

Prairie Rose School Division No 8

This agreement between Prairie Rose School Division No 8 (hereinafter referred to as "the Employer") of the first part and the Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter referred to as "the Association") of the second part.

Whereas the Association is recognized as the bargaining agent for the teachers employed by the Employer; and

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Article 1 - Recognition

1.1 During the currency thereof, this agreement shall be applicable to all teachers employed by the Employer, excluding thereout:

- (a) the superintendent,
- (b) the deputy superintendent
- (c) the assistant superintendents.

Article 2 - Term of Agreement

2.1 This agreement takes effect on September 1, 2007 and terminates on August 31, 2012. Notwithstanding the termination date of this agreement, if notice has been given to commence collective bargaining, 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.

2.2 Either party may give to the other, not less than 60 days nor more than 180 days prior to the termination of this agreement, a notice, in writing of its intention to commence collective bargaining with a view to striking a new collective agreement. At the first meeting between the parties, both parties shall exchange particulars of all amendments sought.

Article 3 - Salary Schedule

3.1.1 For the period September 1, 2007 through to August 31, 2008.

Years of teaching experience	Years of University Education				
	Two	Three	Four	Five	Six
0			48,668	51,494	54,464
1			51,810	54,644	57,625
2			54,954	57,794	60,789
3			58,096	60,943	63,950
4			61,240	64,092	67,113
5/6			64,380	67,241	70,276
7			67,523	70,391	73,439
8			70,666	73,540	76,601
9			73,808	76,688	79,765
10	52,014	58,393	76,950	79,840	82,925

For the period September 1, 2008 through to August 31, 2009

Years of teaching experience	Years of University Education				
	Two	Three	Four	Five	Six
0			50,873	53,827	56,931
1			54,157	57,119	60,235
2			57,443	60,412	63,543
3			60,728	63,704	66,847
4			64,014	66,995	70,153
5			67,296	70,287	73,460
6/7			70,582	73,580	76,766
8			73,867	76,871	80,071
9			77,152	80,162	83,378
10	54,370	61,038	80,436	83,457	86,682

3.1.2 For the years subsequent to 2008-09, salary increases shall be calculated as follows:

The increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta from January 1, 2008 to December 31, 2008 to the average of earnings for Alberta from January 1, 2007 to December 31, 2007, in accordance with Appendix B* of the Memorandum of Agreement

10586 (07)

between the Government of Alberta and the Alberta Teachers Association on November 15, 2007.

The increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta from January 1, 2009 to December 31, 2009 to the average of earnings for Alberta from January 1, 2008 to December 31, 2008, in accordance with Appendix B* of the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers Association on November 15, 2007.

The increase for September 1, 2011 will be calculated by comparing the average of earnings for Alberta from January 1, 2010 to December 31, 2010 to the average of earnings for Alberta from January 1, 2009 to December 31, 2009, in accordance with Appendix B* of the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers Association on November 15, 2007.

* 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).

3.1.3 In no case will a reduction in salary be applied. If the formula produces a negative number, the existing salary grid shall continue for the subsequent year.

3.1.4 Grid restructuring – Experience increments will be “rolled up” as follows:

Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6/7	6	6	6
8	7/8	7	7
9	9	8/9	8
10	10	10	9/10

3.2 The salary of a teacher shall be determined by the application of the applicable articles of this collective agreement. For the purpose of this agreement salary shall mean grid placement.

3.3 The Employer shall pay all teachers monthly 1/12 of the salary in effect for that month as hereinafter set forth and computed.

3.4 For the purpose of this collective agreement, teachers eligible for an allowance shall be paid monthly 1/12 of the allowance with their salary.

3.5.1 Teachers under contract shall be paid on or before the 25 day of each month.

3.5.2 Substitute teachers shall be paid by the 10 day of the month following the month in which the substitute teacher has rendered service in one of the schools of the Employer.

3.6 The Employer shall pay to any teacher who requests in writing by June 1 of the current school year, to have the contract amount yet unpaid made payable on the 25 day of June.

3.7 Payment for teachers shall be in accordance with the memorandum regarding calculation of salary for the purpose of both payment and deduction, a memorandum between the Association and the Alberta School Trustees' Association dated on or about January 6, 1972.

Article 4 - Evaluation of Teacher Education

4.1 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 between the Department of Education, the Alberta School Trustees' Association and the Alberta Teachers' Association.

4.2 Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.

4.3 Each teacher claiming additional teacher education or commencing employment shall supply to the Employer:

- (a) within 45 days of September 1,
- (b) within 45 days of February 1,
- (c) within 45 days of commencement of duties,

whichever applies, a statement of qualifications issued by the Teacher Qualifications Service of the Association. Until the teacher submits the statement, the teacher shall be paid according to the most recent acceptable statement of qualifications or according to the minimum education requirements for that teacher's certificate.

4.4 If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement the salary adjustment shall be

retroactive to September 1 or February 1, whichever applies for continuing teachers.

4.5 If proof of application for a statement of qualification is supplied within 45 days, upon receipt of the TQS statement the salary adjustment shall be retroactive to the date of commencement of employment for beginning teachers.

4.6 If proof of application for the statement of qualifications is not supplied within 45 days (as per clause 4.3) salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

4.7 (a) Notwithstanding Article 4.1, the Superintendent, at his/her discretion, may recognize for teacher education purposes a senior high CTS teacher's certified journeyman qualifications where the CTS teacher is offering instruction in a course where the curriculum requires the teacher to have journeyman qualifications. Such recognition for teacher education purposes is limited to one further year beyond the teacher's current Teachers Qualifications Service evaluation.

(b) Recognition of certified journeyman qualifications for teacher education purposes will no longer be recognized if the teacher no longer provides instruction in a CTS course where the course curriculum requires the teacher to have certified journeyman qualifications.

Article 5 - Recognition of Teaching Experience

5.1 Allowing for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.

5.2 For purposes of this section, before experience increments are paid, the teacher shall be required to submit a statement from previous employers to the effect that such experience was teaching students in grades kindergarten to grade 12, in a school under the jurisdiction of a provincial, state or national department of education.

5.3 If evidence of prior teaching experience is submitted within 90 calendar days, the teacher shall be paid for experience increments retroactive to the commencement date of employment.

5.4 If evidence of prior teaching experience is not submitted within 90 calendar days after commencement of employment, the Employer may evaluate the teaching experience.

5.5 If evidence of prior teaching experience is submitted after 90 calendar days after commencement of employment, the teacher's teaching experience increments will be adjusted on the beginning of the month following the submission of proof.

5.6 A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 126 school days.

5.7 A teacher under contract who teaches less than 126 school days with the Employer in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the Employer to a total of 126 days within a period of three consecutive years providing that a minimum of 27 days service with the Employer be rendered per year.

5.8 An increment shall be effective on September 1 or where applicable at the beginning of a semester, immediately following the attainment of the necessary accumulation of the aforesaid days.

Article 6 - Additional Allowances

6.1 Principal – In addition to the salary as identified in article 3.1, each principal shall receive monthly, an allowance equal to 1/12 of the following schedule, based on the number of students enrolled at September 30 of each year.

(a) All schools except colony schools:

Effective September 1, 2007

Basic amount per principal	\$5,793.00
Per student (1 to 100 students)	\$56.28
Per student (101 to 299 students)	\$32.78
Per student (300+ students)	\$21.87

Effective September 1, 2008

Basic amount per principal	\$6,055.00
Per student (1 to 100 students)	\$58.83
Per student (101 to 299 students)	\$34.26
Per student (300+ students)	\$22.86

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

(b) Colony Schools

Effective September 1, 2007

Basic amount per principal	\$946.00
Per student (1 to 100 students)	\$56.28

Effective September 1, 2008

Basic amount per principal	\$989.00
Per student (1 to 100 students)	\$58.83

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

(c) For principals who are assigned to two schools:

Effective September 1, 2007

Basic amount	\$9,413.00
Combined Enrollment	
Per student (1 to 100 students)	\$56.28
Per student (101 to 299 students)	\$32.78
Per student (300+ students)	\$21.87

Effective September 1, 2008

Basic amount	\$9,839.00
Combined Enrollment	
Per student (1 to 100 students)	\$58.83
Per student (101 to 299 students)	\$34.26
Per student (300+ students)	\$22.86

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

6.1.1 ECS students counted at 0.5 FTE student except Ralston School where each ECS student will be counted as 1.0 FTE student.

6.1.2 Where a school offers a full-time kindergarten program, the ECS students attending the program will be counted as full-time equivalent in proportion to the time the program is offered.

6.2 Vice-Principal - In addition to the salary as identified in article 3.1, each vice-principal shall receive 60 percent of the allowance paid to the principal.

6.3 Acting Principal

6.3.1 In a school, other than a colony school, where there is no vice-principal, a teacher shall be designated by the Employer to be "acting-principal" in the absence of the principal and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of the principal's absence.

6.3.2 In a school where both the principal and vice-principal are absent for a half day, a teacher shall be designated by the Employer to be "acting-principal" and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of absence.

6.3.3 When, in the absence of the principal, the vice-principal or acting-principal acts in the place of the principal for a period of five or more consecutive school days, the vice-principal or acting-principal shall receive an allowance of 1/200 of the principal's allowance as calculated in article 6.1, effective on the fifth day and for every consecutive school day thereafter until the principal returns.

6.4 Payment for administration shall commence on the effective date of appointment of the administrator.

6.5 Coordinator of Student Services—In addition to the salary identified in article 3.1, a teacher employed as coordinator of student services shall receive an allowance of:

Effective Date	Per Annum
September 1, 2007	\$7,778
September 1, 2008	\$8,130

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

The allowance shall be paid on a prorata basis based on the employee's full time equivalent employment.

6.6 Technology Coordinator—In addition to the salary identified in article 3.1, a teacher employed as technology coordinator shall receive an allowance of:

<u>Effective Date</u>	<u>Per Annum</u>
September 1, 2007	\$7,778
September 1, 2008	\$8,130

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

The allowance shall be paid on a prorata basis based on the employee's full time equivalent employment.

Article 7 - Substitute Pay

7.1 Substitute teacher means a teacher employed on a day-to-day basis.

7.2 The rate of pay for substitute teachers shall be:

<u>Effective Date</u>	<u>Per Full Day</u>	<u>Per Half Day</u>
September 1, 2007	\$160.42	\$82.81
September 1, 2008	\$167.69	\$86.56

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

7.3 Any amount of time above 50 per cent of the day shall be considered a full day. This payment shall include holiday pay at the rates established by the Employment Standards Branch.

7.4 The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to placement on the salary grid and subject to the terms of this agreement.

7.5 Notwithstanding article 7.3, a substitute teacher who fills a teaching position for more than five consecutive days and who accepts a contract of employment with the Employer, shall be paid effective the first day, according to placement on the salary grid.

Article 8 - Sick Leave

8.1 In the first year of service with the Employer, a teacher shall be entitled to 20 school days of sick leave at full salary for the purpose of obtaining the necessary medical or dental treatment because of accident, sickness or disability.

8.1.1 After 20 school days of continuous disability in a teacher's first year of service, no further salary shall be paid. However, after 90 calendar days of continuous absence the provisions of the Alberta School Employee Benefit Plan, extended disability benefit, shall take effect providing the teacher is accepted by the insurance carrier as an extended disability claimant.

8.2 During the second and subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.

8.2.1 After 90 calendar days of continuous disability in a teacher's second and subsequent year of service, no further salary shall be paid. The provisions of the Alberta School Employee Benefit Plan, extended disability benefit plan shall take effect, providing the teacher is accepted by the insurance carrier as an extended disability claimant.

8.3 When a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon the teacher's return to regular duties, shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

Less than one year of service - Nil

After one year of service - 90 calendar days

8.4 Before any payment is made under the foregoing provisions, the teacher shall provide:

(a) a statement, on a form approved by the Employer, signed by the teacher substantiating the illness.

(b) after an absence of more than three days, when requested by the superintendent, in consultation with the principal, a certificate, at Board expense, from the teacher's physician or dentist attesting to the teacher's illness.

(c) when the absence extends for a period of over one month the employee may, at the discretion and expense of the Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the leave or until the employee is accepted on the ASEBP extended disability plan.

8.5 When a teacher leaves the employ of the Employer all sick leave shall be cancelled.

8.6 Provisions of this article shall not be applicable when a teacher is on leave without pay.

Article 9 - Professional Leave

9.1 A teacher who has taught in the Employer's school system for a minimum of five years may be granted a leave for professional development or for other reasons acceptable to the Employer.

9.2 All applications for leave shall be submitted to the superintendent by February 1 preceding the school year in which the professional leave is to commence.

9.3 The application for professional leave must be considered by the Employer and the applicant must be notified of the Employer's decision within 45 calendar days of the date for receiving applications.

9.4 A teacher returning from professional leave is entitled to return to the position held when the professional leave started or to a position of comparable nature.

9.5 An application shall be accompanied by a clear statement of the teacher's purpose.

9.6 In lieu of salary, a teacher while on professional leave shall be granted an allowance equal to 50 per cent of annual salary for the year in which leave is granted, payable in a manner agreed upon by both parties.

9.7 For a semester of professional leave, payment shall be 25 percent of annual salary for the year in which leave is granted, payable in a manner agreed upon by both parties.

9.8 A teacher who is granted professional leave shall give an undertaking, in writing, to return to his/her duties for a period of at least two years. Should a teacher resign or retire prior to the completion of the two years of service, other than by mutual agreement between the Employer and the teacher, repayment of leave salary shall be made to the Employer on a prorata basis.

9.9 Approval may be granted by the employer for a professional leave based on the application's merit and alignment to school and Division goals.

Article 10 - Short Term Professional Leave

10.1 In addition to the leave described in article 9, the Employer may, at its discretion, grant short term professional leave. Such leave will be subject to the same provisions as outlined in 9.1 to 9.9 with the exception of the following:

- (a) the allowance paid will be for the period identified by the Employer and payment will be made at the rate of 50 per cent of the teacher's present salary.
- (b) application for leave shall be made at least 45 days prior to the time the leave is to commence.
- (c) the teacher is obligated to return to his/her respective duties for at least one year of employment after the leave is completed.
- (d) for the purpose of this article, it is understood that no leave shall extend beyond a period of 45 days.

Article 11 - Leave of Absence - With Full Pay

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to section 111(1)(d)(i) of the *School Act* where such teacher is absent:

11.1 (a) For not more than five teaching days per occurrence per school year due to the critical illness or death of any one of the following legal relatives of the teacher or spouse: spouse, child, parent, brother, sister, daughter-in-law, son-in-law and grandchild.

(b) Where critical illness is not followed by death within 30 days, the Employer may request, within 30 days, a medical certificate stating that critical illness was the reason for absence.

(c) Critical illness is defined as a life threatening illness or an illness requiring admission to a hospital intensive care unit.

11.2 For not more than three teaching days per occurrence per school year due to the death of any one of the following legal relatives of the teacher or spouse: grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any other relative who is a member of the teacher's household.

11.3 For not more than one day per occurrence, to a maximum of two teaching days per school year, to attend the funeral of anyone not previously identified in 11.1 or 11.2.

11.4 Upon application to and at the discretion of the superintendent, additional leave may be granted for any good and valid reason, relating to the critical illness or death of any of the persons identified in 11.1, 11.2 or 11.3.

11.5 For the period of one day, plus one day for traveling when necessary, per school year, to attend the teacher's convocation of a university or graduation from a post-secondary institution.

11.6 For not more than two days per school year for the purposes of writing examinations in academic or professional courses.

11.7 Effective September 1, 2008, on application to the Superintendent and subject to the approval of the Superintendent or designate, a teacher shall

be granted one day leave of absence with full pay and benefits per school year for the purpose of obtaining necessary medical or dental treatment for members of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, child or parent.

11.8 For one teaching day per school year in the event of the birth of the teacher's child or the adoption of a child by that teacher.

11.9 (a) For jury duty or for attending for selection purposes, or any summons related thereto.

(b) To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the teacher.

(c) Provided that in a) and b), the teacher remits to the Board any witness fee or jury stipend, excluding allowances and/or expenses, set by the court or other body.

11.10 (a) Personal leave for not more than one day in any school year may be requested by a teacher and shall be granted upon request for attending to private concerns. Where possible, at least one day of notice shall be given to the principal, or in the case of a principal, to the superintendent or his office.

(b) Personal leave under this clause may be accumulated to a maximum of four days, providing that the total number of personal leave days taken in any one school year under the above article does not exceed four days and providing that any day(s) so accumulated is/are not used prior to or following any statutory holiday unless prior approval of the superintendent is obtained.

(c) Notwithstanding article 11.10 (a), teachers on a term contract must be under contract for a minimum of 90 instructional days before being eligible for personal leave with pay.

Article 12 - Leave of Absence - With Partial Pay

Temporary leave of absence, with pay, shall be granted to a teacher as follows; provided that an amount equivalent to the salary of a substitute teacher, as stated in clause 7.2, is forthcoming to the Employer through payroll deduction or payment from other sources.

12.1 (a) Personal leave for not more than four days in any school year may be requested by a teacher and shall be granted upon request for attending to private concerns. Where possible, at least one day of notice shall be given to the principal, or in the case of a principal, to the superintendent or his office.

(b) Notwithstanding article 12.1 (a), teachers on a term contract must be under contract for a minimum of 60 instructional days before being eligible for one day personal leave with partial pay and 90 instructional days before being eligible for four days personal leave with partial pay.

12.2 For the period of one day plus one day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.

12.3 To attend the Annual Representative Assembly of the Alberta Teachers' Association as an official delegate.

12.4 For the purpose of serving on the teacher's negotiating committee, with the understanding that the Employer shall be reimbursed by the Association, an amount equal to the salary of a substitute teacher for each teacher so occupied up to five days and further at a rate equal to 1/200 of that teacher's annual salary for all subsequent days.

12.5 For attendance at meetings of committees of the Department of Education and/or for attendance at meetings or functions at the request of the provincial or local Alberta Teachers' Association that are approved by the Superintendent or his designate.

Article 13 - Leave of Absence - With or Without Pay

13.1 Additional leaves of absence may be granted by the Employer with pay and with benefits or without pay and without benefits.

Article 14 - Maternity and Parental Leave

14.1 A pregnant teacher is entitled to maternity leave for a period of 15 weeks. The Employer is responsible for salary and benefits for the health-related portion of the maternity leave, up to 13 weeks.

14.2 A pregnant teacher shall provide at least six weeks written notice of the date she intends to take maternity leave unless prevented by a medical condition.

14.3 The Employer will provide a supplementary unemployment benefit plan (SUB plan), a copy of which is attached as an addendum to this agreement. This plan will provide an eligible teacher with the equivalent of 95 percent of the teacher's regular salary.

14.4 A teacher on maternity leave shall access the SUB plan for the health-related portion of the leave that is after the birth of the child.

14.5 A teacher is entitled to parental leave without pay and without benefits for up to 37 consecutive weeks. The parental leave must be taken within 52 weeks of the birth of the child.

14.6 In the case of a teacher entitled to maternity leave, the 37 consecutive weeks parental leave must immediately follow the last day of the maternity leave.

14.7 In the case of an adoptive parent, the 37 consecutive weeks must be taken within 52 weeks of the child being placed with the adoptive parents.

14.8 A teacher must provide at least six weeks written notice of the date the teacher will start parental leave unless a medical condition of the birth mother or child makes it impossible to comply; or in the case of the adoptive child, the date of the placement was not foreseeable.

14.9 A teacher on maternity or parental leave must provide four weeks' notice of the date on which the teacher intends to return to work. Teachers returning from maternity or parental leave are encouraged to give consideration to natural breaks in the school year.

14.10 A teacher returning from maternity or parental leave is entitled to return to the position held when maternity or parental leave started or to a position of comparable nature.

14.11 Teachers on maternity, adoption or parental leave, other than any health-related leave, may arrange to pay benefit premiums on a monthly basis for the duration of the leave.

Article 15 - Transfers

15.1 If it is necessary for the Employer to transfer a teacher from one school to another within the division, the Employer shall reimburse the moving expenses incurred by the teacher to a maximum of \$1,200, providing such transfer requires a change of residence. This article does not apply to a teacher who has requested a transfer.

15.2 Any teacher who becomes an employee of the Employer as a result of the provision of section 242(1)(2)(3) of the *School Act*, shall retain any designation received from the previous Board, provided that the teacher remains in the same school plant.

Article 16 - Group Insurance

16.1 The employer shall effect and maintain:

(a) Alberta School Employee Benefit Plan (ASEBP)

- i) Extended Disability Benefit (EDB) - Plan D
- ii) Life, Accidental Death and Dismemberment - Schedule 2
- iii) Extended Health Care - Plan 1
- iv) Dental Care - Plan 3
- v) Vision Care - Plan 3

(b) Alberta Health Care Plan

Applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.

16.2 All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, Life, Accidental Death & Dismemberment, Schedule 2; Extended Disability Benefit, Plan D.

16.3 With respect to article 16.2, it is understood that participation in the Alberta School Employee Benefit Plan - Extended Health Care, Plan 1; Dental Care, Plan 3; Vision Care Plan 3 and Alberta Health Care is not a condition of employment.

16.4 Effective September 1, 2006 the Board will contribute toward the monthly premium of each plan as follows:

- (a) Life - 90%
- (b) EDB - 90%
- (c) Extended Health - 90%
- (d) Dental Plan - 90%
- (e) Vision Care - 90%
- (f) Alberta Health - 90%

Effective February 1, 2008 the Board will contribute toward the monthly premium of each plan as follows:

- (a) Life - 92%
- (b) EDB - 92%
- (c) Extended Health - 92%
- (d) Dental Plan - 92%
- (e) Vision Care - 92%
- (f) Alberta Health - 92%

Effective September 1, 2008 the Board will contribute toward the monthly premium of each plan as follows:

- (a) Life - 94%
- (b) EDB - 94%
- (c) Extended Health - 94%
- (d) Dental Plan - 94%
- (e) Vision Care - 94%
- (f) Alberta Health - 94%

Effective September 1, 2009 the Board will contribute toward the monthly premium of each plan as follows:

- (a) Life - 96%
- (b) EDB - 96%
- (c) Extended Health - 96%
- (d) Dental Plan - 96%
- (e) Vision Care - 96%
- (f) Alberta Health - 96%

Effective September 1, 2010 the Board will contribute toward the monthly premium of each plan as follows:

- (a) Life - 98%
- (b) EDB - 98%
- (c) Extended Health - 98%
- (d) Dental Plan - 98%
- (e) Vision Care - 98%
- (f) Alberta Health - 98%

16.5 The employer's contribution to benefit premiums for part-time teachers and those on professional leave shall be paid on a prorata basis based on the employee's full-time equivalent employment.

16.6 The employer will contribute an amount per teacher (not including substitute teachers) to a Health Spending Account, prorated for employees working less than a full-time equivalent, according to the following schedule:

<u>Effective Date</u>	<u>Annual Amount</u>
September 1, 2007	\$400
September 1, 2008	\$450
September 1, 2009	\$500
September 1, 2010	\$550
September 1, 2011	\$600

16.7 Effective September 1, 2008, it is agreed that the Employer will change to an Annual Plan Health Spending Account with the Alberta School Employee Benefit Plan for all teachers in the Division.

Article 17 - Grievance Procedure

17.1 The following grievance procedure is in accordance with the requirements of the *Labour Relations Code* and provides for the peaceful settlement of any differences, between the parties, arising from the interpretation, application or operation of this collective agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

Step 1 - Such differences (hereinafter called a "grievance") shall first be submitted in writing to the chairperson of the ATA Local economic policy committee, the chairperson of the ATA Local grievance committee and the secretary-treasurer of the Employer.

- (a) Such written submission shall be made within 21 teaching days from the date the grievor first had knowledge of the alleged violation.
- (b) The submission shall set out the nature of the grievance, the articles of this agreement which are alleged to have been violated and the remedy sought.

Step 2 - In the event the grievance is not settled within 15 teaching days from the date of the submission in accordance with step 1, then within a further period of 15 teaching days the grievance shall be referred in writing to the grievance committee.

- (a) Such grievance committee shall consist of two representatives of the Association and two representatives of the Employer.
- (b) This grievance committee shall meet and endeavor to resolve the grievance and shall render its decision within 15 teaching days following receipt of the submission.
- (c) If the majority of the grievance committee reaches a decision as to the disposition of the grievance, the decision shall be final and binding on both parties. A majority decision shall be the decision of three members of the grievance committee.

Step 3 - In the event the grievance committee does not meet within 15 teaching days following receipt of the submission, or in the event that the committee does not reach a majority decision within the said time limitation, then either party may, by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.

- (a) Such notice must be given within 10 teaching days after the 15 day limitation in step 2(b) expires.
- (b) Concurrently with the notice by the party requiring the establishment of an arbitration board, the party shall name its nominee to the arbitration board and the recipient of the notice shall within five teaching days inform the other party of its nominee to the arbitration board.
- (c) The two nominees so appointed shall within five teaching days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, either party may request the director of mediation

services with Alberta Department of Labour to make the necessary appointment.

Step 4 - The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than 90 calendar days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

- (a) Such award shall be final and binding upon the parties and upon any employee affected by it.
- (b) The decision of a majority of the arbitration board is the award of the arbitration board, but where there is no majority the decision of the chairman governs and shall be deemed to be the award of the arbitration board.
- (c) The arbitration board by its decision shall not alter, amend or change the terms of this agreement.
- (d) Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear in equal proportions the expense of the chairman.

17.2 In the event that, at any stage of the aforesaid procedures (except in respect of appointing persons to an arbitration board) one of the parties fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be concluded in the other party's favor.

17.3 Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

Article 18 - General Clauses

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

18.1.1 A policy coordinating committee shall be established and it shall consist of four Employer appointed members and four teachers appointed by the ATA Local No 2.

18.1.2 Before Employer approval of any new policy, amendments to or cancellation of an existing policy affecting employees covered under this agreement, the policy in question will be reviewed by the policy coordinating committee. The teacher and Employer representatives will provide sufficient time as mutually agreed upon, to seek input and approval from their respective parties for change. The policy coordinating committee will recommend what action it requests the Employer to take.

18.1.3 If either the Employer or teachers do not accept the recommendations of the policy coordinating committee, the policy will be referred back to the policy coordinating committee for further study. However, if after a reasonable period of time, agreement cannot be reached by the policy coordinating committee, the Employer may take what action it deems necessary.

18.2 Any teacher required to teach in more than one school on the same day, shall receive a travel allowance of \$.30 per km for such days when the distance travelled between schools exceeds eight kilometres.

18.3 The Employer shall post a copy of the collective agreement on the division's website within 30 calendar days after the signing of the agreement by the ATA coordinator of teacher welfare. A copy of the current collective agreement shall be placed in each staff room.

18.4 When school is closed for all students due to health reasons or physical plant breakdowns, teachers will not be required to attend school.

18.5 A teacher is entitled to temporary leave with full pay when a teacher is unable to reach the school from his/her usual place of residence because of impassable roads, when the absence is communicated to the principal.

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

18.7 This agreement shall enure to the benefit of and be binding upon the parties and their successors.

18.8 It is agreed that the employment insurance rebate is being shared according to Section 63 of the *Employment Insurance Act* by the benefits contained in this agreement.

18.9 The Employer shall deduct ATA membership fees from the salary of every teacher it employs, other than those identified in article 1.1 and shall remit the membership fees to the Alberta Teachers' Association monthly. Upon request, the Employer will provide a list of teachers in its employ to the ATA.

18.10 All previous collective agreements between or affecting the parties are hereby cancelled.

Article 19 - Board Prerogatives

19.1 The Employer retains all those residual rights of management not specifically limited by the terms of this agreement, providing the Employer acts reasonably, fairly and justly in the exercise of those rights.

Article 20 - Date of Agreement

20.1 The parties hereto executed this agreement this 5 day of June AD, 2008, by affixing the signatures of their proper officers on their behalf.

Addendum A—Supplementary Unemployment Benefit (SUB) Plan

Coverage

All female employees eligible for sick leave benefits covered under the collective agreement are covered by the supplementary unemployment benefit plan.

The Plan

1. The Employer agrees to pay, during the health-related portion of maternity leave after the birth of the child, a supplementary unemployment benefit which shall provide employees on maternity leave with an amount equal to 95 per cent of the employee's normal weekly earnings. The Employer will also pay the portion of the employee's benefit plan premiums specified in the collective agreement, for the health-related portion of the maternity leave.
2. This SUB plan shall replace sick leave benefits during the health-related portion of the maternity leave that is after the birth of the child.
3. At the commencement of the employee's EI entitlement the employee will begin receiving the Employer portion of the supplementary unemployment benefits.
4. The Employer agrees to pay the supplementary unemployment benefits for up to 13 weeks or for the period covered by accumulated sick leave, whichever is less.
5. The Employer shall advise the employee to apply for extended disability benefits (EDB) at least 30 days in advance of her expected eligibility for such benefits. After 90 consecutive calendar days of disability the employee shall apply for EDB benefits and no further salary or supplementary unemployment benefits shall be payable by the Employer.
6. This plan will come into effect as of September 1, 1999 and will continue in effect for the duration of this collective agreement.
7. Payments received under the SUB plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

LETTER OF UNDERSTANDING

Between Prairie Rose School Division No 8 and The Alberta Teachers Association

Summer Work Experience Supervision

Effective September 1, 2007 a teacher employed on a course by course basis to supervise students enrolled in Off-Campus Education programs during the summer recess shall be paid an allowance equivalent to \$40 per hour for each student supervised. Preparation time in lieu of allowance may be provided with the prior approval of the Superintendent. Guidelines for the implementation of this allowance will be developed by the Superintendent, with input from principals.

Effective September 1, 2008, the allowance will be equivalent to \$42 per hour for each student supervised.

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increase on the same dates as the salary grid.

This letter of Understanding will expire on August 31, 2012.

LETTER OF UNDERSTANDING

Between Prairie Rose School Division No 8 and The Alberta Teachers Association

Teacher / Board Advisory Committee

The employer and the ATA agree that the newly established Teacher / Board Advisory Committee will replace the Policy Coordinating Committee as referenced in Article 18.1 as long as the Teacher / Board Advisory Committee continues to be viable.

LETTER OF UNDERSTANDING

Between Prairie Rose School Division No 8 and The Alberta Teachers Association

Substitutes Travel Allowance

Policy P207 Substitute Travel will be referred to the Teacher / Board Advisory Committee with a recommendation that the travel allowance be adjusted to reflect current costs.

