

Wetaskiwin Regional Division No 11

This collective agreement is made in duplicate this ____ day of _____, 2008, pursuant to the *School Act* and the *Labor Relations Code* (RSA).

Between The School Boards Employer Bargaining Authority ("the SBEBBA") an employers' organization acting on behalf of The Wetaskiwin Regional Division No 11, (hereinafter called "the Member 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 duly certified bargaining agent for the teachers employed by the Member 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 Member 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, assistant or associate superintendents
- (c) directors.

2. Management Rights

2.1 The Member Employer retains all rights of management not specifically limited by the expressed terms of this collective agreement.

3. Terms of Agreement

3.1 This agreement takes effect September 1, 2007 and terminates August 31, 2012.

3.2 Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of this agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange lists of the changes they seek. Negotiations shall be limited to the items in the two lists combined.

3.3 If neither party submits notice as per clause 3.2, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 3.2.

3.4 The wording and figures contained in the articles and schedules of this agreement shall not be changed by either party, except through mutual agreement.

4. Salary Schedule

4.1 The Member 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 Member Employer.

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4.3 The following salary increases shall be provided in accordance with the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association of November 15, 2007.

Effective September 1, 2007 adjust the salary grid in effect on August 31, 2007 by 3 per cent (note the rates identified herein for salaries, substitute teacher rates and allowances already reflect this increase).

For the school years 2008/2009 to 2011/2012, salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2008 will be calculated by comparing the average of earnings for Alberta for January 1, 2007 to December 31, 2007 to the average of earnings for Alberta for January 1, 2006 to December 31, 2006, and then applied to the salary grid in effect on August 31, 2008.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007, and then applied to the salary grid in effect on August 31, 2009.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008, and then applied to the salary grid in effect on August 31, 2010.

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 calculation 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 variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026).

Effective September 1, the following salary schedule shall be effective:

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0	31,473	35,448	39,442	48,398	51,296	54,277
1	33,464	37,173	41,413	51,212	54,108	57,089
2	35,454	38,896	43,385	54,025	56,921	59,902
3	37,445	40,619	45,357	56,838	59,734	62,716
4	39,435	42,344	47,325	59,651	62,547	65,529
5/6	41,427	44,068	49,298	62,605	65,502	68,485
7	43,418	45,791	51,269	65,562	68,459	71,440
8	45,409	47,515	53,242	68,517	71,413	74,395
9		49,239	55,212	71,472	74,369	77,350
10		50,963	57,183	74,427	77,325	80,306
11				77,384	80,279	83,260

Effective September 1, 2008, Step 7 will become a combined step re-named Step 6/7.

Effective September 1, 2009, Step 8 will become a combined step re-named Step 7/8.

Effective September 1, 2010, Step 9 will become a combined step re-named Step 8/9.

Effective September 1, 2011, Step 10 will become a combined step re-named Step 9/10.

4.4 Provisions of this agreement shall be applicable to part-time teachers on a prorated basis. Effective May 1, 1997, this agreement will provide full-time benefit premium payments, as outlined in clause 5, for part-time teachers.

5. Benefits/Group Insurance

5.1 When enrolment and other requirements for group participation in various plans have been met, the Member 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.

5.2 The Member Employer shall contribute toward the costs of the various premiums as follows:

- (a) ASEBP Extended Disability Benefit, Plan D - 100 per cent of each teacher's monthly premium,
- (b) Life Insurance, Schedule 2 and Accidental Death and Dismemberment - 65 per cent of each teacher's monthly premium. Effective September 1, 2008, 100 per cent of each teacher's monthly premium.
- (c) ASEBP Extended Health Care Plan 1 - 100 per cent of each teacher's monthly premium,
- (d) ASEBP Dental Care Plan 3 - 100 per cent of each teacher's monthly premium,
- (e) Alberta Health Care - 80 per cent of each teacher's monthly premium. Effective September 1, 2008, 100 per cent of each teacher's monthly premium.
- (f) Vision Care Plan 3 - 100 per cent of each teacher's monthly premium.
- (g) **Health Spending Account** - The board will establish and contribute annually to an individual Health Spending Account for each teacher under contract as follows:

Effective September 1, 2008 - \$300
Effective September 1, 2010 - \$350

In this article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the Member Employer for any reason will forfeit any remaining balance.

The account will be administered by ASEBP as allowed by CRA and the Income Tax Regulations for the benefit of that teacher and his/her spouse and dependant(s).

5.2.1 Employee Assistance Plan - The Member Employer agrees to maintain an employee assistance plan which shall be 100 per cent funded by the teachers. Any changes to the plan shall be made by mutual agreement.

5.3 Subject to the provisions of the master policies, all teachers appointed to the staff of the Member 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 care plan and the AHC plan upon submitting proof of participation in these or similar plans through his or her spouse.

5.4 Payments towards benefit plans by the Member Employer shall permit them 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.

6. Vocational Teachers

6.1 Definition: A vocational teacher is a teacher who is:

- (a) The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and
- (b) Teaching an industrial education career fields course, as defined in the current Junior-Senior High School handbook or any document substituted therefore, in a trade area requiring the said journeyman certification.

6.2 Grid Placement of Vocational Teachers

6.2.1 Training: Vocational teachers shall be placed in the salary grid, with respect to teacher education, in the same manner as all other teachers. However, an Alberta journeyman's certificate or its equivalent will be equated to one year of professional training or according to Teacher Qualifications Service evaluation, whichever is greater.

6.2.2 Experience: Experience in trade, business or industry will not be deemed to be teaching experience. However, the Member Employer and the Association consider it just and reasonable that each vocational teacher be placed in the grid at an experience level equivalent to the number of years the teacher spent in trade, business or industry during related apprenticeship training and while working in a field directly related to the teacher's journeyman's certificate and teaching assignment. Such placement will be retained by a teacher in instances where the teacher is required by the Member Employer to accept a subsequent non-vocational teaching assignment. This principle does not apply to grid placement relative to teacher education. Thus, in no case, may a vocational teacher receive a basic salary which exceeds the

maximum provided in the category relative to the teacher's training, as in clause 6.2.1 above.

7. Administrative Allowances

7.1 The administrative allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

Administrative allowances shall be calculated as follows:

7.1.1 Principals

Basic allowance - 10 per cent of category 4 maximum salary plus per pupil allowance:

0 -100 pupils -	0.07 per cent of category 4 maximum salary
101 - 200 pupils -	0.04 per cent of category 4 maximum salary
201 - 300 pupils -	0.03 per cent of category 4 maximum salary
301 - 400 pupils -	0.025 per cent of category 4 maximum salary
401+ pupils -	0.02 per cent of category 4 maximum salary

The minimum allowance any principal shall receive is \$13,900

The principal's allowance shall be rounded to the nearest \$50.

Principals responsible for storefront schools shall receive a \$515 allowance for each storefront school for which they are responsible. Students in storefront schools shall not be included in the student count for principal's allowance purposes.

The sole teacher in the Hutterite school shall receive an allowance of \$309 per annum. The principal responsible for the Hutterite school shall receive a \$515 allowance. Students in the Hutterite school shall not be included in the student count for the principal's allowance purposes.

7.2 When, in the absence of the principal, the vice-principal acts in his/her place for a period of 10 or more consecutive operational 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 11 day until the return of the regular principal.

7.2.1 In the absence of the principal from the 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 Member Employer to be acting principal and shall be paid 50 per cent of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for more than three consecutive operational days and such allowances shall be payable from day one. Upon the principal being absent for the period of 11 or more consecutive operational days, the teacher shall be paid 100 per cent of the principal allowance from and including the 11 day until the return of the regular principal. 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.

7.2.2 Vice-Principals - an amount equal to 1/2 of the principal's allowance.

7.3 Additional Allowances

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

7.3.1 Coordinator: Effective September 1, 2007, \$7,745

7.3.2 Department heads designated by the Member Employer shall be paid 13.4 per cent of the allowance paid for the principal of the high school at which they are employed.

7.4 A teacher occupying an administrative position on the date of signing of this agreement shall continue to retain that administrative designation for the term of this agreement or until he/she vacates the position in the school or is otherwise unable to fulfill the responsibilities of the position or until the criteria no longer exists to warrant the position as per

sections 7.3 and 7.6.

7.5 The Member Employer may create or fill administrative positions other than those specifically enumerated in clause 7.3 hereof, provided that additional allowances are negotiated with the ATA Local No 18 economic policy committee's negotiating subcommittee before advertising and filling such position. If after 10 days from the time notice is given in writing to the committee no agreement is reached, the Member 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 and shall be retroactive to the date the notice was served to the Member Employer.

7.6 Designation of a Vice-Principal - In a school where there are nine or more teachers including the principal, the Member 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 Member Employer and the principal of the school concerned.

7.7 Service During a Holiday Period - A teacher shall be paid 1/200 of the teacher's regular annual salary, to a maximum of two days, for service rendered during a holiday period in compliance with any request from the superintendent. The annual salary used for computation shall be that in effect at September 1 of the year the service is rendered.

7.8 Any teacher replacing or acting in the role of vice-principal or department head shall be paid in accordance with the following:

- (a) more than three consecutive operational days but fewer than 11 consecutive operational days - 50 per cent of the appropriate allowance retroactive to the first day,
- (b) 11 or more consecutive operational days - 50 per cent of the appropriate allowance as per (a) above for the first 10 days and 100 per cent of the appropriate allowance effective the 11 day.

8. Teacher Education

8.1 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.

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

8.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Member Employer, shall supply satisfactory evidence of teacher education to the Member 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 a copy of the application for evaluation of teacher education to the Member Employer within 45 calendar days of commencement of employment or adjustment dates.

8.4 Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications.

9. Experience Increments

9.1 Increments shall become effective on September 1 or February 1, following each year of additional service with the Member Employer. A teacher shall not be eligible for more than one increment per school year.

9.1.1 The Member Employer reserves the right to withhold increments from any teacher including when the service record in the preceding year is less than 125 days.

9.2 Teaching service with other Employers shall be treated as if it has been teaching service under this contract. (Note - this article shall apply only to teachers hired after the date of signing of this agreement.)

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

9.3 By August 31 of each school year, each part-time teacher shall be issued a statement of the number of equivalent full-time teaching days taught during the previous school year upon written request by May 31.

9.3.1 A part-time teacher must accumulate 125 FTE days within four consecutive years to qualify for an increment. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1.

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

9.5 Proof of previous experience or proof of having applied for same must be submitted to the Member Employer within 45 calendar days of commencement of employment, the first day of school of each school year or February 1, whichever is applicable.

9.5.1 If such evidence is submitted within the 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 1, whichever is applicable.

9.5.2 If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience or at the minimum of their category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.

10. Substitute Teachers

10.1 Teachers engaged as substitutes shall hold a valid Alberta teaching certificate.

The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

Substitute teachers shall be paid, effective September 1, 2007, \$174.07 for each full day of work and 60 per cent of the full day rate for each half day of work provided no substitute teacher earns more than 100 per cent for any day of substitute teaching at the same school on the same day. This rate is inclusive of vacation pay.

10.2 When a substitute teacher has taught for more than three days consecutively in one position, the teacher shall be placed on the salary grid in accordance with their years of training and experience, such placement to be effective from the fourth day of service in that position.

10.3 Substitute teachers shall be paid on the same date as all other teachers provided they fulfill their responsibilities in completing their required payroll information by the established cut-off date.

10.4 Any teacher other than a substitute, who teaches in a school which has a longer day and a shorter school year is to be paid an appropriate rate. Deductions from annual salary shall be made on the same basis.

10.5 Teachers shall accumulate experience increments for substitute teaching with the Member Employer at the following rate: one year of experience for every 125 FTE days of substitute teaching earned within a three year period. For the implementation of this clause, teachers who wish to claim experience for previous years shall be required to provide proof of service to the Member Employer.

10.6 When a substitute teacher has accepted employment, such employment shall not be cancelled without 12 hours notice. Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled with 12 hours notice.

11. Sick Leave

11.1 Annual sick leave with pay and the Member Employer's contribution to benefit premiums will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability, in accordance with the following schedule:

11.1.1 In the first year of service with the Member Employer, in accordance with the provisions of the *School Act*, provided any salary adjustments required are made on the final pay cheque for that year of service. After one year of service, 90 calendar days.

11.2 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (article 5), upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

11.2.1 Less than one year of service – the remaining entitlement in accordance with the *School Act*.

11.2.2 After one year of service – 90 calendar days.

11.3 When a teacher leaves the employ of the Member Employer, all accumulated sick leave shall be cancelled.

11.4 Before any payment is made under the foregoing regulations, the teacher shall provide:

11.4.1 A declaration, if required by the Member Employer, where the absence is for a period of three days or less.

11.4.2 A certificate, if required by the Member Employer, signed by a qualified medical or dental practitioner where the absence is for a period of over three days.

11.5 After 90 calendar days of continuous disability the sick leave provisions (article 11) shall be suspended and the benefits of the ASEBP extended disability benefit shall apply. The Member Employer shall continue to pay its share of the teacher's benefit premiums.

12. Sabbatical Leave

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

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

12.1.2 Travel or experience which has been approved by the Member Employer.

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

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

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

12.5 All applications for sabbatical leave shall be submitted to the Member Employer by March 1 preceding the school year in which sabbatical leave is to commence and the Member Employer shall notify applicants of acceptance or rejection by April 16.

12.6 The Member 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 current salary and the Member Employer's contribution to benefits premiums. 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 Member Employer may grant a sabbatical leave for a period of less than one year. 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 they enjoyed before the leave was taken.

12.10 The Member Employer, in total shall receive applications for sabbatical leave and make decisions concerning them, but it shall receive recommendations from a committee consisting of one member of the Local Alberta Teachers' Association and the superintendent.

13. Maternity, Adoption, Parenting Leave

13.1 Maternity Leave

13.1.1 Maternity leave shall be without pay but with the Member Employer's share of benefit premiums for a maximum period of 15 weeks.

13.1.2 Article 11.4 shall apply to a teacher on maternity leave.

13.1.3 (a) The Member Employer shall implement a registered supplementary unemployment benefits plan which shall provide teachers on maternity leave with 100 per cent of gross salary during 15 weeks of leave. This SUB plan shall be appended to this collective agreement. The Member Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 5.2.

(b) If the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for extended disability benefits.

(c) If the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose prior to commencement of such absence either the SUB plan as provided for in 13.1.3 (a) or sick leave as provided for in article 11 and such choice shall be irrevocable.

13.1.4 Each teacher shall endeavor to notify the Member Employer of her leave requirements three months in advance, however, she shall give the Member Employer at least six weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

13.1.5 Prior to the leave commencing, each teacher shall endeavor to provide the Member Employer with the date she plans on returning to work, however, she shall give the Member Employer at least four weeks notice of the day on which she intends to return to work. Such notice shall be in writing.

13.2 Adoption Leave

13.2.1 Teachers are entitled to adoption leave without pay and without the Member Employer's share of benefit premium contributions for a maximum of 37 weeks within 52 weeks after the child is placed with the adoptive parent.

13.2.2 Prior to the leave commencing, each teacher shall endeavor to notify the Member Employer with leave requirements as early as possible. Each teacher shall notify the Member Employer of the date the teacher plans on returning to work as early as possible, however, the teacher shall give the Member Employer at least four weeks notice of the day on which they intend to return to work. Such notice shall be in writing.

13.3 Parenting Leave

13.3.1 Teachers shall be entitled to a parenting leave without pay or benefits for up to 37 weeks. Such leave will be completed within 52 weeks of the child's birth or adoption.

13.3.2 Application for such leave must be made no later than six weeks prior to the commencement of parenting leave.

13.4 Teachers returning from maternity, adoption or parenting leave shall be returned to the position held at the commencement of the leave. Nothing in this clause precludes any change by mutual consent.

13.5 The phrase "returned to the position held at the commencement of the leave" in clause 13.4 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.

14. Other Leaves of Absence

14.1 A teacher is entitled to temporary leave of absence with pay and the Member Employer's contribution to benefit premiums and such leave is deemed to be an authorized leave of absence approved by the Member Employer pursuant to section 111(1)(d)(i) of the *School Act*, 2000, where such teacher is absent:

14.1.1 For not more than five teaching days for each occurrence because of the critical illness or death of spouse, including common law, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher's household and up to one teaching day to attend the funeral of aunts and of uncles of the teacher or spouse or nieces or nephews of the teacher or spouse.

14.1.2 One day or required portion thereof; subject to approval of the superintendent or designate, may be allowed in the event of the death of another relative, other than those set out in 14.1.1 or fellow employee or close friend.

14.1.3 Because, despite reasonable effort, the teacher is unable to travel to his/her school from the teacher's usual place of residence because of:

- (a) inclement weather,
- (b) impassable road conditions.

14.1.4 For the period of one day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter or spouse is graduating.

14.1.5 Leave of absence of up to three days per school year may be used by a teacher to attend to private business provided that:

(a) normally, such leave shall not be used for vacation or holiday activities and shall not interfere with the beginning or closing of a school year or semester. However, in extenuating circumstances the prior written approval must be obtained from the superintendent or superintendent's office.

(b) written approval has been granted by the principal prior to such leave being utilized and in the case of principals and central office staff, written approval has been granted by the superintendent prior to such leave being utilized.

(c) costs of the substitute shall be borne by the teacher for the second and subsequent days.

(d) personal leave may be used for the care of dependent family members who are ill and prior written approval by the principal shall not be required.

(e) A teacher may carry forward up to two unused personal leave days to the next school year. Cost of the substitute shall be borne by the teacher for such days carried forward.

14.1.5.1 One day per annum of the aforementioned three personal leave days may be used by a teacher to attend his spouse during maternity confinement with no deduction made for the cost of the substitute.

14.1.5.2 One day per annum may be used by a teacher with full pay and benefits to take custody of an adopted child with no deduction for the cost of the substitute.

14.2 Leave of absence for salary negotiations shall be granted to a maximum of five teachers without loss of salary or the Member Employer's share of benefit premiums provided, however, that the Member Employer shall be reimbursed by the Alberta Teachers' Association for the cost of a substitute, where one is employed, for each day of such leave.

14.3 Additional leaves of absence may be granted by the Member Employer with or without pay and the Member Employer contributions to benefit premiums at the discretion of the Member Employer.

14.4 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Member Employer will continue to pay the teacher's full salary and the Member Employer's share of benefit premiums provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Member Employer.

14.5 Association Business

It is recognized that from time to time the Alberta Teachers' Association may request that certain of its members be granted release from duties to serve on Association committees or other bodies or to act as its representative. When such release time is granted, the Association will be billed at the daily or where appropriate, the half daily rate for substitute teachers under article 10.1 of this agreement.

15. Grievance Procedures

15.1 Any difference between any employee covered by this agreement and the Member Employer or in a proper case between the Alberta Teachers' Association and the SBEBA 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 Where any references in clauses 15.1 to 15.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Member Employer declared holidays.

15.1.2 Step "A" - Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary of the Member Employer and to the chair of the economic policy committee of the Alberta Teachers' Association as the case may be. 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 their local representative within 10 days of receiving notice of the grievance.

15.1.3 Step "B" - In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with Step "A", then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing by the grievor specifically and at the same time to the following: the chairman of the teacher's grievance committee, the chairman of the Member Employer grievance committee and the secretary-treasurer of the Member Employer.

Such grievance committee shall be composed of two representatives of the Member Employer and two representatives of the local Alberta Teachers' Association. The chairman of the responding party shall contact the chairman of the grieving party to set an appropriate date, place and time to meet in order to attempt to resolve the dispute. The grievance committee shall render its decision in respect of the grievance within 21 days following the receipt of the submission. If the grievance committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.

15.1.4 Step "C" - In the event the grievance committee does not meet within 21 days following the receipt of the submission or in the event the said committee does not reach a unanimous decision within the said time, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21 day time limit expires or if the grievance committee fails to render a unanimous decision.

15.2 In a proper case, the Association may submit a grievance to the SBEBA or the SBEBA may submit a grievance to the Association. The grievance respondent shall have 15 days to reply in writing to the grieving party as to their decision. Should the matter not be settled, the grieving party has 15 days to request a meeting with the respondent in an attempt to settle the matter. Following this meeting the respondent shall respond in writing within 10 days with their decision. Should the matter still not be resolved the grieving party may inform the respondent in writing within 10 days of receiving the respondent's decision of their intent to refer the matter to an arbitration board.

15.3 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 chairman.

15.4 If the two members fail to select a chairman within five days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services to select a chairman.

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

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

15.7 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the Member Employer and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration board shall be the findings and decisions of the arbitration board and shall be binding on the parties.

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

15.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. 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.

16. Transfers

16.1 The Member Employer will establish a procedure by which teachers may request a transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

16.2 When the Member Employer requests a teacher to transfer to another school, the Member Employer shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.

16.2.1 When a teacher is transferred subsequent to the start of a school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time shall be determined by consensus among the two principals and the teacher, subject to the approval of the superintendent. If a consensus is not reached, the superintendent shall determine the amount of time. In no case shall it be less than 1/2 day.

16.3 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.

16.4 Any teacher who becomes an employee of the Member 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. General

17.1 All previous agreements, schedules and regulations concerning rate of salary and conditions of employment between or affecting both parties are hereby cancelled at the signing of this agreement. Until this agreement is signed, the existing collective agreement remains in effect.

17.2 Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary as follows:

- (a) not later than the 27th of each month;
- (b) not later than two clear banking days prior to the Christmas vacation.

17.2.1 At the written request of the teacher by January 1, the Member Employer shall pay on the last teaching day of June an advance in respect of July and/or August salary in an amount not exceeding the estimated net salary for such month or months. No more than 50 teachers may access this provision per school year. Applications will be accepted in the order they are received.

17.3 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 article 7 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.

17.4 The Member Employer shall submit, in writing, proposed Member Employer regulations pertaining to teachers to the ATA Local No 18 and the teacher chairperson of the teacher Member Employer advisory committee (TMEAC).

It shall be the responsibility of the ATA Local No 18 to provide the Member Employer with the names of the local executive, school representatives and the TMEAC chairperson.

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

17.5 All teachers employed by the Member Employer shall be members of the Alberta Teachers' Association.

17.5.1 Every teacher employed by the Member Employer shall pay the fees set by the bylaws of the ATA, the Member Employer shall deduct these fees from the salary of every teacher it employs, other than as a superintendent and shall pay the membership fees and furnish a list of teachers in its employ each month to the Association.

17.6 This agreement shall enure to the benefit of and be binding upon the parties and their successors for the period of the contract.

17.7 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 Member Employer personnel.

17.8 The Member Employer shall operate a deferred salary leave plan.

17.9 The Member Employer shall effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment against liability in respect of any claim for damages or personal injury.

17.10 If a teacher receives sick leave benefits from the Member Employer because the teacher has been injured through the fault of a third party, the Member Employer has subrogation rights. This means that the teacher may make a claim to recover the amount of these benefits from the other party. Where a teacher chooses not to pursue a claim against the third party, the Member Employer may pursue a claim against the third party for recovery of those sick leave benefits paid to the teacher.

18. Noon Hour Supervision

18.1 The principal of a school shall, after consultation with his staff, organize the staff and any other persons designated by the Member Employer in such a manner as to provide proper supervision during the noon intermission.

18.2 Any arrangements so made by agreement among the majority of the staff shall be binding upon the entire staff and shall be a condition of employment.

18.3 Any arrangements so made and in compliance with this clause, shall be subject to the approval of the superintendent.

18.4 Where possible, any teacher required to be on duty, in compliance with this clause, shall be entitled to 30 minutes time during the school day free of the school and free of school duties.

19. Year Round Education

19.1 Teachers employed by the Member Employer who transfer to a school with a year round calendar, instead of being provided with two months of salary in August of the year of the transfer, shall be paid an additional month of salary at the conclusion of their service with the Member Employer. A teacher affected by this clause who then transfers back to a traditional school year shall receive the additional month in the same manner.

19.2 Teachers who are hired by the Member Employer in a school with a year round calendar shall be paid their monthly salary as per clause 17.2 from August to July of each school year. If a teacher hired in a school with a year round calendar transfers to a school with a traditional school year, they shall continue to be paid from August to July and are not eligible for any compensation under clause 19.1

19.3 The salary pursuant to clause 19.1 shall be at the rate of pay in effect at the time payment under clause 19.1 is carried out.

19.4 The payment due under this clause shall be secured by way of a written addendum to the individual teachers' current employment contract.

SUB PLAN

WETASKIWIN REGIONAL PUBLIC SCHOOLS (hereinafter called "the Member Employer")

Revenue Canada Taxation Number - 13975 6357 RP001

Number of employees covered - 290

1. The Member Employer intends to cover all employee groups under the SUB plan.
2. The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by maternity.
3. (a) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.
(b) SUB is payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is the claimant:
 - i) is serving the two week EI waiting period,
 - ii) has insufficient weeks of insurable employment to qualify for EI or
 - iii) has exhausted her entitlement to EI.
4. The benefit level paid under this plan is set at 100 per cent of the employee's regular weekly earnings. The combined weekly rate of the EI benefit and SUB payments will not exceed 100 per cent of the employees' normal weekly earnings.
5. This SUB benefit will be paid for 15 weeks.
6. (a) The plan is financed by the Member Employer's general revenues.
(b) SUB payments will be kept separate from payroll records.
7. The duration of the plan is from the time it is received by Employment Immigration Canada until such time as it is amended or altered by negotiations of the collective agreement.
8. The Member Employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change.
9. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.

10. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

LETTER OF UNDERSTANDING FOR RETIRED TEACHERS

When the Member Employer employs a retired teacher who is in receipt of an ATRF pension, the Member Employer agrees to reimburse the teacher for demonstrated costs of benefits consistent with those provided in Article 5.2.

Addendum

The following has been agreed upon as an addendum to the 2007-2012 collective agreement between The School Boards Employer Bargaining Authority ("the SBEBA") an employers' organization acting on behalf of The Wetaskiwin Regional Division No 11 (hereinafter called "the Member 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 current agreement provides for increases during the term of the agreement, the following provisions are intended to reflect the specific amendments to the agreement. All other provisions of the current collective agreement shall continue to apply and these revised rates shall be administered in accordance with the balance of the agreement.

Effective September 1, 2008, the parties agree the following amendments shall apply:

4. Salary Schedule

4.3 Amend the salary scale as follows:

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>
-	32,899	37,054	41,229	50,590	53,620	56,736
1	34,980	38,857	43,289	53,532	56,559	59,675
2	37,060	40,658	45,350	56,472	59,500	62,616
3	39,141	42,459	47,412	59,413	62,440	65,557
4	41,221	44,262	49,469	62,353	65,380	68,497
5	43,304	46,064	51,531	65,441	68,469	71,587
6/7	45,385	47,865	53,591	68,532	71,560	74,676
8	47,466	49,667	55,654	71,621	74,648	77,765
9		51,470	57,713	74,710	77,738	80,854
10		53,272	59,773	77,799	80,828	83,944
11				80,889	83,916	87,032

7. Administrative Allowances

7.1.1 Principals

Amend the minimum allowance any principal shall receive to \$14,530.

Amend the allowance provided to principals responsible for storefront schools to \$538 per annum.

Amend the allowance provided to the sole teacher in the Hutterite school to \$323 per annum. Amend the allowance provided to the principal responsible for the Hutterite school to \$538 per annum.

7.3 Additional Allowances

7.3.1 Amend the coordinator allowance to \$8,096.

10. Substitute Teachers

10.1 Amend the substitute teacher rate of pay to \$181.96 inclusive of vacation pay.