

Clearview School Division No 71

Collective agreement between the Clearview School Division No 71 (hereinafter referred to as “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 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 Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of Alberta Learning, herein collectively called the teachers, or where the context requires, teacher, except those designated as:

- (a) superintendent
- (b) deputy or assistant superintendents.

2. Scope

2.1 The Board 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 Board are governed by the provisions of this agreement and any statutory provisions relating thereto.

3. Term of Agreement

3.1 This agreement shall take effect on September 1, 2004 and shall terminate on August 31, 2007. 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. Such notice shall contain a list of all changes sought. At the first meeting between the parties following such notice, the party receiving such notice shall give a list of all the changes it seeks. 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.

4. Salary Schedule

4.1 The Board 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 Board.

4.3 The following salary schedules shall be effective as indicated.

Effective September 1, 2004

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			35,029	42,979	45,549	48,199
1			36,779	45,476	48,046	50,699

2/3			38,527	47,974	50,548	53,196
4			40,280	50,474	53,042	55,694
5			42,030	52,969	55,538	58,190
6			43,784	55,594	58,168	60,815
7			45,534	58,217	60,788	63,441
8			47,286	60,842	63,412	66,063
9			49,033	63,465	66,036	68,688
10			50,786	66,090	68,659	71,311
11				68,711	71,284	73,937

Effective March 1, 2005

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			35,905	44,053	46,688	49,404
1			37,698	46,613	49,247	51,966
2/3			39,490	49,173	51,812	54,526
4			41,287	51,736	54,368	57,086
5			43,081	54,293	56,926	59,645
6			44,879	56,984	59,622	62,335
7			46,672	59,672	62,308	65,027
8			48,468	62,363	64,997	67,715
9			50,259	65,052	67,687	70,405
10			52,056	67,742	70,375	73,094
11				70,429	73,066	75,785

Effective September 1, 2005

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			36,623	44,935	47,621	50,392
1			38,452	47,545	50,232	53,006
2			40,280	50,157	52,848	55,616
3/4			42,113	52,771	55,455	58,228
5			43,942	55,379	58,065	60,838
6			45,776	58,124	60,815	63,582
7			47,606	60,866	63,554	66,328
8			49,438	63,610	66,297	69,069
9			51,264	66,353	69,041	71,813
10			53,097	69,097	71,783	74,556
11				71,837	74,527	77,301

Effective March 1, 2006

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			36,806	45,159	47,860	50,644
1			38,645	47,783	50,483	53,271
2			40,481	50,408	53,112	55,895
3/4			42,323	53,034	55,733	58,519
5			44,162	55,656	58,355	61,142
6			46,005	58,414	61,119	63,900
7			47,844	61,170	63,872	66,659
8			49,685	63,928	66,629	69,414
9			51,520	66,684	69,386	72,172
10			53,362	69,443	72,142	74,928
11				72,197	74,900	77,688

Effective September 1, 2006

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			37,726	46,288	49,056	51,910
1			39,611	48,977	51,745	54,603
2			41,493	51,668	54,440	57,292
3			43,381	54,360	57,126	59,982
4/5			45,266	57,047	59,814	62,670
6			47,155	59,874	62,647	65,497
7			49,040	62,699	65,468	68,326
8			50,927	65,527	68,294	71,150
9			52,808	68,352	71,120	73,977
10			54,696	71,179	73,945	76,802
11				74,001	76,773	79,630

4.4 Nothing in this agreement shall reduce the basic salary of a teacher below the basic salary payable to a teacher 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 In addition to the foregoing salary, there shall be paid administrative allowances in accordance with the following schedule:

5.1.1 Principal's Allowances:

	Effective Sept 1, 2004	Effective Mar 1, 2005	Effective Sept 1, 2005	Effective Mar 1, 2006	Effective Sept 1, 2006
(a) Minimum allowance for the first 100 students	\$9,793.00	\$10,300.00	\$10,600.00	\$10,600.00	\$10,900.00
(b) Per student allowance for 101 to 150 students	\$60.83	\$62.35	\$63.60	\$63.92	\$65.51
(c) Per student allowance for 151 to 300 students	\$22.12	\$22.67	\$23.13	\$23.24	\$23.82
(d) Per student allowance thereafter	\$17.69	\$18.13	\$18.49	\$18.59	\$19.05

5.1.2 Vice-Principal Allowances

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

5.2 Acting Principal

5.2.1 When, in the absence of the principal, the vice-principal acts in the principal's place for a period of five 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 sixth day until the return of the regular principal.

5.2.2 In the absence of the principal from a school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Board 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 school days and such allowances shall be payable from day one. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

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

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

	Effective Sept 1, 2004	Effective Mar 1, 2005	Effective Sept 1, 2005	Effective Mar 1, 2006	Effective Sept 1, 2006
5.4.1 Coordinators	\$7,873	\$8,070	\$8,231	\$8,272	\$8,479
5.4.2 Department heads	\$2,899	\$2,971	\$3,031	\$3,046	\$3,122
5.4.3 Teachers of Hutterite colony schools	\$4,130	\$4,340	\$4,500	\$4,500	\$4,660
5.4.4 Coordinator with certified psychologist status	\$10,747	\$11,016	\$11,236	\$11,292	\$11,574
5.4.5 Teachers of outreach schools	\$4,130	\$4,340	\$4,500	\$4,500	\$4,660

5.5 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 the teacher vacates the position in the school or is otherwise unable to fulfill the responsibilities of the position.

5.6 The Board may create or fill administrative positions other than those specifically enumerated in clause 5.4 hereof, provided that additional allowances are negotiated with the Local economic policy committee's negotiating subcommittee before advertising and filling such positions. If after 10 days from the time notice is given to the committee no agreement is reached, the Board 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.

5.7 Designation of a Vice-Principal—In a school where there are nine or more teachers including the principal, the Board 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 Board 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 Board, shall supply satisfactory evidence of teacher education to the Board 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 Board 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 the teacher's teaching certificate.

7. Experience Increments

7.1 A year of teaching experience shall be earned by teachers providing service for at least the equivalent of 125 school days with the Board. Teaching experience earned by part-time teachers shall be accumulated within four consecutive years. 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.

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

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 1.

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

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

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

7.5.1 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.

7.5.2 If such evidence is not submitted within the aforementioned 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 the 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 increment per year regardless of circumstances.

8. Vocational Teachers

8.1 A vocational teacher is any teacher who has an Alberta journeyman certificate or its equivalent and a valid Alberta teaching certificate.

8.2 In the case of vocational teachers, the Board shall have the right to determine the initial incremental placement on the salary grid.

8.3 Once placed on a salary schedule, vocational teachers shall, in the same manner as other teachers, move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.

9. Substitute Teachers

9.1 Substitute teachers shall be paid, including vacation pay, the rate of:

	Effective Sept 1, 2004	Effective Mar 1, 2005	Effective Sept 1, 2005	Effective Mar 1, 2006	Effective Sept 1, 2006
Full Day	\$145.39	\$149.02	\$152.01	\$152.77	\$156.58
Half Day	\$72.70	\$74.51	\$76.00	\$76.38	\$78.29

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

9.3 When a substitute teacher is required for a period in excess of five consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless unwilling to continue the assignment.

9.4 Substitute teachers shall be paid not later than the 15 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. Sick Leave

10.1 In the first year of service with the Board, a teacher shall be entitled to sick leave as follows:
(a) An accumulation of the maximum statutory sick leave of 20 days accumulated at two days per

month.

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

10.2 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.

10.3 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, be entitled to an additional sick leave benefit of 90 calendar days. When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the employer to provide medical evidence, stating that the teacher is fit to perform his or her duties on a full-time continuous basis prior to return to work.

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

10.4.2 Where a teacher returns to work following a period of disability during which extended disability benefits are paid and within six months of returning to work the teacher ceases working because of the same disabling conditions or within one month of returning to work the teacher ceases working because of a different disabling condition, the provisions of the ASEBP extended disability benefits shall apply and not the provisions of the sick leave article.

10.5 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 medical certificates.

10.6 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.

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

10.8 When a teacher leaves the employ of the Board, all accumulated sick leave shall be cancelled.

11. Sabbatical Leave

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

11.1.1 Study approved by the Board for improving the teacher's academic or professional education;

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

11.2 To be eligible for sabbatical leave under clause 11.1.1 or 11.1.2, the teacher shall have served the Board for five years.

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

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

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

11.6 The Board 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.

11.7 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 installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.

11.8 The Board 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 11.7 calculated in the ratio that the period of approved leave bears to one year.

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

12. Maternity Leave

12.1 Maternity leave shall be for a period of up to 18 weeks.

12.1.1 The health related portion of each teacher's maternity leave shall be as determined by medical documentation as required by the Board.

12.1.2 The Board agrees to implement a 95 percent supplementary unemployment benefits plan which each teacher shall access for pay during the health related portion of her maternity leave.

12.1.3 The Board shall pay its portion of each teacher's benefit plan premiums during the health related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and Board contribution to benefit premiums. The Board agrees to supplement EI benefits for a maximum of 13 weeks or for the period equivalent to sick leave entitlement, whichever is less. The Board shall advise each teacher to apply for ASEBP extended disability benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability no further salary, benefit contributions or supplementation of EI benefits shall be payable by the Board.

12.1.4 Each teacher shall endeavor to notify the Board of her leave requirements three months in advance, however, she shall give the Board at least two weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing. Maternity leave shall commence no later than the date of birth of the child.

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

12.1.6 Each teacher returning from maternity leave may be required to produce a medical statement before returning to work.

12.1.7 A teacher shall be required to submit medical certificates in order to have EI benefits supplemented.

12.1.8 Teachers returning from maternity leave shall be returned to the position 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.

Parental Leave

12.2 In the case of adoption the teacher shall inform the superintendent of application for adoption and notify the superintendent as soon as notice of adoption becomes available.

12.2.1 Teachers shall be eligible for parental/adoption leave for a period of up to 12 months and such leave shall be without pay and Board contributions to benefit premiums.

12.2.2 Where parental/adoption leave is taken in conjunction with maternity leave, the combined total leave shall not exceed 12 months.

12.2.3 The date of commencement of the leave under this section shall be determined, three months in advance, between the teacher and the superintendent. However, the teacher shall give the Board at least two weeks written notice of the day on which the parental leave is to commence.

12.2.4 Return from parental/adoption leave shall occur with a minimum of four weeks notice or at such other time as mutually agreed by the teacher and the superintendent.

12.2.5 Teachers returning from parental/adoption leave shall be returned to the position held at the

commencement of the leave or one of a comparable nature. This does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reductions or program changes become necessary in a particular school.

12.2.6 Parental/adoption leave shall not be considered teaching experience for the purpose of granting a salary increment.

13. Other Leaves of Absence

13.1 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 Board pursuant to section 111(1)(d)(i) of the *School Act*, RSA 2000, Chapter S-3, where such teacher is absent:

13.2 For not more than five teaching days for each occurrence because of the critical illness or death of spouse, 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.

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

- (a) inclement weather,
- (b) impassable road conditions, or
- (c) the failure of transportation facilities other than the teacher's own.

13.3.1 Notwithstanding 13.3, a teacher will be entitled to the benefit of clause 13.3 only if the teacher's usual place of residence is within the jurisdiction of the Board in which the teacher's school is located or if the teacher lives outside the jurisdiction of the Board to a maximum of 30 miles from the school in which the teacher teaches.

13.3.2 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.

13.4 Personal leave of up to three days per school year may be used by a teacher provided that:

- (a) such leave shall not be used for vacation or holiday activities except in extenuating circumstances where prior written approval has been obtained from the superintendent or designate;
- (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; and
- (c) the first day shall be at no cost to the teacher and the remaining two days of personal leave the cost of a substitute teacher shall be borne by the teacher whether or not one is used.

13.4.1 One day of personal leave may be used by the teacher to attend the birth of his child or to take custody of his/her adopted child. Such leave shall not be deducted from the allocation in 13.4 and shall be at full salary with no deduction made for the cost of a substitute.

13.5 Leave of absence for salary negotiations shall be granted to a maximum of three teachers without loss of salary, provided, however, that the Board shall be reimbursed by the Alberta Teachers' Association for the cost of a substitute for each day of such leave.

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

13.7 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Board will continue to pay the teacher 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 Board.

13.8 Association Business—The Board shall grant leave of absence with full pay for teachers who are absent to attend to professional business at the Local level approved by the Alberta Teachers' Association provided that the Board is reimbursed for the cost of a substitute for each day of absence. Leave shall not exceed three days per year provided that there is adequate coverage within the school or substitute teachers available.

14. Grievance Procedure

14.1 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.

14.1.1 Step "A"—Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary of the Board and to the secretary of the Local 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 representative of the grievor within 10 days of receiving notice of the grievance.

14.1.2 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 teachers' grievance committee, the chairman of the Board's grievance committee and the secretary-treasurer of the Board.

Such grievance committee shall be composed of two representatives of the Clearview School Division No 71 and two representatives of the 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 majority decision as to the disposition of the grievance, that decision shall be final and binding.

14.1.3 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 majority 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 majority decision.

14.2 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 chairman.

14.3 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.

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

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

14.6 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the school board 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.

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

14.8 Where any references in clauses 14.1 to 14.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Board declared holidays.

14.9 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.

15. Transfers

15.1 Notwithstanding section 104 of the *School Act*, RSA 2000, Chapter S.3, no teacher who has

been designated a principal or vice-principal shall be transferred to another school without the teacher's consent.

15.2 The Board requesting a teacher to transfer to another school shall move the teacher or shall pay the teacher's reasonable moving expenses necessarily incurred by the teacher due to such transfer.

15.3 Any teacher who becomes an employee of the Board pursuant to the provisions of sections 241 and 242 of the *School Act*, RSA 2000, Chapter S.3, and who had been designated a principal or vice-principal by the teacher's former employer retains such designation pursuant to the *School Act*.

16. General

16.1 Except for substitute teachers, each teacher shall be paid 1/12 of his/her annual rate of salary on the 27 day of each month. In the event that the 27 day falls on a non-banking day then payment shall be made on the last banking day preceding the 27. In the month of December, payment shall be made not later than two clear banking days prior to the Christmas vacation.

16.2 Effective September 1, 2000, salary payments to all teachers and substitute teachers shall be processed by electronic direct deposit to the bank account specified by the teacher.

16.3 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 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.

17. Group Insurance

17.1 When enrolment and other requirements for group participation in various plans have been met, the Board 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 Board shall contribute toward the costs of the various premiums as follows:

- (a) ASEBP Extended Disability Benefits, Plan D, Life Insurance, Schedule 2 – 90 per cent of each teacher's monthly premium.
- (b) ASEBP Extended Health Care Plan 1 – 90 per cent of each teacher's monthly premium.
- (c) ASEBP Dental Care Plan 3 – 90 per cent of each teacher's monthly premium.
- (d) Alberta Health Care – 90 per cent of each teacher's monthly premium.
- (e) ASEBP Vision Care 250/Hearing 500 Plan 3 – 90 per cent of each teacher's monthly premium.

17.3 Subject to the provisions of the master policies, all teachers appointed to the staff of the Board after the signing of this collective agreement shall be required to enrol 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, vision care/hearing 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 Board 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.

18. Conditions for Professional Service

18.1 The Board shall submit, in writing, proposed Board policies pertaining to teachers to a committee comprised of three Board representatives and three Local teacher representatives. It shall be the responsibility of the ATA to provide the names of the representatives to the superintendent.

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.

19.3 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.

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.

Letter of Understanding

Re Article 16.2

The parties hereto agree that clause 16.2 shall not apply to the following teachers who shall continue to receive their salary payments by cheque unless they indicate otherwise:

Rick Seutter
Harvey Bargholz

LETTER OF UNDERSTANDING

Re Article 17, Group Insurance

The parties agree that the Board's contribution to health plan benefits will be paid when a teacher is absent from work for short term absences of less than 30 calendar days, sick leave to a maximum of 90 calendar days and health related maternity leave to a maximum of 90 calendar days. For all other absences, the payment of the full cost of premium contributions will be the responsibility of the teacher.

LETTER OF UNDERSTANDING

The parties hereto agree that upon the signing of the Collective Bargaining agreement covering the period September 1, 2004 to August 31, 2007, the Board will pay a signing bonus equal to 2 per cent of gross pay for the period September 1, 2004 to February 28, 2005 to all staff covered by the Collective Bargaining Agreement except for substitute teachers. An additional signing bonus amount of \$253.50 for each principal, \$126.75 for each vice-principal and \$105.00 for each Colony school and Outreach school teacher shall be paid. Payment shall be processed on the first regular pay day following the signing of the new collective agreement.