

Elk Island Public Schools Regional Division 14

This agreement is made in quintuplicate this 7 day of February AD 2008, pursuant to the *School Act* and the *Labour Relations Code*.

Between the Board of Trustees of Elk Island Public Schools Regional Division No 14, herein called "the Board" and the Alberta Teachers' Association, herein called "the Association," acting on behalf of the teachers employed by the Board.

THIS AGREEMENT WITNESSETH:

1. During the currency thereof, this agreement shall be applicable to all teachers employed by the Board under engagement pursuant to the *School Act* except superintendent, associate superintendent(s) and director of human resources.

2. This agreement shall have effect from September 1, 2007 to August 31, 2012.

2.1 Notwithstanding the termination of this agreement, if notice has been given to commence collective bargaining, the terms and conditions herein shall remain in full force and effect until otherwise altered through collective bargaining or until irreconcilable impasse occurs in collective bargaining, whichever occurs first.

3. Request for revision - Notice in writing may be given by either party during the period March 15 to May 31 prior to the expiration of the agreement requesting negotiations for revisions or amendments to this agreement.

3.1 At the first meeting between the parties following such notice, the parties shall provide each other with a memorandum outlining proposed changes.

3.2 Failing notice being given as specified in clause 3, this agreement shall continue in force for a further period of 12 months.

3.3 The two parties may at any time, upon their mutual consent, negotiate revisions to this agreement. Any such revisions mutually agreed upon shall become effective from such date as determined during the course of negotiations.

4. Salary Scale

4.1 All salaries and allowances referred to herein are in respect of a school year unless otherwise specifically stated. "School year" shall be defined as the period September 1 to August 31.

4.2 The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board (TQS) established by the memorandum of agreement among the Department of Education, the Association and the Alberta School Trustees' Association dated March 23, 1967 and as amended from time to time.

4.3 Teachers who have not taught within the preceding 10 years of date of commencing employment shall be allowed one increment on the salary grid for every two full years of experience earned in a position requiring a valid teaching certificate to a maximum of six increments.

4.3.1 Notwithstanding clause 4.3, a teacher who has successfully completed upgrading courses acceptable to the Board and the superintendent of schools, within two years preceding hiring, may apply for reinstatement of lost increments on the basis of one increment per one approved course to a maximum of all previous experience, as allowed on the grid.

4.4 (a) For the period of September 1, 2007 to August 31, 2008, the salary grids shall be as follows:

September 1, 2007 3 per cent rate increase

Years of teaching experience	Years of University Education		
	Four	Five	Six
0	48,607	51,460	54,678
1	51,442	54,294	57,514
2	54,265	57,138	60,352
3	57,117	59,958	63,187
4	59,944	62,804	66,033
5/6	62,789	65,641	68,860
7	65,625	68,477	71,696
8	68,461	71,305	74,516
9	71,288	74,149	77,368
10	74,093	76,953	80,165
11	77,321	80,165	83,393

Increase in subsequent years for the term of this Agreement as per Appendix A.

(b) Effective September 1, 2008, Step 6 will be abolished and Step 7 will become a combined Step named Step 6 and 7. Effective September 1, 2009, Step 7 will be abolished and Step 8 will become a combined Step named Step 7 and 8.

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Effective September 1, 2010, Step 8 will be abolished and Step 9 will become a combined Step named Step 8 and 9.
 Effective September 1, 2011, Step 9 will be abolished and Step 10 will become a combined Step named Step 9 and 10.

4.4.1 Provisions of this agreement in respect of salary as per clause 4.4 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary that the period of actual service in the year bears to a year of full-time service.

4.5 A career and technology studies (CTS) trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in his or her area of trade certification as a journeyman.

4.5.1 Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be teaching, which experience was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching. One year of full-time industrial trade experience shall be time equivalent to 2000 hours worked per year as a journeyman.

4.5.2 Experience will be paid for the last five years of industrial trade experience plus one-third of all remaining years of industrial trade experience, as defined above, provided that such industrial trade experience was earned while working full time.

a) Industrial trade experience for partial years of industrial trade experience shall not be recognized for the purposes of this clause.

b) However, in the event that the total amount of industrial trade experience available for recognition, under this clause, leaves a remainder of greater than six months of industrial trade experience, but less than 12 months of industrial trade experience, such industrial trade experience shall be recognized to place the teacher on the next step of the grid, provided that the maximum of years of experience on the grid has not been reached.

4.5.3 Industrial trade experience will only be recognized if the teacher must hold journeyman certification, as a condition of employment by the Board, and if

a) the teacher instructs in their area of trade certification as a journeyman, on at least a 0.5 full-time equivalent basis, and

b) the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching, and

c) the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.

4.6 The salary of a teacher as calculated under clause 4.4 of this agreement shall not be less than the amount payable immediately prior to the effective date of this agreement.

5. Administration and Supervision

Additional allowance for administration and supervision shall be paid in accordance with the following clauses:

5.1 To certificated persons designated as principal or assistant principal, the following allowances shall be paid:

5.1.1 (a) A principal of a school will be paid the following annual allowance as of September 1, 2007

<u>Enrolment</u>	<u>Principal</u>
0-499	\$22,802
500-649	23,980
650-899	26,333
900-999	28,688
1,000-1,199	29,864
1,200+	31,041

Increase in subsequent years for the term of this Agreement as per Appendix A.

The count of students in a school shall be made on the 30 day of September.

(b) Notwithstanding 5.1.1, the principal, Outreach/Broadmoor Programming, will be paid an annual allowance based upon the average of the count of students in the school made on September 30 and the count of students in the school made on March 1. Payment of the allowance shall be based upon the principal's allowance based on the September 30 count until such time as the average can be calculated. The adjusting payment shall be made on the first pay cheque subsequent to the March 1 student number count. The count of students will be done by the Principal, Outreach/Broadmoor Programming, presented as a statutory declaration and commissioned by a Commissioner of Oaths.

5.1.2 To an assistant principal, 60 per cent of the principal's allowance.

September 1, 2007

<u>Enrolment</u>	<u>Assistant Principal</u>
0-499	\$13,681

500-649	14,388
650-899	15,800
900-999	17,213
1,000-1,199	17,918
1,200+	18,625

Increase in subsequent years for the term of the Agreement as per Appendix A.

5.1.3 Notwithstanding the allowance schedule outlined in 5.1.1 and 5.1.2 an in-school administrator who is transferred at the Board's discretion to another administrative position shall be entitled to an administrative allowance not less than the one he/she received prior to the transfer for a period of two years. If an administrator is transferred to a teaching position and the designation is terminated, the administrator will continue to be paid on a monthly basis the amount being received as an allowance at the time of the transfer for a period of two years. If the administrator is not transferred but his/her designation is terminated, the administrator shall be entitled to be paid on a monthly basis the amount being received as an allowance after the designation is removed for a period of two years.

5.1.4 (a) After more than three consecutive days' absence of a principal or assistant principal the teacher appointed to act in his/her place shall be paid retroactive to and including the first day an allowance equivalent to that of the administrator being replaced for the further duration of such absence or until a regular appointment is made.

(b) Schools without an assistant principal position shall pay the teacher in charge 60 per cent of the principal's allowance when the principal is absent for one day or more.

5.1.5 Minimum administrative appointments shall be as follows:

(a) Assistant principal at 10 teachers.

(b) Additional assistant principals shall be appointed upon the request of the principal where, in consultation with the superintendent and Board, the superintendent and Board deem it necessary.

5.1.6 Current letter of intent regarding committee to discuss provisions available to principals and assistant principals to be extended to a maximum of two years.

5.2 Directors and assistant directors shall work a 12-month year and shall be entitled to an annual vacation of 30 working days exclusive of statutory holidays. The dates of the annual vacation shall be as mutually agreed between the superintendent and the director and the assistant directors.

5.3 The Board shall pay to each certified teacher appointed by the Board to the following listed positions, the allowance respectively set forth opposite each such position, namely:

Director – 92.7% of maximum principal's allowance
 Assistant Director – 75.2% of maximum principal's allowance
 Supervisor – 59.7% of maximum principal's allowance
 Consultant – 44.3% of maximum principal's allowance

Commencing September 1, 2008 and for the term of this Agreement, this clause will be adjusted in accordance with Appendix A of this Agreement to a maximum percentage for each such position, namely:

Director – 100% of maximum principal's allowance
 Assistant Director – 85% of maximum principal's allowance
 Supervisor – 60% of maximum principal's allowance
 Consultant – 45% of maximum principal's allowance

5.4 Any person appointed to the positions set out in clause 5.3 working less than full-time in this position shall receive an allowance prorated in accordance with the time allotted by the superintendent of schools.

5.5 To all registered psychologists designated as the school counsellor and providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities, 30 per cent of the minimum principal's allowance. If the assigned counselling time is less than full-time, the allowance payable to the registered psychologist shall be prorated by multiplying it by the full-time equivalent of counseling time. A registered psychologist may be paid a prorated counselling allowance for each school at which he or she is the designated school counsellor and is providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities.

6. Additional Allowances

6.1 An additional allowance shall be paid according to the following schedule provided that such allowance shall be inclusive of any other allowance in respect of administration.

6.1.1 In this clause, for senior high schools, a course is defined as a five or three credit course.

An allowance to a maximum of \$6,187 shall be paid at September 1, 2007, to designated in-school coordinators of instruction at all grade levels who may be appointed upon the request of the principal to the associate superintendent (human resources). This allowance shall be calculated as follows:

At September 1, 2007, \$140 for each course (not class), plus \$121 per teacher, excluding the coordinator, teaching at least one full course in the subject field, with a minimum of \$2,010.

Increase in subsequent years for the term of this agreement as per Appendix A.

6.2 To all teachers teaching at more than one school, where the buildings are separated by at least 1.0 kilometre, and where the schools are not located on the same campus, an annual expense allowance shall be paid as follows: \$1,000 (with no grid increase)

To all teachers teaching at more than one school located on the same campus, an annual allowance shall be paid as follows: \$531 at February 1, 2007

7. Application of Salary Schedule and Payment of Salary

7.1 In order to establish an entitlement to salary and additional allowances as provided by 4.2, 4.4 and 4.5, the teacher shall be responsible for supplying the associate superintendent (human resources) not later than December 1 with:

- (a) A statement of qualifications from the Teacher Qualifications Service or any other service authorized by the Teacher Salary Qualifications Board.
- (b) A statement regarding length of teaching experience from previous employers or a statutory declaration from the teacher.
- (c) Evidence, through provisions of the original journeyman's certificate which is then photocopied by the Board and returned to the teacher, of a valid journeyman certificate under clause 4.5 of this agreement.
- (d) Written proof, from the teacher's previous third party employers, specifying the length of industrial trade experience, as defined in clause 4.5.1, such experience to have been served while holding a valid journeyman certificate for the area in which the teacher will be teaching or, in the case of self-employment, of filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.

7.1.1 A teacher engaged after the first day of the school year shall furnish such information and proof within three months of commencing service with the Board.

7.1.2 If a teacher submits such proof after the designated date (under 7.1 and/or 7.1.1) any adjustments in salary shall take effect from the first of the month next following the month of submission unless the delay of the submission of proof is beyond the control of the teacher in which case payment will be retroactive to the beginning of the school year or commencement of employment.

7.1.3 For the months of August, September, October and November, any teacher supplying to the associate superintendent (human resources) evidence of having completed a bachelor of education degree and possessing a valid Alberta teaching certificate will be paid a minimum of four years of teacher education.

7.1.4 As of December 1 or three months after commencing service with the Board and continuing until any adjustment of salary shall take effect as per clause 7.1.2, a teacher who has not submitted proof of education as per clause 7.1 and 7.1.1 will be paid a minimum of four years of teacher education.

7.1.5 Notwithstanding clause 7.1.4, a teacher who has less than four years of teacher education will be paid at four years of teacher education and zero years of experience.

7.2 A teacher holding a letter of authority shall not, until he submits proof of holding a permanent Alberta teaching certificate, receive increments for more than three years of teaching experience, provided always that no teacher holding a letter of authority and currently on staff shall receive less salary than he/she received under the immediately preceding agreement.

7.3 For the purpose of filling a specialized teaching position and/or a specialized supervisory position, the Board may, at its discretion in the interests of the educational system, from time to time engage a teacher at a salary step higher than provided by the salary scale in the terms of this agreement for his/her experience, although not higher than the maximum provided for a teacher of his/her teacher education as evaluated under clause 4.2 and 7.1 (a). In such case the Board shall, without delay, notify the chair of the economic policy committee of the Elk Island Public Schools bargaining unit.

7.4 A teacher shall, for the purposes of placement on the salary grid, be deemed to have earned an additional year of teaching experience upon a teacher having rendered active service with the Board for not less than the equivalent of 130 days of active service. The additional teaching experience earned hereunder shall not be credited to a teacher until the commencement of the next school year or the first day of February in that school year, whichever date occurs first, after a teacher is deemed to have earned an additional year of teaching experience. In the event that a teacher has rendered more than 130 days of active service since being credited with their last increment, a teacher shall not be entitled to apply any days of active service in excess of 130 days to the earning of an additional increment. A teacher who meets the experience eligibility requirements shall be entitled to only one experience increment per school year.

7.4.1 A teacher requesting that the Board recognize experience earned with a previous Board shall provide to the Board written confirmation from the previous Board certifying that:

- (a) The experience was earned while the teacher was in possession of a valid teaching certificate, and
- (b) The position held while earning the experience was one that required a valid teaching certificate.

This written confirmation shall be signed by the designated officer of the previous board or institution. The written confirmation shall establish the teacher's placement on the salary grid and shall certify the experience which would have been recognized by the previous board had the teacher remained in active duty with that board.

7.4.2 At the discretion of the Board, teaching experience earned with a previous Board which has not been recognized by the previous Board may be recognized by the Board as partial fulfillment of the number of days of active service required to be rendered by a teacher with the Board in earning an additional year of teaching experience.

7.4.3 For the purpose of clauses in this section, teaching experience shall include the following:

- (a) Days under contract (continuing, probationary, interim and temporary) to a Board in a position which requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods.
- (b) Days taught for the Alberta Distance Learning Centre.
- (c) Days taught in a post-secondary institution following teacher certification.

"Active service" where used in this article shall mean operational days.

7.4.4 For the purpose of clauses in this section, teaching experience shall include substitute days effective September 1, 1996.

7.5 All teachers shall be paid by direct deposit. Teachers under contract shall be paid in accordance with the following schedule:

The Board shall initiate the direct deposit to the teacher's designated banking institution of one-twelfth of the annual salary on the second last operational day of each month from September to June. The July and August salary payments shall be deposited on the second last banking day of the respective months.

Substitute teachers shall be paid on the second last operational day of each month worked.

7.5.1 The Board will be relieved of obligation in 7.5 in the event of circumstances beyond its control.

7.6 From September 1, 2007, the payment of day-to-day substitute teachers shall be \$173 per day inclusive of vacation pay. Payment to a substitute teacher for a half-day assignment shall be \$95 per half day inclusive of vacation pay.

Increase in subsequent years for the term of this agreement as per Appendix A.

7.6.1 Long term (five days or more consecutive days of instruction) substitutes in Elk Island Public Schools shall be paid 1/200 of their grid salary beginning on the third day providing the assignment is for five days or longer for the same teacher. If there is an interruption of service provided by the substitute teacher of less than one full day, the service will still be deemed to be consecutive days.

8. Medical Leave

8.1 In the first year of service with the Board a teacher shall be entitled to sick leave to a total of 20 teaching days, three of which may be used to care for the teacher's sick child, parent or spouse.

8.2 During the second and subsequent years of service, annual sick leave for 90 calendar days with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Five of these days, which fall on school days within a school year, may be used to care for the teacher's sick child, parent or spouse.

8.3 A teacher who has more than one year of service and has been absent due to medical disability shall, upon return to his/her full-time duty, be entitled to an additional sick leave benefit of 90 calendar days. Prior to such return, the teacher may be required to provide at the request of the superintendent, a medical certificate from a physician designated by the Board stating that the teacher is medically able to resume service.

A teacher on disability leave who returns to work for less than six months and goes back on sick leave for the same illness will reapply for Extended Disability Benefits, as administered by ASEBP.

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

(a) Where the absence is for a period of four days or less, a declaration, on a form to be provided by the Board.

(b) Where the absence is for a period of more than four days, a certificate signed by a qualified medical or dental practitioner. This certificate shall be submitted within 15 calendar days of return to full-time duty. If the absence occurs after June 15, the certificate shall be submitted by June 30. Non-compliance shall result in loss of salary for the days absent in excess of the initial four days.

(c) Where a teacher has been absent for 10 or more teaching days and prior to return to work, a medical statement, if requested by the Board, that the teacher is fit to return to work or a statement of the restrictions to be accommodated.

(d) Where the absence extends for a period of over one month or greater, a further medical certificate, if requested by the Board, every 30 days for the duration of the absence.

(e) When the Board requires a teacher to have an Independent Medical Examination (IME) by a qualified medical or dental practitioner designated by the Board, all reasonable out-of-pocket expenses incurred by the teacher will be reimbursed by the Board as per Policy DLC (Employee Business Expense Reimbursements).

(f) Costs of medical certificates, if requested by the Board after 30 days of absence, will be paid for by the Board.

9. Professional Development

9.1 Teachers with three or more years of service with the Board may be granted leave of absence for a period of one year to advance the academic or professional competence of the teacher.

9.2 A teacher eligible for leave of absence for the purpose of study shall receive:

- (a) 70 per cent of salary plus continuation of employer contribution to benefits, or
- (b) minimum salary on grid per category of teacher education plus continuation of employer contribution to benefits, whichever is the greater of (a) or (b).

The allowance payable shall be made in equal monthly instalments on or before the second last operational day of each month.

9.2.1 The Board favors the principle of granting three leaves per year.

9.3 Professional development leave, as in 9.1 and 9.2, shall be granted at the sole discretion of the Board. Other professional development leaves, without pay, may be granted at the discretion of the Board.

9.4 A teacher who is granted leave under clause 9.1 shall, as a condition, give an undertaking to serve the Board in some educational capacity for a period of two years following return from such leave or if the leave is less than one year, a period of up to 24 months determined by multiplying each month of leave by two.

9.5 The Board will pay, effective September 1, 2007, \$165,000, effective September 1, 2008 and September 1, 2009, \$193,000, September 1, 2010 and September 1, 2011, \$200,000, on the first operational day of each year into a professional development fund of the ATA. Funds will be administered by the local ATA with reconciliation of the fund and teacher participation submitted to the superintendent or designate January 31 and June 30. Any monies that remain in the fund at the end of the school year will be carried forward to the next school year.

10. Compassionate Leave of Absence

10.1 Leave necessitated by the critical illness or death of a spouse or child shall be granted with full salary as follows:

10.1.1 Up to and including five school days for critical illness.

In the event of a dispute concerning the interpretation and/or application of "critical illness" the judgment of the attending physician shall be held as final. Such certificate shall be presented within 30 days of notification of dispute.

10.1.2 Leave granted under clause 10.1.1 will terminate in the event of death of the spouse or child and the teacher will then be eligible for leave under clause 10.1.3.

10.1.3 Up to and including 10 school days for death.

10.1.4 The days of absence referred to in clauses 10.1.1 and 10.1.3 must be taken during the time of the actual occurrence of the critical illness or death.

10.2 Leave necessitated by the critical illness or death of a parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, grandchild or relative who is a member of the teacher's household shall be granted with full salary as follows:

10.2.1 Up to and including five school days for critical illness.

In the event of a dispute concerning the interpretation and/or application of "critical illness" the judgment of the attending physician shall be held as final. Such certificate shall be presented within 30 days of notification of dispute.

10.2.2 Leave granted under clause 10.2.1 will terminate in the event of death of the relative and the teacher will then be eligible for leave under clause 10.2.3.

10.2.3 Up to and including five school days for death.

10.2.4 The days of absence referred to in clauses 10.2.1 and 10.2.3 must be taken during the time of the actual occurrence of the critical illness or death.

10.2.5 Additional compassionate leave of absence, with full salary or with full salary less the cost of a substitute, due to unusual circumstances may be granted at the sole discretion of the Board, or its delegates, upon application by the teacher.

10.3 Temporary leave of absence for one full day with full salary shall be granted to attend the funeral of a grandparent, brother-in-law or sister-in-law if the funeral is on a school day.

10.4 Where travel is necessary, the normal commercial traveling time will be added to the leave.

10.5 A teacher serving as a pallbearer, eulogist, unpaid soloist or unpaid accompanist shall be granted leave with full salary for up to one day once per

school year.

11. Maternity/Parental Leave

11.1 Teachers are entitled to maternity and parental leave.

11.2 The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Board, in writing of her leave requirements six weeks in advance of the first day of the leave. The notification shall include the following information:

- (a) A medical certificate certifying pregnancy and expected date of delivery; and
- (b) The start date of the leave.

The commencement of such leave of absence shall be no later than the date of birth.

11.3 Combined maternity/parental leaves shall be up to 12 months. At the request of the teacher, the leave may be extended for personal reasons for up to an additional 12 months at the discretion of the Board.

11.4 The teacher shall provide the Board no less than four weeks notice, in writing, of the intended return date. Consideration shall be given to reporting periods and the natural breaks in the school year. The Board may require the teacher to provide a medical certificate before returning to active service (as in clause 8.3).

11.5 When a maternity leave is terminated on or before the 18 weeks or when a combined maternity/parental leave concludes within a school year, the teacher shall return to her former school or location. Leaves that are longer than 18 weeks and that span more than one school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The Board shall reinstate the teacher into the same position or work of a comparable nature.

11.6 A teacher unable to perform her duties for reasons associated with her pregnancy prior to 10 weeks before the expected date of delivery shall access medical leave until such time as she is eligible for extended disability benefit.

11.7 Supplemental Unemployment Benefit Plan

(a) The Employer shall implement a supplementary unemployment benefit (SUB) plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with 100 per cent of her normal weekly earnings during the eight weeks following the date of delivery.

(b) To the extent that the teacher has sick leave days available, the SUB plan will be paid for up to 13 weeks following the date of delivery provided the teacher qualifies for employment insurance benefits. After 90 consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB plan payments shall cease.

(c) For the duration of the health related portion of the maternity leave, the Employer shall continue to pay the employer's portion of the teacher's benefit plan premiums specified in clause 13.

(d) This is not intended to prejudice the teacher's rights to access benefits under this collective agreement which may be available prior to the delivery date.

(e) This clause shall have effect June 1, 2005.

11.8 A teacher is entitled to temporary leave of absence with full salary for not more than two calendar days for the birth or adoption of a child.

11.9 For purposes of adoption, leave of absence shall be given without salary or benefits for a period of not more than 37 weeks.

11.10 Extensions for adoption leave are granted for up to 12 months. Leave in excess of 18 weeks shall be deemed to be leave for personal reasons as described in clause 12.1. When an adoptive leave is terminated on or before the 18 weeks or when the extended personal leave concludes within a school year, the teacher shall return to the former school or location. Leaves that are longer than 18 weeks and that span more than one school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The Board shall reinstate the teacher to the same position or work of a comparable nature.

11.11 For adoption and parental leaves, the teacher shall provide the Board no less than four weeks notice, in writing, of the intended return date. Consideration shall be given to reporting periods and natural breaks in the school year.

11.12 The Board maternity/parental provisions will always meet the standards established by federal legislation and/or regulations.

11.13 Parental leave will be for a period up to 37 weeks. It may be accessed by either or both parents.

11.14 The Board shall not terminate the employment of or lay off a teacher who:

- (a) has commenced maternity leave; or
- (b) is entitled to or has commenced parental leave.

12. Other Leaves of Absence

12.1 Reasonable requests for leave of absence will be granted for:

- (a) Professional activities
- (b) Community activities
- (c) Personal reasons
- (d) Other reasons.

Leave of absence granted above will be at one of:

1. Full salary and benefits
2. Full salary and benefits less the cost of a substitute
3. Full salary and benefits subject to recovery from a third party
4. Without salary, with benefits
5. Without salary and without benefits

Application to the Board or its delegates, for leave with pay shall be made prior to the leave being granted in all cases excepting emergency where such applications may be made within 30 days subsequent to the leave. Designated school calendar breaks (Spring, Summer, Fall and Christmas) will not be extended except at the discretion of the Board.

12.2 Leave for personal reasons under 12.1 (c) shall be leave without salary and without benefits.

12.3 Leave for teachers shall be granted for not more than three days per school year for private business which could not otherwise be conducted outside of regular school hours. Effective September 1, 2008, two of these days will be at full salary and benefits less 50 per cent of the cost of a substitute. The third day will be leave at full salary and benefits less the cost of a substitute (as stated in clause 7.6). The cost of a substitute will be charged only if a substitute is required. Designated summer calendar break will not be extended except at the discretion of the Board.

13. Insurance Programs

13.1 Coverage for plans provided in this clause shall be through the Alberta School Employee Benefit Plan, where applicable or any other plan which is mutually agreed by both the Board and the Association. The Board shall contribute: effective September 1, 2007, 91 per cent; effective September 1, 2008, 93 per cent; effective September 1, 2009, 94 per cent; effective September 1, 2010, 95 per cent; effective September 1, 2011, 96 per cent of the total required benefit premiums for group insurance programs in which the teachers participate, including Alberta Health Care premiums for those teachers enrolled. The Board shall arrange cost sharing of premiums in clauses 13.1 to 13.7 in such a fashion as to minimize taxable benefits to teachers.

13.2 In accordance with the provisions in clause 13.1, the Board shall contribute toward the premium cost of each participating teacher for Alberta School Employee Benefit Plan (Life, Accidental Death and Dismemberment Schedule 2A and Extended Disability Plan D1). All teachers appointed to staff September 1, 1975 and thereafter shall be members of these plans as a condition of employment.

13.2.1 Notwithstanding clause 13.2, where a teacher is in receipt of a pension under the Alberta Teachers Retirement Fund and participates in the Alberta School Employee Benefit Early Retiree package of group insurance, the teacher shall elect whether to participate in the Board's package of group insurance plans or to remain in the Alberta School Employee Benefit Plan's package of group insurance plans.

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

13.4 In accordance with the provisions in clause 13.1, the Board shall contribute toward the premium cost of each participating teacher for the following Alberta School Employee Benefit Plans:

Extended Health Care Plan 1
Dental Care Plan 3C
Vision Care Plan 1; Plan 2 (effective September 1, 2008).

13.5 The Board shall deduct from the monthly salary of each teacher an amount equal to the teacher's share of total required premiums for group insurance plans in which the teacher participates and shall remit payments for premiums to the appropriate companies.

13.6 All contributions by the employer towards the cost of the insurance programs included in clause 13 shall be maintained only during the two years from the date a teacher is in receipt of extended disability benefits. During this two year period, teachers are required to provide their share of the payment to Elk Island Public Schools through automatic direct debit.

13.7 Teachers on Board approved leaves may apply to continue their participation in the group insurance plans. Such participation shall be on the basis of the teacher paying the total premium costs involved and subject to any eligibility restrictions in the plans which may exist.

13.8 Teachers approved to extend their benefit coverage while on leave of absence shall arrange payment of benefits by automatic direct debit.

13.9 Effective March 1, 2006 the Board will establish, through a carrier of the Board's choice, for each eligible teacher, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five months duration. Effective September 1, 2007, the Board will contribute annually \$550 per eligible teacher. Effective September 1, 2008, the Board will contribute annually \$600 per eligible teacher. Effective September 1, 2009, the Board will contribute annually \$650 per eligible teacher. Effective September 1, 2010, the Board will contribute annually \$700 per eligible teacher. Effective September 1, 2011, the Board will contribute annually \$750 per eligible teacher. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

14. Conditions of Service

14.1 In each school the principal shall allocate instructional time and other duties of teachers, in consultation with staff.

14.2 Teachers will not be required to render service for more than 200 days commencing the opening day of school in each school year exclusive of vacation periods, weekends and holidays.

14.2.1 A teacher who agrees to render service during the vacation periods, at the written request of the superintendent, shall be paid 1/200 of his/her total annual grid salary for each day of work, but for advertised projects may accept the established rate of pay.

14.3 Notwithstanding the preceding clause, administrators shall be responsible to organize their schools in order that the same are ready and able to operate.

15. Continuing Education

15.1 Effective September 1, 2007, a teacher employed on an hourly basis to provide instruction in credit courses and other courses described in the program of studies offered through the Board's Continuing Education Program shall be paid at an hourly rate of \$47 per hour inclusive of general holiday pay.

Increase in subsequent years for the term of this Agreement as per Appendix A.

15.2 The remaining terms and conditions of the collective agreement, except clause 16, grievance procedure, shall not be applicable to a teacher employed solely on an hourly basis to provide instruction in credit courses and other courses described in the program of studies, except in those circumstances where the teacher otherwise provides teaching services to the Board through a contract of employment on other than an hourly basis.

15.3 The numbers of hours of service to be provided by a teacher on an hourly basis shall be as agreed to in writing between the teacher and the Board prior to commencement of the course, with the Board maintaining sole discretion to determine the number of required hours of service for each particular course.

15.4 Teachers employed on an hourly basis to provide instruction in credit courses and other courses described in the program of studies shall be paid by direct deposit on the second last operational day of each month.

16. Grievance Procedure

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

16.1.1 (a) Such a difference (hereinafter called "a grievance") shall first be submitted in writing to the superintendent or designate, and to the Local economic policy committee of the Association as the case may be. Such written submission shall be made within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this collective agreement which it is alleged have been violated and the remedy sought.

(b) Both the employee and the employer or their representatives, shall meet to resolve the dispute within 10 days of the receipt of the grievance notice.

(c) In the event that the grievance concerns matters of salary, the Board agrees to provide relevant payroll records if requested by the grievor or his representative.

16.2 In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have elapsed from the expiration of the aforesaid 15 days time period, the grievance shall be referred in writing to the grievance committee. Such grievance committee shall be composed of two representatives of the Board and two representatives of the Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

16.2.1 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the date of the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

16.2.2 No meeting of the grievance committee shall be held during normal teaching hours except by the unanimous consent of the grievance committee.

16.3 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman, either party may request the director as defined in the *Labour Relations Code* to make the necessary appointment.

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

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

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

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

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

16.7 All of the aforesaid time limits referred to in the grievance procedures shall be exclusive of Saturdays, Sundays, statutory holidays and school holidays excepting school holidays in July and August if required to complete a grievance already started. With the consent of all parties involved, a grievance procedure may be delayed until after the summer break.

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

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

17. The parties agree to the continuation of the teacher board consultation committee.

18. All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.

APPENDIX A

To the Agreement between Elk Island Public Schools and The Alberta Teachers' Association

As a result of the November 15, 2007 Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association, the following is inserted and included in the collective agreement:

Section 1

Commencing September 1, 2008, the following clauses of the collective agreement between Elk Island Public Schools and the Alberta Teachers' Association will be adjusted in accordance with Section 2 of this Appendix:

4.4 Salary grid

5.1.1 Principal allowance

5.1.2 Assistant principal allowance

6.1.1 Additional allowances

7.6 Day by day substitute teachers per day and per half day

15.1 Continuing education

Section 2

For the years subsequent to 2007/08, for the term of this collective agreement, salary increases, allowances and other dollar rates of pay shall be calculated as follows:

The increase for September 1, 2008, will be calculated by comparing the average of earnings for Alberta from January 1, 2007 to December 31, 2007, to the average of earnings for Alberta from January 1, 2006 to December 31, 2006, in accordance with Appendix B* of the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association of November 15, 2007.

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

Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association of November 15, 2007.

APPENDIX B*

ALBERTA AVERAGE WEEKLY EARNINGS

The increase for September 1, 2008, will be calculated by comparing the average of earnings for Alberta from January 1, 2007 to December 31, 2007, to the average of earnings for Alberta from January 1, 2006 to December 31, 2006, and so forth for each subsequent year.

*The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026).

LETTERS OF INTENT

Committee to discuss provisions available to principals and assistant principals:

The Employer and the Alberta Teachers' Association agree to establish a committee for the purpose of discussing the provisions available to principals and assistant principals to enter into mutually agreed contracts with the superintendent of schools for less than a full FTE, such as, but not limited to, the ability to job share, take education leaves and other part-time arrangements, with corresponding allowances. The committee will be made up of representatives selected by the respective parties and will meet at least once by December 1, 2008. Discussion will take place on a basis determined by the committee. The committee will complete its work and report its findings and/or its recommendations, if any, by August 31, 2009 to the respective parties.

Voluntary participation in extracurricular activities:

The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

Committee established to consider the right of the grievor and Board Administration during the grievance procedure:

A committee will be established, effective on ratification, to review and consider the concept where, during the grievance procedure, as identified in Clause 16.2, the grievor (and/or representative of the grievor) and the Board Administration would both have the right to attend the meeting of the Grievance Committee and make representation, but not be part of the deliberations.

LETTER OF UNDERSTANDING

The parties understand and intend that the changes in salaries, rates of pay, allowances and substitute pay referenced in this Collective Agreement, effective on September 1 of each of 2007, 2008, 2009, 2010 and 2011, are exactly the same as those intended by the Province of Alberta and the ATA stated in their November 15, 2007 Memorandum of Agreement. In the event of conflict between the interpretation of the November 15, 2007 Memorandum and this Collective Agreement regarding the changes to salaries, rates of pay, allowances and substitute pay, the terms of the November 15, 2007 Memorandum shall govern and take precedence. However, disputes concerning the interpretation, application or operation of the provisions of the Collective Agreement are to be addressed through the grievance and arbitration process of the Collective Agreement.