 2005) | | |
|--|----------|-------------|
| Number of Students | Basic | Per Student |
| 1st 50 students | \$6,161 | N/A |
| 50-100 students | \$12,322 | N/A |
| Over 100 students (101+) | \$12,322 | \$15.15 |

(Per student rate is calculated from the first student)

4.1.1 Transfer Adjustments: In the event that the Board initiates the transfer of a principal or vice-principal and such transfer results in an administrative allowance that is less than the allowance the principal or assistant principal currently receives by more than 20 students, the Board will maintain the higher allowance payment for three school years. For transfers that become effective following the commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three school years. This shall not apply if the principal or vice-principal requests the transfer.

4.2 Assistant Principal – Each assistant principal shall be paid an allowance that is 1/2 of the allowance paid in accordance with clause 4.1.

4.3 Principal Designate - The allowance for service in this capacity shall be as follows:

September 1, 2004 - August 31, 2005: \$22.48/half day, \$44.97/full day.

September 1, 2005 - August 31, 2006: \$23.08/half day, \$46.18/full day.

4.4 The Board may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position, other than those specifically enumerated in this clause provided that the allowance for such position is established by an addendum to this agreement prior to the position being filled.

4.5 Assistant principal designations may not be terminated except as recommended by the superintendent in consultation with the school principal involved.

4.6 When in the absence of the principal, an assistant principal or principal designate acts in his/her place for a period of nine or more consecutive operational days they shall be designated as temporary acting principal and shall be paid a principal's allowance effective the tenth day, retroactive to the first day.

4.7 Payment of administrative allowance other than "principal designate" shall commence on the effective date of appointment. The allowance for service as a principal designate shall be made in accordance with the Alberta Teachers' Retirement Fund requirements.

5.0 Years of Teaching Experience

For purposes of placement on the salary grid a teacher shall be deemed to have earned an additional year of teaching experience upon having rendered active service for not less than the equivalent of 115 days (as defined in Section 97(1) of the *School Act*). Such teaching experience must be earned within three consecutive years with the Board. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of the next school year or the first day of February in the next school year, whichever shall first occur.

In the event that a teacher has rendered more than 115 days of active service and has been credited with his/her last increment, the teacher shall not be entitled to apply any days of active service in excess of 115 days to the earning of an additional increment. Substitute teaching shall be counted as teaching experience for purposes of this clause.

5.1 The number of years of teaching experience earned by a teacher prior to engagement by the

Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. For increment purposes the Board shall not recognize partial years of experience with previous Boards.

5.2 The adjustment date for changes in the number of years allowed for teaching experience in school shall be the first teaching day of each school year or February 1, whichever shall first occur provided, however, that no teacher shall receive more than one experience increment in any one school year.

5.3 The teacher shall be responsible to submit satisfactory evidence of years of teaching experience to the Board. Satisfactory evidence shall be deemed to include an affidavit by the teacher and/or documentation from former Board(s) which employed the teacher. If satisfactory evidence or proof of having applied for same is not submitted within 45 calendar days of commencement of employment, the Board upon its discretion may pay on the basis of the number of years for which proof is provided.

5.4 Retroactive payment for years of teaching experience shall only apply to teachers who have provided documentation from former Board(s) or have provided a copy of application for same to the Board within the 45 calendar days of commencement of employment.

5.5 If such evidence is not submitted within the aforementioned 45 calendar days, the teaching salary shall be adjusted effective the beginning of the month following submission of such evidence.

6.0 Years of Teacher Education

The evaluation of a teacher's 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 policies and principles approved by the Teacher Salary Qualifications Board established under memorandum of agreement among the Department of Education, Alberta School Trustees Association and the Alberta Teachers' Association dated March 23, 1967.

6.1 Placement on the salary schedule shall be according to the number of years of teacher education at the first day of each school year, on commencement of employment or on February 1.

6.1.1 Until the teacher submits proof of teacher education for salary purposes the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirement of his/her teaching certificate.

6.2 Proof of teacher education in the form of a TQS evaluation or proof of having applied for same must be submitted to the Board within the 45 calendar days of commencement of employment, the first day of school of each school year or February 1.

6.3 Failure to submit proof of application within the 45 calendar days, shall result in salary adjustment commencing the month following the submission of the statement of qualifications. The Board in its discretion shall be entitled to treat any adjustment as being retroactive for the purposes of recovery should a TQS evaluation establish a level of qualifications inferior to that being paid for by the Board.

7.0 Substitute Teachers

A substitute teacher means a teacher employed on a day-to-day basis.

7.1 Effective September 1, 2004 to August 31, 2005, payment for a full day of substitute teaching shall be \$152; for one half day or less of substitute teaching payment shall be \$76 inclusive of four per cent vacation pay. Effective September 1, 2005 to August 31, 2006, payment for a full day of substitute teaching shall be \$156; for one half day or less of substitute teaching payment shall be \$78 inclusive of four per cent vacation pay.

7.2 A teacher substituting for five or more consecutive days for the same teacher shall be paid according to grid position retroactive to the first day.

8.0 Summer School Instruction

Teachers providing instructional services for courses approved by the division during the months of July and August 2005 and 2006, shall be paid 1/200 of their grid placement for every full day that instruction is provided. One-half day of instructional service will be paid 1/400 of their grid placement.

9.0 Sick Leave

Leave with pay will be granted to teachers for the need to obtain medical or dental treatment for themselves or a member of their household or immediate family (parents and children). Leave with pay necessitated by the illness of a teacher will be granted to the teacher in accordance with the *School Act* (2000) and the following:

9.1 In the first year of service with the Board, leave will be granted at the rate of two days per month to a maximum of 20 days per year of which at least 12 days will be retained for the employee's personal illness or injury.

9.2 After the first year and subject to continuing uninterrupted service, each teacher shall be eligible for sick leave benefits to a maximum of 90 calendar days per year.

9.3 After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect.

9.4 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his/her ability to return to duty as certified by a Board-approved practitioner at the Board's expense, he/she shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

During the first year of service with the Board the remainder of days earned under clause 9.1.
After the first year of service with the Board - 90 calendar days.

9.5 The accumulated sick leave benefits of a teacher shall not be affected as a result of any leave of absence granted by the Board for reasons other than those provided for by this clause, for a period not exceeding one year.

9.6 Before any payment is made under the foregoing regulations, the teacher may be required to provide:

9.6.1 A declaration, on a form provided by the Board, where the absence is for a period of three days or less.

9.6.2 A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.

9.6.3 Prior to an employee returning to work after a period of 30 or more continuous days of medical absence, the employee shall provide the Board with a medical certificate signed by a Board approved medical practitioner indicating his/her ability to return to normal working duties, cost to be borne by the Board.

9.7 When a teacher leaves the employ of the Board all sick leave shall be cancelled.

9.8 A teacher attending a medical or dental appointment outside the immediate area may be required to provide proof of attendance, cost of such proof to be borne by the Board.

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

9.10 The teacher will be granted up to one day's leave with pay at the time of the birth of his child. This leave is considered part of the 90 days as per clause 9.2.

10.0 Health Plan Benefits

Membership in group insurance plans operated jointly by the Board and the Association are a condition of employment for all eligible teachers, except where membership would duplicate that already provided by a spouse. Any teacher who does not apply within 45 calendar days of commencement of employment will be considered a late applicant and may have to forego benefits.

10.1 The Board shall pay on behalf of each participating teacher, premiums connected with approved group insurance programs as follows:

10.1.1 Ninety per cent of the teachers' premiums for the Alberta School Employee Benefit Plan - Extended Disability Benefits - Plan D.

10.1.2 One hundred per cent of the teachers' premiums for the Alberta School Employee Benefit Plan - Life Insurance and Accidental Death and Dismemberment - Schedule 2.

- 10.1.3** One hundred per cent of the teachers' premium for the Alberta School Employee Benefit Plan - Extended Health Care - Plan 1.
- 10.1.4** One hundred per cent of the teachers' premium for the Alberta School Employee Benefit Plan - Dental Care - Plan 3.
- 10.1.5** One hundred per cent of the teachers' premiums for Alberta Health Care.
- 10.1.6** One hundred per cent of the teachers' premiums for the Alberta School Employee Benefit Plan - Vision Care - Plan 3.
- 10.1.7** On the basis of the family rates where a married couple is employed by the Board. Effective midnight August 31, 2005 and subject to approval by Alberta School Employee Benefit Plan, married couples employed by the Board will be eligible to coordinate their benefits under the Alberta School Employee Benefit Plan.
- 10.2** Payments made towards benefit plans by the Board shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 10.3** Employees upon becoming eligible for extended disability benefits shall assume 100 per cent payment of all premiums for which they wish continued coverage. The employee shall be notified as to the procedure for premium remittances.
- 10.4** Premiums paid by the Board will be contributed on a prorata basis for part-time teachers.

11.0 Leave of Absence

11.1 Compassionate Leave

Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness requiring hospitalization or emergency medical treatment shall be granted as follows:

- 11.1.1** Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-law; a period not exceeding five working days.
- 11.1.2** Involving members of the extended family of the teacher or spouse: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three working days.
- 11.1.3** The Board may in the case of critical illness require a medical certificate.

Temporary leave of absence, with pay and benefits, necessitated at the time of death shall be granted as follows:

- 11.1.4** Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-law; a period not exceeding five working days.
- 11.1.5** Involving members of the extended family of the teacher or spouse - grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three working days.
- 11.1.6** Additional compassionate leave where required may be granted upon application to the superintendent or designate. An additional leave may be granted only when the funeral arrangements necessitate out of province or out of country travel.
- 11.1.7** Up to one day for a funeral for anyone not listed in 11.1, as approved by the superintendent or designate.

11.2 Personal Leave

- 11.2.1** The teacher shall be granted one day without any deduction equivalent to the cost of a substitute and one day with deduction equivalent to the cost of a substitute which will be applied to the teacher's salary.
- 11.2.2** Personal leave is an earned benefit over the course of the school year and any adjustments would be applied at year-end or at the time of discontinuance of service, whichever comes first.

11.2.3 Effective midnight August 31, 2004, teachers that have accumulated more than two personal leave days will have their excess days classified as grandfathered personal leave days and the said days will be reduced first as they are utilized.

11.2.3.1 Personal leaves of absence for more than two consecutive days require the prior approval of the superintendent of schools or his/her designate.

11.3 Maternity, Parental and Adoption Leave

11.3.1 The teacher shall endeavour to notify the Board of leave requirements three months in advance; however, she shall give the Board at least two weeks notice of the day on which maternity, or parental leave is to commence. Such notice shall be in writing.

11.3.2 Prior to the leave commencing, each teacher shall endeavour to provide the Board with the date the teacher plans on returning to work, however, the teacher shall give the Board at least two weeks notice of the intended return to work day. Such notice shall be in writing.

11.3.3 The Board shall make every effort to return the teacher to the same position held at the commencement of the leave, but if that should prove to be impractical or not possible, to a similar position within the same school.

11.3.4 Maternity leave shall be for a period of up to 15 weeks.

11.3.5 The health related portion of each teacher's maternity leave shall be as determined by medical documentation.

11.3.6 The teacher agrees to apply for employment insurance (EI) benefits immediately following the date of delivery.

11.3.7 The Board agrees to supplement the EI benefits received by the teacher to an amount equal to the teacher's normal weekly earnings during the health related portion of the leave, with such leave falling within the EI entitlement period. The teacher may be required to submit medical certificate(s) in order to have her EI benefits supplemented.

11.3.8 The supplementary benefit shall replace sick leave benefits and the teacher shall have no access to sick leave benefits while on the supplementary benefit plan.

11.3.9 When a teacher has not accumulated sufficient insurable hours and is unable or unsuccessful in qualifying for EI benefits, and has provided the Board with appropriate documentation, the teacher may access available sick leave benefits during the health related portion of maternity leave.

11.3.10 The teacher will provide a copy of the first EI cheque stub to the Board as verification of receipt of EI benefits.

11.3.11 The Board shall pay its portion of the teacher's health plan premiums during the health related portion of her maternity leave.

11.3.12 That period of the maternity leave not covered by the health related portion shall be without pay and without Board contribution to health plan premiums.

11.3.13 The teacher shall not be entitled to any supplementation of EI benefits for any period during which the teacher would not have taught if she were not on maternity leave.

11.3.14 The Board shall advise each teacher to apply for extended disability (ED) benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the teacher shall apply for ED benefits and no further salary, health plan premiums or supplementation of EI benefits shall be payable by the Board.

11.3.15 Each teacher shall be eligible for further parental leave without pay and Board contributions to health plan premiums for up to 37 weeks provided such is continuous and complete within 12 months of the date of the birth of the child or the date the child was first placed with the adoptive parent. During this 37 week period, each teacher shall be eligible to maintain coverage on health plans provided the teacher pays 100 per cent of the premiums.

11.3.16 Parental leave may be prorated between the birth mother and the father or adoptive parents provided that the sum of the parental leave shall not exceed 37 weeks and the parental leave is

without pay and Board contributions to health plan premiums.

11.3.17 Additional leave may be granted with the mutual agreement of the Board and the teacher. Prior to leave being granted, the Board and the teacher shall agree to terms and conditions in writing of resumption of duties on the part of the teacher.

11.4 Jury Duty, Court Summons or Subpoena Leave

Leave with pay shall be granted for a teacher to serve on a jury or answer any summons related thereto, or to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, providing any stipend established by the court shall be turned over to the Board.

11.5 ATA Business Leave

Where the Board grants leave for Association business such leave shall be without loss of salary provided that an amount equal to the salary paid to a substitute teacher, as per clause 7.1, is paid by the Association to the Board.

11.6 Other Leaves

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

12.0 Professional Improvement

12.1 Professional Improvement Leave

Professional improvement leave shall mean a leave of absence without pay granted by the Board at its discretion and upon application by a teacher for study or other activities designed to improve the teacher' academic or professional qualifications.

12.1.1 All applications for professional improvement leave shall be submitted to the superintendent by April 30 or a minimum of 90 days prior to the proposed commencement of the leave.

12.1.2 All applicants for professional improvement leave shall be advised of the superintendent's decision within 30 days of receipt of the application.

12.1.3 Procedures governing applications and approval of professional improvement leave shall be in accordance with Board policy and regulations.

12.1.4 The terms and conditions of any professional improvement leave shall be agreed to in writing prior to final approval.

12.1.5 Except as herein provided, the Board shall not be responsible for any benefits or the payments of any premiums associated therewith, on behalf of a teacher on professional improvement leave. The teacher may however maintain existing benefits entirely at their personal expense.

12.2 Professional Improvement Assistance

Professional improvement shall mean study or other activities designed to improve the teacher' academic or professional qualifications in the current or coming school year.

12.2.1 The Board shall annually establish a fund equivalent to \$40,000 that is to be allocated in terms of assistance grants to qualifying teachers for professional improvement assistance.

12.2.2 The applications including proposed costs for professional improvement assistance shall be submitted to the superintendent a minimum of 90 days prior to the proposed commencement of the professional improvement activity.

12.2.3 All applicants for professional improvement assistance shall be advised of any assistance granted within 60 days of receipt of application.

12.2.4 Any unused portion of the fund established shall revert to the instructional revenue block of the Board and shall not accumulate to ensuing years.

12.2.5 A teacher who is granted professional improvement assistance shall give an undertaking in writing to not resign or retire from teaching service with the Board other than by mutual agreement

between the Board and the teacher for a period of one year. Should a teacher fail to comply with this clause he/she shall repay the allowance on a prorata basis.

12.2.6 Procedures governing applications and approval of professional improvement assistance shall be in accordance with Board policy and regulations.

13.0 The Board shall have an early retirement policy

14.0 School Year (Refer to Board Policy HC and Exhibit HC-E - School Year)

15.0 Transfer

15.1 Where the Board initiates a teacher's transfer to a school which is in excess of 40 km away from their existing residence and the teacher chooses to relocate to the new community, the Board shall reimburse the teacher for approved costs directly incurred in the transporting of household furnishings and personal effects from the existing residence to the new residence subject to the teacher providing an approved estimate of costs prior to the move being undertaken and providing a statement of costs incurred with supporting documents upon completion of the move.

15.1.1 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be considered for the vacant position. Should the teacher not be selected, he/she may request a written explanation of the reason(s).

15.1.2 When a teacher is transferred subsequent to the commencement of the school year the teacher, upon request, shall be provided up to three days of unassigned time to prepare for the new assignment.

16.0 Grievance Procedure

Any difference between any employee covered by this agreement and the Board, or in a proper case between the Local of the Alberta Teachers' Association and the Board concerning the interpretation, application, operation or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.1 Such difference (hereinafter called "a grievance") shall first be submitted in writing to the secretary-treasurer of the Board and the secretary of the Local of the ATA and the chairperson of the EPC of the ATA Local No 15. 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.

16.2 In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have lapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing to the secretary-treasurer of the Board, the secretary of the Local of the ATA and the chairperson of the EPC of the ATA Local No 15 who in turn shall notify their respective grievance committee.

16.2.1 Such grievance committee shall be composed of two representatives of the Board and two representatives of the Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

16.3 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice may be given within 15 days after the date of the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

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

16.5 The arbitration board shall determine its own procedure but shall give full opportunity to all

parties to present evidence and to be heard.

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

16.7 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the board.

16.8 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.

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

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

16.11 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be at an end.

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

17.0 Probationary Period

A teacher in possession of a probationary contract shall be notified by the Board prior to May 25 of the current school year as to the future status of the contract.

18.0 Successors

This agreement shall inure to the benefit of and be binding upon the parties and their successor.

19.0 Management Rights

In matters not otherwise covered by this agreement, the Board agrees to act in a fair, just and reasonable manner.

20.0 Interim/Temporary/Part-Time Teachers

Teachers on employment contracts which do not require full day service for a full school year shall be considered as part-time teachers and as such eligible for all provisions and benefits of this agreement.

20.1 Salary shall be determined as per the *School Act* Section 111(1).

20.2 Sick leave entitlement (clause 9) shall be prorated on the basis of full-time equivalency.

20.3 Compassionate leave entitlement (clause 11.1) shall be prorated on the basis of full-time equivalency.

20.4 Personal leave entitlement (clause 11.2) shall be prorated on the basis of full-time equivalency.

20.5 Board contributions for group insurance plan premiums shall be prorated on the basis of full time equivalency.

20.6 Part-time teachers shall be compensated on the basis of full-time equivalency when required by Board directive to participate in activities beyond the scope of their normal responsibilities. They shall not be reimbursed for those duties regularly associated with their position. They shall take part in activities of a nature normally expected of their position (staff meetings, parent/teacher interviews, local institute day).

21.0 Continuous Part-Time Teachers

Teachers on a contract of continuous employment which do not require full day service for a full school year shall be considered as full-time teachers and as such eligible for all provisions and benefits of this agreement.

21.1 Salary shall be determined as per the *School Act* Section 111(1).

21.2 Sick leave entitlement (clause 9) shall be prorated on the basis of full-time equivalency.

21.3 Compassionate leave entitlement (clause 11.1) shall be prorated on the basis of full-time equivalency.

21.4 Personal leave entitlement (clause 11.2) shall be prorated on the basis of full-time equivalency.

21.5 Board contributions for group insurance plan premiums shall be prorated on the basis of full-time equivalency.

21.6 Part-time teachers shall be compensated on the basis of full-time equivalency when required by Board directive to participate in activities beyond the scope of their normal responsibilities. They shall not be reimbursed for those duties regularly associated with their position. They shall take part in activities of a nature normally expected of their position (staff meetings, parent/teacher interviews, local institute day).

21.7 The Board may provide a part-time assignment to a teacher with a full-time continuous contract upon the teacher's request.

21.7.1 The part-time assignment shall continue from year to year until:

21.7.1.1 The Board provides notice to the teacher that he/she shall have a change in level of duties.

21.7.1.2 The Board and the teacher mutually agree to a change in the level of duties.

22.0 Deferred Salary Leave Plan

22.1 The Board shall make available a deferred salary leave plan and make the necessary payroll deductions for remittance to the corporation administering the plan.

22.2 A maximum of 10 teachers shall be granted a deferred salary leave of absence for a given year.

22.3 The deferred salary leave plan application shall be concluded by September 10 in the year of application to participate in the deferred salary leave plan.

22.4 Upon the expiry of the leave of absence under the deferred salary leave plan, the teacher shall resume employment with the Board.

22.5 A deferred salary committee consisting of a Board member, a teacher representative and a member of division office administration may be established to resolve conflicts that may arise with the deferred salary leave plan.

23.0 Teacher-Board Liaison Committee

The parties hereby recognize that basic to the proper management and administration of a school system is the Board's right and responsibility to formulate and adopt policies and regulations.

23.1 The Board and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administrators.

23.2 The parties hereby agree that there shall be constituted a teacher-board liaison committee in every Board jurisdiction for the purpose of considering matters of concern related to school affairs including proposed educational policy changes and changes in conditions of professional service and communicating thereon the views of the respective parties.

23.3 The teacher-board liaison committee shall consist of authorized representatives of teachers, elected Board members and their appointees.

23.4 This committee shall meet initially within the first three months of the school year. Further meetings shall be upon the request of either party.

24.0 Subrogation Clause

If a teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the Board has subrogation rights. This means the teacher, if he/she sues, shall be required to include a claim to recover these benefits from the other party and then reimburse the Board the benefits received less the cost of litigation on a proportionate basis. The Board shall notify the teacher of this requirement in a reasonable period of time of the said benefits commencing.