

Grande Yellowhead Regional Division No 35

Collective agreement between the Grande Yellowhead Regional Division No 35 (hereinafter called "the Employer") of the first part and the Alberta Teachers' Association (hereinafter called "the Association") acting on behalf of the teachers employed by the Employer, of the second part.

Whereas, the Association is the duly certified bargaining agent for the teachers employed by the Employer, and

Whereas, such teachers' terms and conditions of employment and their salaries have been the subject of negotiations between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern these terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Article I – Term of Agreement

1.1 This collective agreement shall, except where otherwise specified, be binding on the parties and shall remain in effect from September 1, 2004 until August 31, 2007

1.2 Either party to this agreement may serve notice on the other party in writing not more than 180 days and not less than 60 days prior to the termination date that changes or amendments are desired.

1.3 Notwithstanding the termination of this agreement, if notice has been served pursuant to clause 1.2 above, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike or lockout commences, whichever comes first.

Article II – Scope

2.1 This collective agreement shall apply to teachers employed by the Employer except teachers designated as:

- (a) superintendent;
- (b) chief deputy superintendent;
- (c) assistant superintendent;
- (d) associate superintendent;
- (e) director.

Article III – Salary and Payment of Salary

3.1 The amount of university education and length of teaching experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Employer. The minimum salary, maximum salary and increments for each year of teaching experience are calculated as below:

Effective September 1, 2004 to February 28, 2005

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	38,304	44,429	46,867	49,323
1	38,304	46,987	49,441	51,929
2	40,134	49,547	52,008	54,535
3	40,134	49,547	52,008	54,535
4	41,967	52,105	54,577	57,141
5	43,800	54,662	57,146	59,751
6	45,635	57,217	59,714	62,358
7	47,472	59,775	62,286	64,965
8	49,302	62,329	64,855	67,571

9	51,137	64,890	67,423	70,177
10	52,969	67,448	69,998	72,783
11	52,969	70,004	72,565	75,393

Effective March 1, 2005 to August 31, 2005

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	38,534	44,696	47,148	49,619
1	38,534	47,269	49,738	52,241
2	40,375	49,844	52,320	54,862
3	40,375	49,844	52,320	54,862
4	42,219	52,418	54,904	57,484
5	44,063	54,990	57,489	60,110
6	45,909	57,560	60,072	62,732
7	47,757	60,134	62,660	65,355
8	49,598	62,703	65,244	67,976
9	51,444	65,279	67,828	70,598
10	53,287	67,853	70,418	73,220
11	53,287	70,424	73,000	75,845

Effective September 1, 2005 to February 28, 2006

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	39,305	45,590	48,091	50,611
1	39,305	48,214	50,733	53,286
2	41,183	50,841	53,366	55,959
3	43,063	53,466	56,002	58,634
4	43,063	53,466	56,002	58,634
5	44,944	56,090	58,639	61,312
6	46,827	58,711	61,273	63,987
7	48,712	61,337	63,913	66,662
8	50,590	63,957	66,549	69,336
9	52,473	66,585	69,185	72,010
10	54,353	69,210	71,826	74,684
11	54,353	71,832	74,460	77,362

Effective March 1, 2006 to August 31, 2006

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	39,619	45,955	48,476	51,016
1	39,619	48,600	51,139	53,712
2	41,512	51,248	53,793	56,407
3	43,408	53,894	56,450	59,103
4	43,408	53,894	56,450	59,103
5	45,304	56,539	59,108	61,802
6	47,202	59,181	61,763	64,499
7	49,102	61,828	64,424	67,195
8	50,995	64,469	67,081	69,891
9	52,893	67,118	69,738	72,586
10	54,788	69,764	72,401	75,281
11	54,788	72,407	75,056	77,981

Effective September 1, 2006 to February 28, 2007

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>

0	40,411	46,874	49,446	52,036
1	40,411	49,572	52,162	54,786
2	42,342	52,273	54,869	57,535
3	44,276	54,972	57,579	60,285
4	46,210	57,670	60,290	63,038
5	46,210	57,670	60,290	63,038
6	48,146	60,365	62,998	65,789
7	50,084	63,065	65,712	68,539
8	52,015	65,758	68,423	71,289
9	53,951	68,460	71,133	74,038
10	55,884	71,159	73,849	76,787
11	55,884	73,855	76,557	79,541

Effective March 1, 2007 to August 31, 2007

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	40,795	47,319	49,916	52,530
1	40,795	50,043	52,658	55,306
2	42,744	52,770	55,390	58,082
3	44,697	55,494	58,126	60,858
4	46,649	58,218	60,863	63,637
5	46,649	58,218	60,863	63,637
6	48,603	60,938	63,596	66,414
7	50,560	63,664	66,336	69,190
8	52,509	66,383	69,073	71,966
9	54,464	69,110	71,809	74,741
10	56,415	71,835	74,551	77,516
11	56,415	74,557	77,284	80,297

Effective August 31, 2007

Years of teaching experience	Years of University Education			
	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0	40,875	47,411	50,013	52,632
1	40,875	50,141	52,761	55,414
2	42,827	52,873	55,498	58,195
3	44,784	55,602	58,239	60,977
4	46,740	58,332	60,982	63,761
5	46,740	58,332	60,982	63,761
6	48,698	61,057	63,720	66,544
7	50,659	63,788	66,465	69,325
8	52,611	66,512	69,208	72,106
9	54,570	69,245	71,949	74,887
10	56,525	71,975	74,696	77,667
11	56,525	74,702	77,435	80,454

3.2 The Employer shall pay every teacher 1/12 part of their annual salary, at the rate in effect during the month, on or before the last day of each calendar month.

3.3 The Employer agrees to make available to a first-year teacher during their first month of employment a salary advance of up to \$1,500 provided the teacher agrees to repay the advance within four months of their date of hire, upon termination or at the end of June, whichever occurs first.

3.4 Nothing herein shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of this agreement.

3.5 It is agreed that Employment Insurance Commission rebates under the wage loss replacement plan are included in the salaries paid under this agreement.

Article IV – Teaching Experience

4.1 Teaching experience shall be recognized for increment purposes providing such service was gained while holding a valid teaching certificate. Such experience shall be calculated as though it had been gained with the Employer.

4.1.1 A year of teaching experience shall be earned by performing required duties with an Employer for at least 130 school days. When a year of teaching experience has been earned, the teacher shall not begin to earn additional teaching experience until the beginning of another school year. Substitute teaching shall not be considered as teaching experience.

4.1.2 On September 1 or on February 1 of each school year, a teacher who is eligible for an increment shall be placed on the next higher step on the grid.

4.2 It shall be the responsibility of the teacher to obtain and supply the Employer with proof of experience no later than 30 calendar days from the date of commencement of employment. Proof of years of experience may be by way of statutory declaration by the teacher before a Commissioner of Oaths. Until proof of teacher experience for salary entitlement is received, the teacher shall be paid at four years' training and zero years' experience. If proof of experience is provided within 30 calendar days, full pay is retroactive to the commencement of employment. But if the teacher fails to submit proof of teaching experience within the 30 calendar days, salary adjustment shall be effective at the beginning of the month during which proof is submitted.

4.3.1 A vocational teacher shall be designated as one who qualifies in one of the following categories:

- (a) any teacher accepted by the University of Alberta in Vocational Plan H,
- (b) any teacher accepted by the University of Alberta in Vocational Plan I,
- (c) any teacher who has an Alberta journeyman's certificate or its equivalent and a valid Alberta teaching certificate.

Vocational experience to be recognized in the above clause shall be that experience gained following the date a candidate attains journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.

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

4.3.2 The Employer shall pay above the salary determined by clause 3.1, a vocational allowance of one increment, in the applicable category, for each year of such experience up to five years and 1/2 that increment, in the applicable category, for each additional year of such experience. Experience must be applicable to the subjects taught with proof of experience supplied as in clause 4.2. Application of this clause is subject to clause 4.1.3.

4.3.3 The vocational allowance, together with the minimum, shall not exceed the maximum salary in the applicable category.

4.3.4 Teaching experience following appointment shall be recognized by regular increments until the maximum salary in the applicable category is reached.

4.3.5 Advancement from one salary category to another shall be made as for any teacher with the vocational allowance as in the former category.

4.4 Save as aforesaid, no teacher shall receive increments for experience gained while he/she was not holding a valid teacher's certificate.

Article V – Teacher Education

5.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by the memorandum of agreement among the Department of Education, the Alberta

Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

5.2 The adjustment dates for changes in salary based on teacher education shall be the first day of school in a school year and February 1. Proof of teacher education or evidence of having applied for same must be submitted to the Employer within 45 calendar days of the above mentioned adjustment dates or commencement of employment. Failure to submit proof or evidence of application shall result in salary adjustment commencing the month following receipt by the Employer. New teachers on staff will be paid at the level of the Alberta teaching certificate held until proof is supplied.

5.3 For the purpose of clause 5.2 written proof of application for a statement of qualifications issued by the Alberta Teacher Qualifications Service shall be written confirmation of such application as supplied to the applicant by the Alberta Teacher Qualifications Service.

Article VI – Administrators' Allowance

6.1 Administrators' allowances shall be added to the salary payable under clause 3.1.

6.2 Administrators' allowances shall be calculated as follows:

Principals' allowances shall be calculated according to the following schedule and shall be based on the student population in the school as at September 30 and, in the event that early childhood services programs commence after September 30, on the projected opening enrolment in those programs. Early childhood services students are counted as full-time students. If the actual early childhood services enrolment varies from the projected enrolment by more than 10 per cent, the administrator's allowance shall be adjusted accordingly for the entire term of this agreement.

A basic allowance of 7.4 per cent of the fourth year maximum of the salary grid, plus

An allowance of .07 per cent of the fourth year maximum of the salary grid for each of the first 50 students in the school, plus

An allowance of .045 per cent of the fourth year maximum of the salary grid for each of the next 100 students in the school, plus

An allowance of .042 per cent of the fourth year maximum of the salary grid for each additional student in the school.

6.3 Assistant principals' allowances shall be 50 per cent of the principal's allowance. Where there is more than one assistant principal in a school, the assistant principals shall share equally the allowance for one assistant principal.

6.4 An assistant principal shall be appointed in schools where the number of teachers is equal to or greater than eight.

6.5 Where a principal designate of a school is appointed, the principal designate shall be paid an administration allowance based on the projected opening student population of the school.

6.6 Designation of Acting Administrators

6.6.1 If a principal is absent from school for a period of one or more school days, the following shall apply:

(a) An allowance of 1/200 of the principal's allowance for each day of the principal's absence will be made available for disposition by the remaining members of the administrative team. The team shall decide the designation of acting principal and the allocation of said allowance.

(b) If, at the principal's absence, there are no other members of the administrative team, a teacher shall be designated acting principal, shall be granted the same amount of administrative release time as the principal and paid 1/200 per diem of the principal's allowance, effective the first day.

(c) Any of the above mentioned acting designations shall terminate upon the principal's return or at the date defined in the offer of designation.

Effective December 1, 2005, if a principal is absent from school for a period of more than three consecutive school days, the following shall apply:

(a) An assistant principal, where one is available will be designated to act in place of the principal and will, after three consecutive school days of such designation, receive 1/200 of the principal's allowance on the fourth and further consecutive school days of the same consecutive period for such acting designation.

(b) Where no assistant principal is available, a teacher will be designated to act in place of the principal and will, after three consecutive schools days of such designation, receive 1/200 of the principal's allowance on the fourth and further consecutive school days of the same consecutive period for such acting designation.

(c) Any of the above mentioned acting designations shall terminate upon the principal's return, or at the date defined in the offer of designation.

6.7 The following allowance applies to a teacher designated by the Employer to be a supervisor, coordinator or chartered psychologist:

- | | |
|---------------------------------|---------|
| (a) Effective September 1, 2005 | \$5,750 |
| (b) Effective September 1, 2006 | \$6,000 |

Article VII – Substitute Teachers

7.1 Certificated substitute teachers shall be paid a daily rate of:

- | | |
|---------------------------------|----------|
| (a) Effective September 1, 2004 | \$154.00 |
| (b) Effective March 1, 2005 | \$154.92 |
| (c) Effective September 1, 2005 | \$158.02 |
| (d) Effective March 1, 2006 | \$159.28 |
| (e) Effective September 1, 2006 | \$162.47 |
| (f) Effective March 1, 2007 | \$164.01 |
| (g) Effective August 31, 2007 | \$164.33 |

Within 60 days following ratification of this memorandum, substitute teachers who have moved without providing the Board with a forwarding address, may make written application to the Board requesting their retroactive pay be forwarded to their new address. All applications received or post-marked after 60 days will not be honored (January 23, 2006)/

7.1.1 The first five days of substitution service in the same teaching position will be compensated at the substitution rate and that commencing the sixth day in the same position, the rate shall increase to 1/200 of his/her grid position per day of substitute teaching. There shall be no retroactivity of substitute compensation to the beginning of the continuous teaching period.

The implementation of such compensation shall take effect the first day of the month following the ratification of this collective agreement.

It is agreed that the above rates shall be deemed to include holiday pay.

7.2 Substitute teachers providing service:

- (a) for a day will receive the daily rate;
- (b) only in the morning or only in the afternoon shall be paid at the daily rate multiplied by the per centage of instructional time offered to students during that part of the day. The minimum substitute teacher rate shall be 50 per cent of the daily rate. Where a substitute teacher works two assignments in any one day the total remuneration shall not exceed the daily rate for substitute teachers.

Article VIII – Group Insurance

8.1 The parties agree that a fringe benefit committee consisting of one representative of the Employer, one representative of the Alberta Teachers' Association and one representative of the Canadian Union of Public Employees be formed and empowered to make decisions regarding the carrier to be used for the various insurance and benefit plans made available pursuant to this agreement. A quorum of this committee shall consist of all members and all motions shall require 100 per cent unanimity to carry.

8.2 As a condition of employment, teachers shall be enrolled in a group life and accidental death and dismemberment insurance program. The Employer agrees to pay 100 per cent of the

premiums for this program.

8.3 As a condition of employment teachers shall be enrolled in an extended disability insurance program. The Employer shall be responsible for the premiums of this program up to a limit of 1.5 per cent (1.9 per cent effective March 1, 2006) of the insured salary. In the event that premium rates rise above 1.5 per cent (1.9 per cent effective March 1, 2006) of the insured salary, the teacher shall be responsible for that portion of the premium in excess of 1.5 per cent (1.9 per cent effective March 1, 2006) of the insured salary.

8.4 The Employer shall make available an extended health care insurance program. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.

8.5 The Employer shall make available a program of dental insurance. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.

8.6 The Employer shall enroll all eligible teachers in the group Alberta Health Care Insurance Program. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.

8.7 The Employer shall make available a vision and hearing aid care insurance program. The program will be or equivalent to, Plan 3 - Vision 250/Hearing 500 (Alberta School Employee Benefit Plan). The Employer agrees to pay that portion of the premium for this program, which corresponds to the full-time equivalency of the teacher.

8.8 The Employer shall make an employee assistance plan available to teachers and their dependents who may be suffering from problems such as stress, psychological or physical illness, marital/family difficulties, drug/alcohol abuse, bereavement, etc which may affect the performance of the teacher. Leave from duties to access employee assistance plan services shall be defined as sick leave. The first six sessions are at no cost to the teacher or dependents. A fee of \$20 per session will be assessed to the teacher or dependent for any further sessions required. Teachers subject to this agreement shall appoint two representatives to the employee assistance plan steering committee.

Article IX – Sick Leave

9.1 Upon the recommendation of a qualified medical practitioner, sick leave for planned treatment outside the province of Alberta shall be approved by the Employer. The Employer may require that the recommendation come from an Employer approved medical practitioner.

9.2 For the purpose of this section, a teacher who is granted leave of absence by the Employer shall be advised at the time the leave is granted whether or not he or she shall be considered to be continuously employed during such leave of absence.

9.3 Teachers participating in the Alberta School Employee Benefit Plans shall be allowed sick leave as follows.

9.3.1 Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:

In the first year of service with the Employer, a teacher shall be granted 20 days of sick leave availability on commencement of employment, with no additional earning of sick leave entitlement during the first year of employment.

After one year of service with the Employer, a teacher shall have an entitlement of 90 calendar days sick leave available continuously.

In the event of recurring absences related to an illness, disability or injury, only 90 days sick leave shall be available for that particular illness, disability or injury. The Employer will accept the insurer's definition of a recurring illness, disability or injury.

9.4 Sick leave credits shall not accumulate during periods of sickness, disability or injury during the first year of employment.

9.5 Application for extended disability benefits shall be made as soon as there is medical evidence that the absence is of a long term nature.

The Employer may require that a teacher receiving benefits under the extended disability plan shall participate in a treatment program through the employee assistance plan.

9.6 A certificate from an attending qualified medical or dental practitioner detailing the general nature of the affliction and providing an estimate of the date of return to work may be required by the Employer to support claims for sick leave of three or more days.

9.7 For purposes of clause 9.6, the duration of a sick leave shall be deemed to be from the last day worked to the day of return to work.

9.8 Rather than adhere to clauses 9.6 and 9.7 on a universal basis, the Employer agrees to rely on its administrators to identify those staff members who may be using sick leave privileges in an unprofessional manner.

9.9 When a teacher leaves the employ of his/her Employer, all accumulated sick leave credits shall be canceled.

Article X – Maternity and Adoption Leave

10.1 Teachers shall be granted maternity leave in accordance with the *Employment Standards Code*, Part 2, Division 10, excepting that during the currency of the statutory maternity leave the Employer will maintain the teacher's participation in the various fringe benefit and insurance plans in accordance with the provisions of the plan.

10.2 Prior to commencement of a maternity leave as specified in clause 10.1 of this agreement, a teacher employed under a continuing contract shall choose either option (1) or option (2) below. This choice shall become irrevocable on the first day of absence.

(1) The teacher may access the supplementary unemployment benefits plan which shall provide the maximum salary allowable under the SUB plan during 18 weeks of maternity leave.

(2) The teacher may access sick leave entitlement with pay as specified in clause 9.3.1 of the collective agreement for a period of sickness or disability arising from the pregnancy.

10.3 At the conclusion of the maternity leave and on application to the superintendent of schools at least 30 days prior to the conclusion of the maternity leave, a teacher may be granted a leave of absence without pay for such a period as may be mutually agreed to by the teacher and the superintendent of schools. The teacher shall have the option of maintaining, at her own expense, her participation in the various fringe benefit and insurance plans in accordance with the provisions of the plan.

10.4 Teachers are entitled to adoption leave without salary and benefits for a period not exceeding eight weeks. When possible, a teacher will notify the Employer of the leave requirement three months in advance of the first day of the leave.

10.5 A leave of absence granted pursuant to clause 10.3 or 10.4 shall be from the general staff of the division. On its conclusion, while the Employer undertakes to try to ensure placement in the same position, such placement is not guaranteed.

Article XI – Professional Growth Fund

11.1 The Employer shall establish an annual fund equal to 3.5 times the fourth year maximum of the salary grid as of September 1, 2004, for a professional growth fund. Funds not expended in a given year shall be added to the total the following year. Any deficit in one year shall be taken from the total of the following year.

11.2 The fund shall be administered by a committee consisting of:

- (a) the ATA Evergreen Local No 11 professional development chairperson or designate;
- (b) one teacher representative from each of the five zones, selected according to the constitution of the ATA Evergreen Local No 11;
- (c) two Grande Yellowhead Regional Division Board members; and,

(d) one education services centre administrative representative.

Each person in sections (a) and (b) shall have one vote. Each person in sections (c) and (d) shall have two votes.

11.3 Board policy "Professional Growth of Teachers" shall only be amended if agreed to by at least seven of the above-named votes.

11.4 All committee decisions shall be final and Employer ratification will follow.

Article XII – Other Leaves

12.1 Compassionate Leave of Absence

12.1.1 Compassionate leaves of absence shall be specifically defined as permission for teachers to be absent from duty because of critical illness, critical accident, or illness or accident requiring emergency medical treatment or death of an immediate member of his/her family or because of a request to serve as a pallbearer.

12.1.2 For the purpose of this section a teacher's immediate family shall be interpreted as consisting of the following memberships:

Group "A" Relationships

Husband	Son	Son-in-law
Wife	Daughter	Daughter-in-law
Mother	Mother-in-law	Brother
Father	Father-in-law	Sister

Group "B" Relationships

Brother-in-law	Grandson	Niece
Sister-in-law	Granddaughter	Nephew
Grandfather	Grandfather-in-law	Aunt
Grandmother	Grandmother-in-law	Uncle

12.1.3 The teacher shall apply through his/her supervisor to the superintendent for compassionate leave of absence. The application must identify the relationship of the family member, the nature of the affliction and the location to which the teacher is required to travel.

12.1.4 Compassionate leave of absence with full pay will be granted according to the following schedule:

Group "A" relationships - up to five days

Group "B" relationships - up to two days

In addition, up to two days leave of absence with full pay may be granted for the purpose of travel.

At the discretion of the superintendent, an additional leave of up to five days may be granted with partial loss of pay.

12.2 Jury/Witness Leave of Absence

12.2.1 Leave of absence without loss of salary shall be granted:

(a) for jury duty or any summons related thereto;

(b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).

Notwithstanding the above, such leaves shall not apply in cases where the teacher is appearing as the defendant.

12.3 Personal Leave

12.3.1 Subject to the school principal being able to arrange for coverage of a teacher's

assignment, each teacher is eligible for two days leave of absence during each school year. The first such day shall be with full pay and the second shall be with partial loss of pay.

12.3.2 Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of five days with full pay and five days with partial loss of pay. The pay status of personal days carried forward will be the same as if the leave had been taken in the year earned.

12.3.3 Teachers who have greater than five unused personal days in either category, at the time of the signing of this collective agreement will maintain such days until they are used by the teacher and until reduced to five in each category.

12.4 Family Medical Leave

12.4.1 On application to the superintendent of schools, a teacher shall be granted up to two days leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not available locally for members of the teacher's immediate family where the assistance of the teacher is required. Immediate family shall be defined as the teacher's parent, spouse and sons and daughters.

Article XIII – Deferred Salary Leave Plan

13.1 A maximum of eight teachers shall be granted a deferred salary plan leave of absence for a given year.

13.2 The memorandum of agreement shall be concluded by June 30 in the year of application to participate in the deferred salary leave plan.

13.3 Upon the conclusion of the leave of absence under the deferred salary plan, the teacher shall resume employment with the Employer.

13.4 The deferred salary plan committee shall consist of two representatives of the Evergreen Local of the Alberta Teachers' Association and one representative of the Employer. The Employer shall provide a recording secretary for the committee. Following each meeting, minutes shall be forwarded to the Employer and to the Evergreen Local of the Alberta Teachers' Association.

13.5 "Eligible Teacher" shall be defined as any teacher on continuous contract and covered by the collective agreement while on leave.

13.6 Participants in the deferred salary plan shall pay the cost of fringe benefits covered by the collective agreement while on leave.

Article XIV – Job Sharing

14.1 Where two teachers wish to share one full-time teaching position, they may apply to the Employer for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.

14.2 A shared job assignment may be granted by the Employer in accordance with the following terms.

14.2.1 The proportion of a full-time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Employer.

14.2.2 On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

14.3 In the event that one of the teachers involved in the shared teaching position ceases to perform his/her teaching duties for any reason whatsoever, the Employer may, upon 14 days' notice in writing, require the other teacher involved to assume the full-time duties of the formerly shared position.

Article XV – Part-Time Teachers

15.1 Teachers employed on a basis other than full time for the full school year, shall be paid an annual salary as determined above multiplied by the ratio that their employment bears to full-time employment.

15.2 Attendance of part-time teachers, who are not job sharing pursuant to article 14 of this agreement, at the Alberta Teachers' Association North Central Convention shall be recognized as full days of employment and the teacher shall be compensated accordingly.

15.3.1 Full-time teachers who hold a continuing contract with the Employer may apply to the Employer for a part-time assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the part-time assignment is to take effect.

15.3.2 The Employer may provide a part-time assignment to a full-time teacher under the following terms:

15.3.2.1 The part-time assignment shall continue from year to year at the same level full-time equivalency unless:

- (a) the teacher provides notice of his/her intention to resume full-time duties;
- (b) the Employer provides notice to the teacher that he/she shall resume full-time duties; or
- (c) the Employer and the teacher mutually agree to a change in the level of full-time equivalency.

For both (a) and (b) above, notice shall be provided no later than April 30 of the school year immediately preceding the year in which the resumption of full-time duties is to take place.

15.3.3 Notwithstanding 15.3.2.1 above, the Employer and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.

Article XVI – Teacher/Board Advisory Committee

16.1 The teachers recognize the right and responsibility of the Employer to formulate policy. Changes in working conditions not covered by this agreement shall first be proposed in a notice of motion at Board meetings.

16.2 The Employer agrees to participate with members of the Alberta Teachers' Association in a teacher/board advisory committee. The following principles governing the committee are agreed.

(a) The committee shall consist of nine Alberta Teachers' Association Local executive members, seven trustees and two central office administrators.

(b) The main direction of the discussion shall be to examine aspects of the quality of work life in the Grande Yellowhead Regional Division including communication among the parties.

(c) Each group (Alberta Teachers' Association, trustees and central office) will look after personal expenses. The Employer agrees to budget \$1,000 to look after non-personal expenses.

(d) Policy statements and guidelines introduced or proposed for review which relate to teachers' working conditions will be forwarded to members of the committee for an opportunity to discuss at a committee meeting prior to the Employer voting on the policy.

(e) Discussions may include such things as: changes to policy; representation to the government; and communicating with the public. External agencies may be invited for information and discussion.

(f) There will be a minimum of three meetings of this committee during the school year.

Article XVII – Grievance Procedure

17.1 The Employer shall establish an appeals committee consisting of three members of the board of trustees. An interpretation committee composed of two representatives of the Board and two representatives of the Association shall also be established. The Board's

representatives on the interpretation committee shall not include more than one member of the appeals committee.

17.1.1 Any difference between any teacher covered by this agreement and the Employer or in a proper case between the Local of the Association and the Employer concerning the interpretation, application, operation or alleged violation of this agreement, shall be dealt with as follows.

17.1.2 A quorum of these committees shall consist of all members.

17.2 Any teacher who considers that he/she has a grievance arising out of this agreement shall, within 20 school days from the date of the action giving rise to the grievance, lodge in writing a statement of the nature of this grievance to the economic policy committee chair of the Local Association and a copy of the statement to the Employer.

17.3 If the grievance has not been settled within 15 days after the date of submission of the grievance, the economic policy committee of the Local Association shall within 15 days thereafter give written notice to the Employer and to the members of the board of trustees - appeals committee requesting consideration of the grievance.

17.3.1 When the board of trustees - appeals committee receives notice of the submission of a grievance, it shall be required to give its decision within 15 days following the receipt of such notice and shall dispose of each grievance before proceeding to another, except whereby unanimous consent of the appeals committee the hearing of such grievance is adjourned for the purpose of obtaining further information.

17.4 If the grievance has not been settled within 15 days after the board of trustees - appeals committee hearing and/or the teacher disagrees with the decision of the appeals committee, the economic policy committee chair of the Local Association shall within 15 days thereafter give written notice to the Employer and to the members of the interpretation committee requesting consideration of the grievance.

17.4.1 When the interpretation committee receives notice of the submission of a grievance, it shall be required to give its decision within 15 days following the receipt of such notice and shall dispose of each grievance before proceeding to another, except whereby unanimous consent of the interpretation committee the hearing of such grievance is adjourned for the purpose of obtaining further information.

17.4.2 If the committee reaches a majority decision as to the disposition of any grievance, that decision shall be final and binding.

17.5 If the committee does not reach a majority or any decision either party may, by written notice, serve on the other party within 10 days after the date on which the committee voted on the disposition of the grievance or within 10 days, whichever is the shorter, require the establishment of an arbitration board as hereinafter provided and if such notice is not served within the time limit, the grievance shall be deemed to be at an end. The parties may by mutual agreement consent to postpone the hearings of the arbitration board. Such notice shall contain a statement of the nature of the grievance.

17.6 Each party shall appoint one member as its representative on the arbitration board within five days of such notice and two members so appointed shall endeavor to select an independent chair.

17.6.1 If the two members fail to select a chair within five days after the date on which the last of the two members is appointed, they shall request the director of mediation services to select a chair.

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

17.7 The arbitration board shall not change, modify 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 provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

17.8 The arbitration board shall give its decision no later than 14 days after the appointment of the chair except that with the consent of the Employer and the Local of the Association such limitation of time may be extended. The findings and decision of a majority of the members of an arbitration board shall be the findings and decision of the arbitration board and shall be binding on the parties.

17.9 Each party to the grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chair.

17.10 Where any reference in clauses 17.1 to 17.9 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays and other holidays.

17.11 If at any stage of the grievance procedure the grieving party fails to comply with stipulated procedure, the grievance shall be deemed to be at an end.

Article XVIII – General

18.1 All sums mentioned in this collective agreement are “per annum” unless specifically stated otherwise.

18.2 The Employer shall make available a group registered retirement savings plan through a payroll deduction system.

18.3 The Employer shall pay all reasonable moving expenses incurred by a teacher who is transferred from one school district to another at the request of the Employer. Reasonable shall be defined as the average of two appraisals submitted by professional household movers.

18.4 The Employer shall pay a traveling allowance as per Board policy to teachers who are required by the Employer to teach in two or more schools. Teachers who apply for two or more positions are not eligible for traveling allowance.

18.5 All teachers are covered under a liability policy giving them protection against liability imposed by law for negligence resulting in bodily injury or property damage to students and any other person or persons in limits of \$1,000,000 inclusive.

18.6 Staff deployment within a school shall be the responsibility of the superintendent of schools or designate and the principal in prior consultation with each individual staff member concerned. In the event of lack of agreement, the matter shall be referred to the superintendent of schools.

18.7 Notice of Vacancy

In the event of:

- (a) the creation of a new position,
- (b) a vacancy of a current position expected to exceed 90 days, the Employer shall advise each school of the above at least five working days prior to the position being filled. This provision may be waived by the Employer during the non operational periods of July and August.

18.8 Any teacher on approved division business shall be reimbursed at division rates for expenses incurred. Only activities authorized by the superintendent of schools or designate shall be reimbursed.

LETTER OF UNDERSTANDING

Management rights and responsibilities are issues which merit clarification and discussion.

The parties agree to the following:

- (a) A special committee of teachers and Board representatives be established to review and research management rights and make recommendations to be presented to the Alberta Teachers' Association - Evergreen Local No 11 economic policy committee and the board of trustees of Grande Yellowhead Regional Division No 35 regarding a clause that could be enclosed in the collective agreement.

(b) A report shall be prepared by May 1, 2000.

This letter of understanding is attached to and part of the collective agreement between the Alberta Teachers' Association and the Board of Trustees for the duration of this collective agreement.

LETTER OF INTENT

Between the Grande Yellowhead Regional Division No 35 (hereinafter called "the Employer") of the first part, and the Alberta Teacher's Association (hereinafter called "the Association" acting on behalf of the teachers employed by the Employer) of the second part.

The two parties agree to establish a committee for the purpose of reviewing the professional growth fund for teachers with the following parameters:

1. This committee shall be composed of three members from each party. Each party will be responsible for selecting their own members.
2. It will be the responsibility of the committee members to meet for the first meeting prior to April 1, 2006 and establish a working agenda for the purpose of discussing the professional growth fund and making recommendations for change.
3. The committee will meet at least a second time and then prepare a report which may or may not contain recommendations to be delivered to each of the parties prior to December 31, 2006.
4. This written report may be a joint report or written reports that are done separately. If separate, the parties agree to share their written reports with the other party prior to distribution and in any event prior to December 31, 2006.

LETTER OF UNDERSTANDING

Between the Grande Yellowhead Regional Division No 35 (hereinafter called "the Employer") of the first part, and the Alberta Teachers' Association (hereinafter called "the Association" acting on behalf of the teachers employed by the Employer) of the second part.

Re: Amendment to Articles 10.3 and 10.4

The Employer and the Association hereby agree that the parties will meet for the purpose of reaching consensus on the amendment of these two articles, by March 1, 2006. *Employment Standards Code* provisions will be the standard, along with ensuring compliance with other articles within the collective agreement. If consensus is not reached, then the current terms and conditions will remain in effect.

Addendum to the Grande Yellowhead RD No 35 collective agreement with The Alberta Teachers' Association

ROLLUP

Effective September 1, 2002, Step 0 was abolished and Step 1 became a combined step re-named "Step 0 and 1." (The Tribunal intended to use the roll-up method identified by the ATA such that this combined step will become "Step 1 and 2" in the 2003-04 school year, "Step 2 and 3 in the 2004-05 school year, etc).

Rollup one step on the salary grid per year until complete in 2012/2013 as follows:

2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
0					
1	0&1	0	0	0	0
2	2	1&2	1	1	1
3	3	3	2&3	2	2
4	4	4	4	3&4	3
5	5	5	5	5	4&5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8

9	9	9	9	9	9
10	10	10	10	10	10
11	11	11	11	11	11

2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
0	0	0	0	0	0
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5&6	5	5	5	5	5
7	6&7	6	6	6	6
8	8	7&8	7	7	7
9	9	9	8&9	8	8
10	10	10	10	9&10	9
11	11	11	11	11	10