

Golden Hills School Division No 75

This agreement made this 28 day of October, 2008 AD, pursuant to the *School Act* and the *Labour Relations Code*.

Between the Golden Hills School Division No 75 (hereinafter called the "Board") of the first part and the Alberta Teachers' Association (hereinafter called the "Association") of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Board; and

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

Whereas the parties desire that these matters be set forth in an agreement concerning terms of employment of the said teachers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants and promises made by and between the parties agree as follows:

Article 1 - Scope of Agreement

1.1 This agreement applies to all employees of the Board other than superintendent of schools, assistant superintendent(s) or superintendent(s) who, as a condition of their employment, must possess a valid teaching certificate issued under the authority of the Province of Alberta, herein collectively called "the teachers" or where the context requires, "the teacher."

Article 2 - Term

2.1 This agreement takes effect September 1, 2005, and terminates on August 31, 2012. Either party may give to the other party written notice of its intention to terminate this agreement, a notice in writing of its intention to commence collective bargaining. Between the parties there shall be an exchange of the proposals, each containing particulars of all amendments sought. Negotiations shall continue until the items contained in the two lists combined, unless agreed to by mutual consent. The first meeting shall occur not later than 30 days after the party receives notice of intention to begin collective bargaining.

2.2 The Board shall make available in each school sufficient true copies of the collective agreement for each teacher. Upon request, a copy shall be given to a teacher.

Article 3 - Salaries

3.1 The Board shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All salaries shall be paid annually on or before September 1st of each year unless specifically stated otherwise.

3.2 The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall be used to determine the basic salary of each teacher employed by the Board. The salary schedule is contained in Appendix A.

3.2.1 Effective March 1, 2003, Step 0 will be abolished and Step 1 will become a combined step renamed "Step 0 and 1". (The roll-up method identified by the Arbitration Tribunal that this combined step "Step 3 and 4" in the 2005-06 school year, and "Step 5 and 6" in the 2007-08 school year, etc.)

Grid Restructuring - Roll-up Step 0 to 1 (11 step grid to 10 step grid)										
2001	2003	2003	2004	2005	2006	2007	2008	2009	2010	2011
0	Mar	Sept	Sept	Sept	Sept	Sept	Sept	Sept	Sept	Sept
1	0-1	0	0	0	0	0	0	0	0	0
2	2	1-2	1	1	1	1	1	1	1	1
3	3	3	2-3	2	2	2	2	2	2	2
4	4	4	4	3-4	3	3	3	3	3	3
5	5	5	5	5	4-5	4	4	4	4	4
6	6	6	6	6	6	5-6	5	5	5	5
7	7	7	7	7	7	7	6-7	6	6	6
8	8	8	8	8	8	8	8	7-8	7	7
9	9	9	9	9	9	9	9	9	8-9	8
10	10	10	10	10	10	10	10	10	10	9-10
11	11	11	11	11	11	11	11	11	11	11

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3.3 The monthly salary for each teacher shall be 1/12 part of the salary in effect.

3.3.1 A teacher's salary, normally paid in July and August, shall be paid on June 30 provided the teacher has submitted such no later than the last school day prior to May 31.

3.3.2 The teacher's salary shall be paid to teachers on the 25 day of each month, with the exception of December (Christmas) or April (Easter Break) where teacher's salary will be paid on the last instructional day of the month. If the 25 day falls on a weekend, it shall be delivered on the preceding Friday. A payday schedule will be forwarded to each school early in the school year. It is the employer's responsibility to provide the required information (Bank, Bank Transit Number and Personal Bank Account Number) in order to receive the electronic deposit.

3.4 A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the full salary schedule entitlement which corresponds to the fraction of time taught.

Article 4 - Additional Allowances

4.0 In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule. The amount of the allowance will be determined by population for each school, and allowances will be paid based on that rate.

4.1 Principals shall be paid 14 per cent of his or her position on the grid, plus per student:

Rate	Effective Sept 1, 2005	Effective Sept 1, 2006	Effective Sept 1, 2007	Effective Sept 1, 2008
per Student				
0-100 students	\$16.25	\$16.81	\$17.31	\$18.10
101-200 students	\$18.60	\$19.97	\$20.57	\$21.50
201-300 students	\$20.50	\$21.09	\$21.72	\$22.71
301-400 students	\$19.96	\$20.99	\$21.62	\$22.60
401-500 students	\$19.13	\$19.88	\$20.48	\$21.40
501-600 students	\$18.63	\$19.48	\$20.06	\$20.97
601-700 students	\$18.04	\$18.93	\$19.50	\$20.38
701-800 plus	\$17.39	\$18.18	\$18.73	\$19.57

For the term of September 1, 2009 to August 31, 2012, the principal's rate per student allowance will be adjusted on the same percentage increases as are applied to the salary grid.

4.2 Associate principals shall be paid 7 per cent of his or her position on the grid, plus per student:

Rate	Effective Sept 1, 2005	Effective Sept 1, 2006	Effective Sept 1, 2007	Effective Sept 1, 2008
per Student				
0-100 students	\$8.13	\$8.41	\$8.66	\$9.05
101-200 students	\$9.30	\$9.99	\$10.29	\$10.76
201-300 students	\$10.25	\$10.54	\$10.86	\$11.35
301-400 students	\$9.98	\$10.50	\$10.82	\$11.30
401-500 students	\$9.57	\$9.94	\$10.24	\$10.70
501-600 students	\$9.32	\$9.74	\$10.03	\$10.49
601-700 students	\$9.02	\$9.47	\$9.75	\$10.20
701-800 plus	\$8.70	\$9.09	\$9.36	\$9.79

For the term of September 1, 2009 to August 31, 2012, the associate principal's rate per student allowance will be adjusted on the same percentage increases as are applied to the salary grid.

4.2.1 When in the absence of the principal, the associate principal or other designee acts in the principal's place for a period of consecutive school days, the associate principal or other designee shall be designated as acting principal and shall receive a salary as per subclause 4.1 effective the fifth day and every consecutive day thereafter of the period during which he or she is so designated.

4.2.2 In schools where there is no associate principal, a teacher shall be designated acting principal and will be paid in accordance with the salary schedule for principals.

administration allowance formula specified in article 4.1 effective the fifth consecutive day of the principal's absence and prorated the service so rendered. In addition, the teacher so designated shall receive an allowance equal to \$1 per pupil as determined September 30. The allowance shall be paid once annually and shall be included on the June cheque. This article does not apply

4.3 Teachers designated by the Board as department heads, program directors and supervisory personnel shall, in addition to the grid, be paid 10 per cent of the fourth year minimum.

4.4 Teachers designated by the Board as educational consultants shall, in addition to their placement on the grid, be paid:

	Sept 1	Mar 1	Sept 1	Mar 1	Sept 1
Effective Date	2005	2006	2006	2007	2007
	\$8,795	\$8,870	\$9,047	\$9,137	\$9,411

For the term of September 1, 2009 to August 31, 2012, a teacher designated as educational consultant will have their allowance dates and by the same percentage increases as are applied to the salary grid.

An educational consultant who is employed on a part-time basis for the full school year or a portion thereof shall be paid that entitlement which corresponds to the fraction of time employed.

4.5 Payment of administrative allowances shall commence on the effective date of appointment.

4.6 The pupil count for all allowances to be as of September 30 in each school year and kindergarten students shall be counted as they are counted for grant purposes by Alberta Learning.

4.7 In a school having one teacher, that teacher shall not be subject to the provisions of article 4.1, but shall be paid an additional

	Sept 1	Mar 1	Sept 1	Mar 1	Sept 1
Effective Date	2005	2006	2006	2007	2007
	\$1,503	\$1,515	\$1,545	\$1,561	\$1,608

For the term of September 1, 2009 to August 31, 2012, in a school having only one teacher the teacher will have their allowance dates and by the same percentage increases as are applied to the salary grid.

Article 5 - Experience Increments

5.1 A year of teaching experience shall be earned by teachers performing required duties for at least 130 school days in the Board. Teaching experience earned by part-time teachers or by a teacher under temporary contract, may be accumulated within intervals. When a year of teaching experience has been accumulated by part-time teachers or by a teacher under temporary contract, not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year is applicable.

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

5.1.2 No teacher shall earn more than one experience increment in any one school year.

5.1.3 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of February 1.

5.1.4 Substitute teaching shall be counted as teaching experience for incremental purposes.

5.2 The Board shall only recognize complete years of previous teaching experience for salary purposes provided such previous experience was earned while employed by a board of trustees of a district, division or county board of education as defined in the *School Act* or a childhood services board operated under the guidelines of Alberta Learning.

5.2.1 Experience gained in jurisdictions outside the Province of Alberta, but within Canada and United States of America, or the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the Board.

5.3 The onus of substantiating previous teaching experience rests with the teacher.

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

5.3.2 If such evidence is submitted within 45 calendar days, salary shall be paid according to this experience effective the first day of the school year or the date of commencement of employment or February 1, whichever is applicable.

5.3.3 If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and salary shall be adjusted effective the beginning of the month following submission of the evidence.

5.3.4 Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of experience.

5.4 Vocational Teachers--The initial placement of vocational teachers shall be in accordance with the grid placement, plus the applicable increments for experience and education payments:

5.4.1 Teachers trained under the *Teacher and Vocational Trades Act* will receive additional placement of one increment for experience (as decided by the Board) in the teacher's vocational area.

5.4.2 Teachers trained outside or prior to the *Teacher and Vocational Trades Act* and employed to teach at least 50 per cent in vocational trades (as recognized by the Foundation Program Plan) or business education will receive half increments for each year of such experience is pertinent to their teaching field, as decided by the Board up to a maximum of five increments.

5.4.3 All increments combined shall be subject to the maximum for their categories of teacher training.

5.4.4 Teachers presently on staff may apply for re-evaluation under subsections 5.4.1, 5.4.2 and 5.4.3 above.

5.4.5 Vocational teachers who transfer to the academic teaching field shall not retain their additional placement on the salary schedule under subsections 5.4.1, 5.4.2, 5.4.3 and 5.4.4 above, unless the transfer is made at the request of the Board or its agent.

Article 6 - University Education

6.1 The Alberta Teachers' Association Teacher Qualifications Service shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by memorandum of understanding between the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 2, 2005.

6.2 Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall submit satisfactory proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 45 calendar days from the first day of the school year, February 1 or from the date of commencement of employment. If satisfactory proof is submitted within the 45 days, salary shall be adjusted retroactively to the applicable commencement of the school year or employment or February 1, on receipt of the statement of qualifications from TQS.

6.2.1 If satisfactory proof of having applied to TQS is not submitted within the 45 calendar days, salary shall be adjusted effective the first day of the month following the submission of satisfactory proof of qualifications provided such month is not July or August.

6.2.2 In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted effective the first day of the month following the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within 30 calendar days of the receipt of the TQS evaluation. Written proof of such an action by the teacher is required by the Board to substantiate a claim under these provisions.

6.2.3 If an appeal or re-evaluation is not launched by a teacher within the said 30 days, salary shall be adjusted effective the first day of the month following the submission of the result of the action by the teacher provided such month is not July or August.

6.3 Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.

Article 7 - Substitute Teachers

7.1 Substitute teachers shall be paid a per diem rate as follows including vacation pay.

	September 1, 2005	September 1, 2006	September 1, 2007	September 1, 2008

Effective Full Day Rate	\$153.00	\$175.50	\$180.77
Effective Half Day Rate	\$76.50	\$87.75	\$90.38

For the term of September 1, 2009 to August 31, 2012, substitute teacher per diem rates are to be adjusted on the same date as percentage increases as are applied to the salary grid.

7.2 A substitute teacher who teaches five or more consecutive days in the same teaching position shall be paid effective the first consecutive day thereafter a daily rate equivalent to 1/200 of his/her placement on the salary schedule.

Article 8 - Sick Leave

8.1 Sick leave benefits are sponsored by the Board and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability to the extent hereinafter provided.

8.2 (a) In the first year of employment with the Board, the teacher shall be entitled to statutory sick leave. Should sick leave entitlement be exhausted, any salary adjustment required shall be made on the last cheque issued to the teacher for the current year.

(b) During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

(c) A teacher who has more than one year of service and has been absent due to medical disability shall, upon return to full-time employment, be entitled to an additional sick leave benefit of 90 calendar days.

(d) For the purpose of this agreement, an interrupted illness for the same illness shall be counted as one illness.

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

(a) A statement, in a form approved by the Board, signed by the teacher substantiating the illness.

(b) At the request of the Board, a certificate from the teacher's attending medical or dental practitioner where the absence is in excess of three days.

(c) At the request of the Board or its designate, a certificate from a physician or dentist designated by the Board attesting to the illness claimed provided there is no cost to the teacher.

8.4 (a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them at the time of eligibility for benefit under the Alberta School Employee Benefit Plan.

(b) After 90 continuous calendar days of illness or medical disability, no further salary shall be paid.

8.5 Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay or is on a leave of absence.

8.6 In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, he/she shall be considered absent without pay and subject to disciplinary action.

8.7 When a teacher leaves the employ of the Board, all benefits contained under these provisions are cancelled.

Article 9 - Sabbatical Leave

9.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through a leave of absence program.

9.2 Sabbatical leave may be granted at the discretion of the Board.

9.3 The remuneration of a teacher granted sabbatical leave shall be determined by the difference between category four minimum salary rates in effect at the time the leave commences.

9.3.1 Sabbatical leave for the duration of a semester or trimester may be granted by the Board. Remuneration shall be calculated in accordance with article 9.3.

9.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of the leave. If the teacher shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher, for a period of one year after resuming duties.

9.5 Should a teacher, by mutual consent, resign or retire from the service of the Board before completing his/her two years of leave, repayment of sabbatical leave salary shall be made to the Board on a prorata basis. Teachers on extended disability leave shall be counted as a repayment period.

9.6 Experience increments will not be granted to teachers for the period of leave.

9.7 A teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions upon return to the school system at the conclusion of the leave provided the individual contract does not contravene the collective agreement.

9.8 For leaves commencing on or after September 1, applications must be made on or before the first of March.

9.9 The Board shall consider all applications before the 15 of March each year. All applicants shall be informed of the Board's decision by March 31 in each year.

Article 10 - Maternity Leave

10.1 Teachers are entitled to maternity leave without pay for a period not exceeding 18 weeks.

10.2 When possible, a teacher will notify the Board of her leave requirements three months in advance of the first day of leave and return from maternity leave shall be determined by the teacher. Notification of leave requirements shall be in writing. A medical certificate of pregnancy and expected date of delivery shall accompany such notification.

10.3 A teacher returning from maternity leave is entitled to a teaching position with the Board. Any teacher returning from maternity leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the Board, be offered a second year of employment.

10.4 The Board shall continue to contribute the Board's share of health plan premiums during the entire maternity leave while the teacher continues coverage.

10.5 A teacher who is absent from teaching duties for a health related reason due to pregnancy that is substantiated by a medical certificate indicating the expected duration of the medical condition and the expected date of next assessment, shall, in lieu of a medical certificate, accept supplementary unemployment benefits for the actual period of such medical condition pursuant to the medical certificate Supplementary Unemployment Benefits plan registered by the Board.

10.6 Maternity leave (other than the health related portion due to pregnancy defined in article 10.5) shall not be considered for the purpose of granting salary increments.

Parental Leave

10.7 Teachers are entitled to parental leave without pay for a period not exceeding 37 weeks.

10.8 Teachers entitled to parental leave shall notify the Board, in writing, of leave requirements three months in advance of the first opportunity to do so afterwards if the three month requirement cannot be met.

10.9 Only one parent of an adopted child or a newborn shall be entitled to parental leave at a time. When both parents are entitled to parental leave, the leave may be split between the parents..

10.10 A teacher returning from parental leave is entitled to a teaching position with the Board. Any teacher returning from parental leave who was employed on a probationary contract immediately prior to such leave may, at the discretion of the Board, be offered a second year of employment.

10.11 One day leave with pay shall be provided to a teacher to attend the adoption of his/her child.

10.12 The Board shall continue to contribute the Board's share of health plan premiums during the first eight weeks of parental leave of adoption where the teacher chooses to continue coverage.

10.13 Parental leave shall not be considered teaching experience for the purposes of granting salary increments.

10.14 Within the first year, return from parental leave shall occur when the teacher provides four weeks notice of intent to re-leave after the first year shall occur at the beginning of a school year or the beginning of a reporting period or at such other time by the teacher and the superintendent.

Extended Child Care Leave

10.15 Extended child care leave may be granted to a teacher without pay, allowances and other benefits of this agreement school year, following the period covered by maternity leave and/or parental leave:

(a) to provide care to the teacher's child less than two years of age; or

(b) to care for the teacher's adopted child less than three years of age or the teacher's adopted child who is identified as a spouse

10.16 The teacher shall, in consultation with the superintendent, determine the commencement date of the leave. This consent leave requirements shall occur three months in advance of the leave where possible, and in any event, at least one month prior of the leave.

10.17 A teacher requesting return prior to the expiry of the extended child care leave will be considered for appropriate vacant position.

10.18 Leave taken for the purpose of extended child care shall not be considered teaching experience for the purpose of granting salary increments.

10.19 Only one parent shall be granted extended child care leave under these provisions.

Article 11 - Leave of Absence for Other Purposes

11.0 Leave of absence shall be granted with pay under the following conditions:

11.1 (a) Up to three school days for the critical illness and five school days for the death of a teacher's spouse, son or daughter or parent of spouse;

(b) Up to three school days for critical illness and three school days for death of grandparent, grandchild, grandparent of spouse-in-law, son-in-law, daughter-in-law or other relative who is a member of the teacher's household.

(c) Up to one school day to attend to the medical needs of the teacher's child or spouse or for bereavement leave not covered above. The teacher shall reimburse the Board an amount equivalent to the cost of a substitute teacher.

(d) One day of paternal leave with pay shall be provided to a teacher occasioned by the birth of his child.

11.1.1 Those days referred to in article 11.1 may be extended at the discretion of the Board should additional time be required.

11.1.2 Before payment is made under article 11.1, the Board may require a medical certificate stating that critical illness was the cause of absence.

11.2 A teacher is entitled to leave of absence with pay for one day per calendar year to attend the teacher's own convocation examination related to the teacher's academic studies.

11.3 A teacher who, despite reasonable effort, is unable to travel to his/her school from his/her usual place of residence because of (a) weather, (b) impassable road conditions, or (c) failure of transportation facilities other than his/her own, is entitled to his/her salary for the absence so occasioned.

11.4 Leave of absence for salary negotiations shall be granted to any three teachers in the Golden Hills School Division. Notwithstanding, however, that the Board shall be reimbursed by the Alberta Teachers' Association for 1/200th of the teacher's salary for the leave, if the Alberta Teachers' Association initiates the negotiations meeting during the school day.

11.5 Additional leave of absence may be granted by the Board with or without pay.

11.6 The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been term

- (a) Compassionate Leave
- (b) Maternity Leave
- (c) Sabbatical or other special leaves of absence

11.7 Upon request to the principal, with two weeks notice where possible, a teacher shall be granted one day personal leave where circumstances put such a leave in conflict with the interests of the school. Upon request to the superintendent, with two weeks notice where possible, a principal shall be granted one day personal leave per school year except where circumstances put such leave in conflict with the interests of the school. In either case, this day shall not be used to extend a holiday period or long weekend, except at the discretion of the superintendent.

11.7.1 For any teacher under contract for 60 days or less in a school year, the provisions of clause 11.7 do not apply.

11.7.2 Any teacher under contract for 61 to 100 days in a school year shall be granted 1/2 day personal leave per school year.

11.7.3 Each teacher shall be entitled to accumulate unused personal leave to a maximum of five days, in addition to the current entitlement. Under no circumstances shall a teacher be approved for personal leave of more than five days of personal leave. The personal leave shall not conflict with the interests of the school.

11.8 Leave with pay shall be granted:

- (a) for jury duty or any summons related thereto;
- (b) to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.

11.8.1 The teacher shall reimburse the Board an amount equivalent to any witness or jury fee set by the court.

11.9 The Board shall be reimbursed 1/200 of the teacher's salary for each day a teacher is absent to participate in the grievance process. The teacher shall inform the secretary-treasurer of the Board regarding the appropriate billing procedure. If payment is not received by the date of billing, then the amount due shall be deducted from the teacher's salary.

Article 12 - Conditions of Professional Service

12.1 No teacher shall be required to render service for more than 200 days in a school year, exclusive of designated and stipulated days.

12.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of 200 days shall be paid at a rate of the teacher's total salary for each day the teacher is so employed in excess of 200 days.

12.1.2 Notwithstanding 12.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance assume the professional responsibility of having their units operational on the opening day of school each school term, semester or other year. In a like manner, all teachers shall accept the professional responsibility of completing all activities connected with school.

12.2 Programs operating outside of the school year will operate under separate contracts, and will not be considered part of the school year. See clauses 12.1, 12.1.1 and 12.1.2.

12.2.1 A teacher who is employed in accordance with clause 12.2 to provide such programs as instruction in credit courses, summer school, shall be paid for instructional hours effective the date of ratification at an hourly rate of \$50, inclusive of general expenses.

	September 1, 2005	September 1, 2006	September 1, 2007
Hourly Pay	\$50.00	\$50.00	\$50.00

For the term of September 1, 2009 to August 31, 2012, the per diem hourly rates are to be adjusted on the same dates and by the same percentage as the salary grid.

Article 13 - Transfers

13.1 The Board may transfer teachers subject to the following conditions:

- (a) A teacher shall not be transferred to another school within three calendar years of a previous involuntary transfer, unless the transfer is for the teacher's benefit.

(b) Teachers who are involuntarily transferred to another school shall be entitled to meet with the superintendent of schools to receive, in writing, the reasons for the transfer.

(c) When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher shall be entitled to three days of unassigned preparation time to prepare for the new assignment.

(d) The Board shall pay to a teacher who has been involuntarily transferred to another school the reasonable moving expenses of the teacher and the teacher's family as a result of said involuntary transfer.

(e) If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 13.1(a) above shall apply.

13.2 The Board shall pay to a teacher who has been transferred to another school, the reasonable moving expenses of the teacher and his/her family as a result of transfer when the transfer is made at the request of the Board.

Article 14 - Group Insurance

14.1 Participation in the plans is a condition of employment for all teachers who meet the requirements of the plan.

14.2 When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor the teacher's participation in such plans and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

14.3 The Board shall contribute toward the costs of the various premiums as follows:

(a) ASEBP Extended Disability Benefit, Plan D, Life and Accidental Death and Dismemberment Insurance, Plan 2 - 90 per cent of each teacher's monthly premium; Effective September 1, 2008, 91 per cent of each teacher's monthly premium; Effective September 1, 2009, 92 per cent of each teacher's monthly premium; Effective September 1, 2010, 93 per cent of each teacher's monthly premium.

(b) ASEBP Extended Health Care Plan 1 - 90 per cent of each teacher's monthly premium; Effective September 1, 2008, 91 per cent of each teacher's monthly premium; Effective September 1, 2009, 92 per cent of each teacher's monthly premium; Effective September 1, 2010, 93 per cent of each teacher's monthly premium.

(c) ASEBP Dental Care Plan 3 - 90 per cent of each teacher's monthly premium; Effective September 1, 2008, 91 per cent of each teacher's monthly premium; Effective September 1, 2009, 92 per cent of each teacher's monthly premium; Effective September 1, 2010, 93 per cent of each teacher's monthly premium.

(d) Alberta Health Care - 90 per cent of each teacher's monthly premium; Effective September 1, 2008, 91 per cent of each teacher's monthly premium; Effective September 1, 2009, 92 per cent of each teacher's monthly premium; Effective September 1, 2010, 93 per cent of each teacher's monthly premium.

(e) Alberta Vision Plan 3 - 90 per cent of each teacher's monthly premium; Effective September 1, 2008, 91 per cent of each teacher's monthly premium; Effective September 1, 2009, 92 per cent of each teacher's monthly premium; Effective September 1, 2010, 93 per cent of each teacher's monthly premium.

Provided that it is consistent with the provisions of the *Federal Income Tax Act*, the Board contributions under this article will be made in an advantageous manner for each teacher enrolled.

Board contributions will be applied in the following order:

ASEBP EHC
ASEBP Dental Care
ASEBP EDB
ASEBP Life and AD&D
ASEBP Vision Care
AHC.

14.4 Subject to the provisions of the master policies, all teachers appointed to the staff of the Board after the signing of this agreement shall be required to enroll in these ASEBP Plans and AHC. All teachers enrolled in the plans on the signing date of this agreement shall remain enrolled in the plans. A teacher may be exempted from participation in the extended health care plan, the dental plan and the vision plan upon submitting proof of participation in these or similar plans through the teacher's spouse.

14.5 Payments towards benefit plans by the Board shall permit it to retain and not pass on to teachers, any rebates of premium under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.

14.6 From the date teachers become eligible for disability benefits under the Alberta School Employee Benefit Plan, no further shall be paid by the Board for the period of that disability.

14.7 Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.

14.8 The Board shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of and shall remit payment for premiums to the appropriate companies.

14.9 Effective March 1, 2003, and notwithstanding clause 14.6, when a teacher participating in the ASEBP Early Retiree package on a temporary/interim contract by the Board, the teacher shall elect either the package of group insurance plans under article 14 or his/her Alberta School Employee Benefit Plan (ASEBP) Early Retiree package of group insurance plans.

14.10 Where an eligible teacher elects to remain on his/her ASEBP Early Retiree package of group insurance plans, the Board shall contribute the same premium contributions associated with the Teacher's Early Retiree package on the same percentage contribution as provided in the same proration method as provided in article 14.3.

14.11 Subject to the master plan as amended from time to time any teacher previously exempted under the 1993/95 collective agreement that exemption if desired.

14.12 The Board will establish, exclusive to teachers on contract with the Board and their dependents only, a Health Spending Account that adheres to Canada Revenue Agency (CRA) requirements.

Effective April 1, 2007, in the case of a teacher with a full-time equivalency of 0.5 or greater, the Board will contribute a maximum of \$250 per annum. Effective September 1, 2007, the maximum annual amount will increase to \$400 annually. Effective September 1, 2008, the maximum annual amount will increase to \$500. Effective September 1, 2009, the maximum annual amount will increase to \$600. Effective September 1, 2010, the maximum annual amount will increase to \$700. Effective September 1, 2011, the maximum annual amount will increase to \$800.

Effective April 1, 2007, in the case of a teacher with a full-time equivalency between 0.49 and 0.2, the Board will contribute a maximum of \$175 per annum. Effective September 1, 2007, this amount will increase to \$280. Effective September 1, 2008, the maximum annual amount will increase to \$350. Effective September 1, 2009, the maximum annual amount will increase to \$385. Effective September 1, 2010, the maximum annual amount will increase to \$420. Effective September 1, 2011, the maximum annual amount will increase to \$460.

Any unused balance from the plan year will be carried forward to the next plan year as allowed by CRA requirements. The balance shall be used by the end of the next plan year, or it will be lost.

Teachers leaving the employ of the Employer for any reason will automatically forfeit any unused balance in the teacher's Health Spending Account.

This account will be administered by the Alberta Employee Benefit Plan (ASEBP).

Where two teachers on a continuing contract wish to share one full-time teaching position, they may apply to the superintendent for delegated authority for a shared job assignment. Such application must be made no later than March 15 of the school year in which the job sharing is to take place.

Teachers, who after April 1, 2007, request to share a single position will share the Board's Health Spending Account in accordance with the full-time equivalency of the position based on each teacher's full-time equivalency.

Article 15 - General

15.1 Newly appointed teachers may be required to present a medical certificate of good health and evidence of teaching experience.

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

15.3 The Board retains all those residual rights of management not specifically limited by the terms of this agreement.

15.4 A teacher on a probationary contract shall be notified in writing by the superintendent or designate on or before June 5 of each year that the teacher will be offered a continuing contract.

Article 16 - Grievance Procedure

16.1 A "grievance" is defined as any difference between any employee covered by this agreement and the Board, or in a pr Local of the ATA and the Board, concerning the interpretation, application, operation or alleged violation of this agreement or dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform

16.1.1 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner. Compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance step. If the grievant fails to comply with all procedures, the grievance is at an end.

16.2 Step A--The grievance shall be in writing and must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances which gave rise to the grievance;
- (c) the remedy or correction the Board is requested to make;
- (d) the section(s) where the agreement is claimed to be violated.

Such written grievance shall be submitted to the secretary-treasurer of the Board and to the secretary of the ATA Local within following the date of the occurrence giving rise to the grievance or when the grievant first became aware of the occurrence giving

The Board or a committee of the Board and the grievant(s), with or without an ATA representative, shall meet within 15 teaching days to resolve the dispute. The Board shall have 15 teaching days in which to render its decision in writing.

16.3 Step B--In the event the grievance is not settled after the date of submission of the grievance in accordance with Step further 10 teaching days have elapsed from the time the written decision is received, the grievance shall be referred in writing to the secretary treasurer of the Golden Hills School Division No 75 and the chairman of the teachers' negotiating subcommittee. The committee shall be composed of two representatives of the Golden Hills School Division No 75 and two representatives of the Alberta Teachers' Association. The quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance decision in respect of the grievance within 21 teaching days following the receipt of the submission. If at least three of four of members reach a concurring decision as to the disposition of the grievance, that decision shall be final and binding.

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

16.5 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall endeavor to select an independent chairman.

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

16.7 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and cross-examine witnesses.

16.8 The arbitration board shall not change, modify or alter any of the terms of this agreement. All grievances or differences shall be an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to this agreement or that involves the determination of a subject matter not covered by, or arising from, the terms of this agreement.

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

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

16.11 Where any references in articles 16 to 16.9, inclusive, are to a period of days, such period shall be exclusive of Saturdays and Board declared holidays.

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

Article 17 - Special Needs Students

17.1 When a student with special needs is placed in a regular class setting, the teacher will:

- (a) be invited to participate in education related case conferences with personnel associated with the placement of the student;
- (b) have access to information that in the opinion of the Board or its designee is pertinent to the placement; and
- (c) be provided inservice training to meet the needs of the student provided the Board or its designee deem the training necessary.

DATE OF AGREEMENT

The parties hereto execute this agreement this 28 day of October, 2008 by affixing hereto the signatures of their proper officers.

APPENDIX A

Salary Grids

Effective September 1, 2005

Years of teaching experience	Years of University Education			
Step	Two	Three	Four	Five
0			45,599	48,160
1			48,265	50,828
2			50,930	53,500
3/4			53,597	56,174
5			56,260	58,845
6			58,924	61,516
7			61,591	64,190
8			64,256	66,861
9			66,922	69,531
10			69,591	72,206
11	48,675	54,634	72,253	74,875

Effective March 1, 2006

Years of teaching experience

Step	Years of University Education			
	Two	Three	Four	Five
0			45,984	48,566
1			48,672	51,256
2			51,359	53,951
3/4			54,049	56,648
5			56,734	59,341
6			59,421	62,035
7			62,110	64,731
8			64,798	67,425
9			67,486	70,118
10			70,177	72,815
11	49,086	55,095	72,862	75,506

Effective September 1, 2006

Years of teaching

experience	Years of University Education			
	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
<u>Step</u>				
0			46,903	49,538
1			49,646	52,281
2			52,386	55,030
3			55,130	57,781
4/5			57,869	60,528
6			60,610	63,276
7			63,352	66,025
8			66,094	68,773
9			68,836	71,520
10			71,581	74,271
11	50,068	56,197	74,319	77,017

Effective March 1, 2007

Years of teaching
experience

	Years of University Education			
	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
<u>Step</u>				
0			47,372	50,033
1			50,142	52,804
2			52,910	55,580
3			55,681	58,359
4/5			58,448	61,133
6			61,216	63,908
7			63,986	66,686
8			66,755	69,461
9			69,525	72,235
10			72,297	75,014
11	50,568	56,758	75,062	77,787

Effective September 1, 2007

Years of teaching
experience

	Years of University Education			
	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
<u>Step</u>				
0			48,793	51,534
1			51,646	54,388
2			54,497	57,247
3			57,351	60,110
4			60,201	62,967
5/6			63,052	65,825
7			65,906	68,687
8			68,758	71,545
9			71,611	74,402
10			74,466	77,264
11	52,085	58,461	77,314	80,121

For the school years 2008/2009 to 2011/2012, salary grid adjustments will be in accordance with the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers Association of November 15, 2007 as follows:

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

Effective September 1, 2008

Years of teaching

experience	Years of University Education			
	Two	Three	Four	Five
Step				
0			51,003	53,868
1			53,986	56,852
2			56,966	59,841
3			59,949	62,833
4			62,929	65,819
5			65,909	68,807
6/7			68,891	71,798
8			71,872	74,786
9			74,855	77,772
10			77,839	80,764
11	54,444	61,109	80,816	83,750

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

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

The Alberta Average Weekly Earnings* Index (AAWEI) percentage increase for September 1, 2011 will be calculated by comparing earnings for Alberta for January 1, 2010 to December 31, 2010 to the average of earnings for Alberta for January 1, 2009 to January 1, 2010, then applied to the salary grid in effect on August 31, 2011.

Note: If the AAWEI calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the next school year.

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