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Livingstone Range School Division No 68 (2007 - 2012)

This collective agreement is made in duplicate this __ day of _____, 2008, pursuant to the *School Act* and the *Labour Relations Code*.

Between The School Boards Employer Bargaining Authority ("the SBEBA") an employers' organization acting on behalf of the Livingstone Range School Division No 68 (hereinafter called "the Member Employer") of the first part and the Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter called "the Association") of the second part.

WHEREAS the Association is the bargaining agent for the teachers employed by the Member Employer, and

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and

WHEREAS the parties desire that these matters be set forth in a collective agreement to govern the terms of employment of the said teachers.

NOW, THEREFORE, THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, the parties agree as follows:

1. Article 1 - Application

1.1 This collective agreement applies to employees of the Member Employer, who as a condition of their continued employment must possess a valid teaching certificate issued under the authority of Alberta Education, the province of Alberta, herein collectively called the teachers or, where the context requires, teacher, except those designated as superintendent, assistant superintendent, associate superintendent, deputy superintendent and Director.

1.2 The salaries and the terms and conditions of the teachers' employment with the Member Employer are governed by the provisions of this collective agreement and any statutory provision relating thereto.

2. Article 2 - Term and Effective Date

2.1 This collective agreement shall, except where otherwise specified, take effect on September 1, 2007 and shall remain in full force and effect until August 31, 2012.

2.2 Either party may give to the other party 60 to 150 days prior to the termination of this collective agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new collective agreement. At the first meeting between the parties, both parties shall exchange details of all amendments sought. Negotiations shall be limited to the items contained in these documents unless changes are mutually agreed to.

3. Article 3 - Member Employer Prerogatives

3.1 The Member Employer hereby exclusively retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws of the Province of Alberta and shall be limited only by the specific and express terms of this collective agreement. The Member Employer must act in a fair, just and reasonable manner.

4. Article 4 - Salary

4.1 The following shall determine the placement on the salary schedule:

- (a) the number of years of teacher education in accordance with article 5.
- (b) the number of years of teaching experience in accordance with article 6.

4.2 The salary of a part-time teacher shall be calculated by determining the salary to which the teacher would be entitled to if the teacher were teaching on a full-time basis and applying to this amount the percentage that is equivalent to the actual time assigned the teacher by the Member Employer.

4.3 The following salary increases shall be provided in accordance with the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association of November 15, 2007.

Effective September 1, 2007 adjust the salary grid in effect on August 31, 2007 by 3 per cent (note the rates identified herein for salaries, substitute teacher rates and allowances already reflect this increase).

For the school years 2008/2009 to 2011/2012, salary grid adjustments will be as follows:

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

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

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

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

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school 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).

Salary schedule "A" is attached to and forms part of this collective agreement.

5. Article 5 - Teacher Education

5.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Teacher Qualifications Service in accordance with the policies established by the Teacher Salary Qualifications Board, established by memorandum of agreement among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 23, 1967.

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

5.3 A teacher commencing initial employment with the Member Employer, shall within 30 calendar days of the teacher's commencement date, submit to the Member Employer either a statement of qualifications from the Teacher Qualifications Service or evidence of having applied for issuing of such a statement.

5.4 A teacher claiming entitlement to additional teacher education for purposes of placement on the salary schedule in respect of an additional year or years of teacher education, shall within 30 calendar days of September 1 or February 1, submit to the Member Employer evidence of having applied to the Teacher Qualifications Service for a statement of qualifications evidencing the number of years of teacher education for which the Teacher Qualifications Service will grant recognition.

5.5 Until the teacher submits the statement of qualifications hereinbefore referred to, 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 certificate.

5.6 In the event that a teacher does not, within 30 calendar days of September 1 or February 1 or upon the commencement of active employment, supply evidence of having applied to the Teacher Qualifications Service for a statement of qualifications, any adjustment to the placement of the teacher on the salary schedule shall be made effective the first day of the month following the month in which the Member Employer receives the statement of qualifications (but excluding July and August) and such adjustment will not have any retroactive effect.

6. Article 6 - Teaching Experience

6.1 A teacher shall, for purposes of placement on the salary schedule, be deemed to have earned an additional year of teaching experience upon rendering service with the Member Employer for not less than the equivalent of 120 full days of service in a school year or 60 full days of service in a semester with two completed semesters equalling 120 days of full 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 first occurs, after a teacher is deemed to have earned an additional year of teaching experience. In the event that a teacher has rendered more than 120 full days of service since being credited with his/her last increment, a teacher shall not be entitled to apply any days of service in excess of 120 full days to the earning of an additional increment.

6.2 A teacher employed on a regular part-time basis, such that the equivalent of 120 full days of service cannot be accumulated in one school year or 60 full days in one semester, shall receive an additional year of teaching experience upon the completion of the equivalent of 120 full days of service. In the event that such a teacher has rendered more than the equivalent of 120 full days of service at the time an increment is credited, then such a teacher shall not be entitled to carry forward or apply any days of service in excess of 120 full days.

6.3 No teacher shall receive credit for teaching experience gained while the teacher was not holding a valid teaching certificate.

6.4 Substitute teaching shall not, under any circumstances, be used in calculating whether an additional year of teaching experience with the Member Employer has been earned.

6.5 Teaching experience obtained by a teacher prior to employment with the Member Employer shall be counted as if it has been teaching experience in schools under the Member Employer's jurisdiction provided that such prior teaching experience is documented by previous employer(s). Prior experience must be with a legally constituted school jurisdiction, as defined in the school acts of the various provinces of Canada or with a comparable school jurisdiction in the United States.

7. Article 7 - Vocational Teachers

7.1 Vocational school teachers who are teaching in a vocational trade may include the following as experience provided that it is documented and confirmed by previous employer(s).

(a) A vocational teacher is an employee offering instruction in any subject requiring teacher qualifications under the Technical and Vocational Training Agreement and its appendices.

(b) The Member Employer, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing the teacher on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that this placement shall not exceed the maximum step in the applicable category.

The minimum experience recognized shall be for the last five years of trade experience (or part thereof) plus 1/3 of all or any remaining trade experience.

(c) Vocational teachers receiving incremented payments pursuant to collective agreements prior to January 1, 1986 shall continue to

receive such payments.

7.2 Recognition of one year of education beyond the evaluation granted according to article 5 of this collective agreement may be given by the Member Employer to vocational teachers who possess the following qualifications which have not contributed to the evaluation under article 5: A certificate of proficiency in a designated trade (journeyman's certificate or master's ticket) recognized by the Alberta Apprenticeship Board provided the trade is related to the teacher's assignment.

8. Article 8 - Allowances

8.1 Principal Allowance – The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to his/her salary in article 4, each principal shall receive, monthly, an allowance equal to 1/12 of a minimum allowance of \$13,081 effective September 1, 2007 per school or an amount calculated according to the following schedule, whichever is the greater. In the case of teachers designated as the principal of a Hutterite Colony school, the minimum will not apply; the following calculation scale will apply. In all instances, this calculation will include the principal and assistant principal(s) (vice-principal(s)).

- 4.0 per cent of the fourth year minimum for each of the first five teachers,
- 2.0 per cent of the fourth year minimum for each of the next five teachers,
- 1.3 per cent of the fourth year minimum for each of the next five teachers,
- .90 per cent of the fourth year minimum for each of the next five teachers,
- .85 per cent of the fourth year minimum for each remaining teacher.

For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.

8.2 In addition to his/her salary in article 4, each assistant principal (vice-principal) shall receive 1/2 the allowance paid to the principal, except that where there is more than one vice-principal, assistant principal, team leader or other administrative support personnel in a school, a sum equal to the assistant principal's (vice-principal's) allowance shall be divided between them or among them in the ratio of their responsibilities.

(a) In a school where there is no assistant principal (vice-principal), a teacher shall be designated by the Member Employer to be acting principal in the absence of the principal and shall be paid an amount equivalent to 1/200 of 50 per cent of the principal's allowance for each full day of the principal's absence.

(b) When, in the absence of the principal, the assistant principal (vice-principal) or any other designee acts in his/her place for a period of five or more consecutive school days, the assistant principal (vice-principal) or designee shall receive an allowance of 1/200 of the principal's allowance as calculated in article 8.1 effective on the fifth day and for every consecutive school day thereafter until the return of the principal.

8.3 In a school where both the principal and assistant principal (vice-principal) are absent, a teacher shall be designated by the Member Employer to be acting principal and shall be paid an amount equivalent to 1/200 of 50 per cent of the principal's allowance for each full day of absence.

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

8.5 The supervisor and coordinator allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the salary under article 4, there shall be paid the following allowances, effective September 1, 2007, to designated personnel employed by the Member Employer.

(a) Supervisors	\$10,391
(b) Coordinators	\$4,986

8.6 The allowance paid to a teacher employed as a teacher on a Hutterite Colony is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the salary indicated elsewhere in this agreement, a teacher employed by the Member Employer as a teacher on a Hutterite Colony, shall be paid an allowance of \$823 effective September 1, 2007, with such allowance to be prorated if the teacher does not teach on the colony on either a full-time basis or for a complete school year.

8.7 It is the right of the Member Employer to create and fill administrative and supervisory positions provided that said positions are limited to those set out in article 8.5 and other articles of the collective agreement.

8.8 A principal or assistant principal (vice-principal) who is transferred by the Member Employer, without first voluntarily requesting a transfer, shall not be paid an administrative allowance that is less than they were receiving immediately previous to the transfer.

9. Article 9 - Substitute Teacher

9.1 A substitute teacher means a teacher employed on a day-to-day basis.

9.2 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Effective September 1, 2007, the rate of pay for substitute teachers shall be \$163.16 per diem including holiday pay. The one-half day rate shall be 50 per cent of the full-day rate. Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to placement on the salary grid subject to the terms of this collective agreement.

(a) A substitute teacher employed in a teaching position for more than four consecutive school days and who accepts a contract of employment with the Member Employer shall be paid effective the first day, according to his/her recognized placement on the salary schedule.

9.3 At the end of each school year, the Member Employer shall supply to a substitute, upon that teacher's request, the number of substitute teacher days taught by the teacher during that school year.

10. Article 10 - Payment

10.1 The Member Employer shall pay all the teachers monthly 1/12 of the salary in effect for that month as herein set forth and computed. For the purposes of this collective agreement, allowances shall be considered to be part of the salary.

10.2 Teachers under contract, except substitutes, shall be paid on or before the 28 day of the month.

10.3 All payments, except to substitute teachers, shall be made by direct deposit to the teacher's account based on information provided to the divisional office by the teacher.

11. Article 11 - Cumulative Sick Leave

11.1 In the first year of service with the Member Employer, a teacher shall be entitled to 20 school days of sick leave at full salary. During the second and subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.

11.2 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in article 11.1. Notwithstanding the above, after 20 school days of continuous absence in a teacher's first year of service, no further salary shall be paid. After 90 calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who, in his/her second or subsequent year of service returns to work after a continuous absence of 90 calendar days shall have his/her sick leave entitlement under article 11.1 reinstated.

11.3 When a teacher leaves the employ of the Member Employer, all accumulated sick leave shall be cancelled except as provided in article 11.3.1.

11.3.1 Notwithstanding article 11.3, in the case of a teacher who has had previous service with the Member Employer and re-enters its employ within 26 months of leaving and upon production of a medical certificate of good health, the sick leave accumulated, article 11.1, during the period of employment with the Member Employer shall be reinstated to the credit of the teacher.

11.4 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of four or more consecutive teaching days may be required to present a medical certificate within one month of commencing medical leave.

11.5 A teacher who is absent from school duties to obtain medical or dental treatment or because of accident, disability or sickness for a period of three consecutive teaching days or less, may be required to present a signed statement giving reasons for such absence.

11.6 A teacher may use up to three days of his/her sick leave per school year in order to care for his/her sick spouse, child or parent providing the other parent/step-parent is not available or is incapacitated.

12. Article 12 - Professional Leave

12.1 Professional leave shall mean leave of absence granted by the Member Employer on application by a teacher for the following reasons:

(a) Study approved by the Member Employer to upgrade a teacher's academic or professional status or for other reasons which are acceptable to the Member Employer.

12.2 A teacher who is granted professional leave shall give an undertaking in writing to return to his/her teaching duties following expiration of his/her leave and shall not resign from teaching service, other than by mutual agreement between the Member Employer and the teacher, for a period of at least two school years after resuming his/her duties. Should a teacher resign or retire from service of the Member Employer before completing his/her two years service following such leave, repayment of leave salary shall be made to the Member Employer on a prorata basis.

12.3 All applications for professional leave shall be submitted in writing to the Member Employer by February 1 preceding the school year in which the professional leave is to commence.

12.4 The Member Employer, after reviewing the application(s) for professional leave, may grant such professional leave. Those granted professional leave shall be so informed by March 15 preceding the school year in which the professional leave is to commence.

12.5 A teacher who is granted professional leave for a school year shall receive as salary \$18,000 during the year of his/her professional leave, payable in a manner agreed upon by both parties. For a semester of professional leave, payment as salary shall be \$9,000. A part-time teacher granted a professional leave shall receive the applicable salary herein on a prorata basis.

12.6 A teacher on professional leave shall be responsible for payment of benefit premiums.

12.7 Professional leave may be applied for after five years or during the fifth year of continuous service with the Member Employer.

12.8 Resumption of duties shall be as per article 14.

13. Article 13 - Leave of Absence

13.1 With Full Pay

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Member Employer. Where such teacher is absent:

(a) For not more than five teaching days per school year, if necessary, because of the critical illness or death of any of the following legal relatives of the teacher or his/her spouse: spouse, child, parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other relative who is a member of the teacher's household.

Where critical illness is not followed by death within 30 days, the Member Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Member Employer within 30 days of their being notified.

(b) For one teaching day per year in the event of the birth of the teacher's child or the adoption of a child by the teacher if the event occurs on a teaching day.

(c) For negotiating meetings where the Member Employer, mediator or arbitrator calls a meeting during a teaching day.

(d) For those school days on which a teacher is unable to reach the school from his/her usual place of residence because of

impassable roads, provided that the teacher contacts the school principal as soon as possible to advise the principal of their absence.

13.2 With Partial Pay

Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute as defined in article 9.2 is forthcoming to the Member Employer through payroll deduction or payment from other sources.

(a) Personal leave for not more than six days in any school year shall be granted for attending to private concerns. Where possible, at least one days notice shall be given to the principal or in the case of a principal to the superintendent or his/her office. If personal leave is being used to extend a regularly scheduled holiday the principal of the school shall be given 30 days notice.

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

(c) Jury duty will be granted as leave with pay on the condition that any stipend received be turned over to the Member Employer.

i) For jury duty or for attending for selection purposes or any summons related thereto.

ii) To answer a subpoena or summons to attend as a witness in any proceeding, authorized by law, compelling the attendance of the teacher, providing such is in accordance with the professional duties of the teacher.

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

iv) Provided that in i), ii) and iii), the teacher remits to the Member Employer any witness fee or jury stipend, excluding allowances and/or expenses, set by the court or other body.

13.3 Maternity and Adoption Leave

Effective the first of the month following final signing of the collective agreement;

13.3.1 A teacher shall be entitled to maternity leave for a period not exceeding 18 weeks.

13.3.2 (a) The Member Employer will implement a 95 per cent supplementary unemployment benefits plan which each teacher shall access for pay for a period of 17 weeks of maternity leave.

(b) The teacher should apply for employment insurance benefits no later than five days after the commencement of the leave.

13.3.3 The Member Employer shall pay its portion of each teacher's benefit plan premiums for the 17 week period. The remainder of the maternity leave, exclusive of the 17 week period, shall be without pay and Member Employer contribution of premiums.

13.3.4 Each teacher shall endeavor to notify the Member Employer verbally of her leave requirements three months in advance. However, she shall give the Member Employer at least two weeks written notice of the day on which she intends to commence maternity leave.

13.3.5 In addition to the 18 week leave, each teacher may be eligible to apply for a further maternity related personal leave without pay and Member Employer contribution to benefit premiums provided such is contiguous with the maternity leave. During this period, the teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 per cent of the premiums directly to ASEBP and she receives ASEBP approval.

13.3.6 At least two weeks prior to the maternity-related personal leave commencing, each teacher shall endeavor to provide written notice to the Member Employer of the date she plans on returning to work.

13.3.7 A teacher shall be entitled to adoption leave without pay or Member Employer contribution to benefits. The teacher concerned shall apply for such leave at least 60 days prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the leave shall not be denied.

13.3.8 Through the maintenance phase of this collective agreement a mutually agreed to SUB plan shall be implemented and attached to this collective agreement.

13.3.9 The 95 per cent payment will be calculated based upon 1/200 of the teacher's salary for each day the teacher would have worked, providing that the total amount paid to the teacher is not greater than the amount the teacher would have received had she not been on leave.

13.3.10 Resumption of duties shall be as per article 14.

13.3.11 For pregnancy related absences commencing during the period starting 10 weeks prior to the date of delivery, the provisions of the sick leave article (article 11) shall not apply and the teacher shall access the SUB plan for salary and benefit continuance.

13.4 Other Leaves

Additional leaves of absence with or without pay and other benefits of this agreement may be granted to teachers upon request at the sole discretion of the Member Employer.

13.5 Resumption of Duties

Resumption of duties shall be as per article 14.

14. Article 14 - Return to Duty

14.1 Teachers returning to duty from leave of one year or less or to full-time duty from part-time or job sharing arrangements of one year or less shall be placed in the position they held prior to the leave or arrangement or treated no less favourably than had they been actively teaching.

14.2 The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.

15. Article 15 - Transfers

15.1 All new positions will be posted in schools except during school holidays. Positions coming open during the school year may be filled internally or externally, but must be advertised before being filled permanently.

15.2 All transfers are subject to the provisions of section 104 of the *School Act*.

15.3 A teacher may appeal a transfer to the Member Employer. A written appeal must be submitted to the Member Employer within seven days. The Member Employer may set a date and time for the hearing requested that is not earlier than 14 days after the teacher receives notice of the transfer unless the teacher agrees in writing to an earlier date.

15.4 Nothing in this article prevents a teacher from exercising his/her rights to an appeal of the transfer to the Member Employer and the courts.

15.5 Transfer decisions are subject to the grievance provisions of this collective agreement.

15.6 No teacher shall normally be required to accept a transfer of more than 55 kms from the teacher's last school assignment.

15.7 When program changes eliminate the availability of a position within the 55 kms restriction, a teacher may be required to transfer further.

15.8 Subject to article 15.7, unless a teacher agrees, a teacher cannot be transferred more than 55 kms from the teacher's last school assignment within three calendar years of the last transfer.

15.9 All transfers will be done in a fair, just and reasonable manner.

16. Article 16 - Health and Welfare Plans

16.1 When enrolment and other requirements for group participation in various plans have been met, the Member Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

16.2 The Member Employer shall effect and maintain:

(a) Alberta School Employee Benefit Plan (ASEBP)

- Extended Disability - Plan D
- Life, Accidental Death and Dismemberment, Schedule II
- Extended Health Care - Plan 1
- Dental Care - Plan 3
- Vision Care - Plan 3

(b) Alberta Health Care Insurance (AHC).

16.3 Subject to the provisions of the master policies and Alberta Health Care regulations, all eligible teachers shall participate in the Extended Disability, Plan D and the Life Insurance, Schedule II Plan and the Alberta Health Care Insurance Plan, as a condition of continued employment with the Member Employer.

16.4 It is understood, however, that participation in the Extended Health Care, Plan 1, the Dental Care, Plan 3, and the Vision Care, Plan 3, is not a condition of continued employment with the Member Employer.

16.5 The Member Employer shall contribute towards the payment of the premiums for the plans specified in article 16.2 as per schedule B.

16.6 Part-time teachers, who are eligible, shall be paid in accordance with article 16.5 on a prorata basis.

16.7 It is understood that any teacher who becomes eligible to receive disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive any salary from the Member Employer while they are eligible to receive disability benefits.

16.8 It is understood that payments toward the aforementioned benefit plan shall permit the Member Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

16.9 Effective September 1, 2008, the Member Employer will establish for each eligible teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The Member Employer will contribute \$25 per month for each eligible teacher. This contribution shall be pro-rated for teachers employed with the Member Employer. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the Member Employer will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.

17. Article 17 - Grievance Procedure

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

17.2 Step 1 - Such differences (hereinafter called a grievance) shall first be submitted in writing to the EPC chair of the Local of the Association who shall forward it to the Coordinator of Teacher Welfare of the Association and the Director of Corporate Services of the Member Employer who shall forward a copy to the President of SBEBBA.

(a) Such written submission shall be made within 30 days from the date the grievor first had knowledge of the alleged violation. If the grievance is not resolved after 15 days from the submission of the grievance, the grievor may proceed to Step 2.

(b) The submission shall set out the nature of the grievance, the articles of this collective agreement which are alleged to have been violated and the remedy sought.

17.3 In the case of a difference between the Alberta Teachers' Association and the SBEBBA, either party may institute a grievance by, in the case of the Alberta Teachers' Association, forwarding written particulars of the grievance to the President of the SBEBBA with a copy to the superintendent of Schools of the Member Employer and in the case of the SBEBBA, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Alberta Teachers' Association within 30 days from the time the grievor first had knowledge of the difference. If the grievance is not resolved after 15 days, the grievor may proceed to Step 2.

17.4 Step 2 - Either party may by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 days after the date the 15 day limitation above expires.

(b) Concurrently with the notice by the party requiring the establishment of an arbitration board, the party shall name its nominee to the board and the recipient of the notice shall, within five days, inform the other party of its nominee to the board.

(c) The two nominees so appointed shall, within five days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, any party may request the director of mediation services to make the necessary appointment.

17.5 The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement, in writing, to alter the time limits. Failure of the grievor to act within the prescribed time limits shall cause the grievance to end. Additionally, failure of the Member Employer to act within the prescribed time limits shall permit advancement of the grievance to the next step.

17.6 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

17.7 Step 3 - The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

(a) Such award shall be final and binding upon the parties and upon any employee affected by it.

(b) The decision of a majority of the arbitration board is the award of the board, but where there is no majority (or unanimity) the decision of the chairman governs and shall be deemed to be the award of the board.

(c) Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear in equal proportions the expense of the chairman.

(d) The arbitration board by its decision shall not alter, amend or change the terms of this collective agreement.

(e) All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.

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

18. Article 18 - General

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

18.2 The Member Employer shall provide each teacher in its employ with a copy of the collective agreement and a copy of the Alberta School Employee Benefit Plan explanatory booklet. A copy of the Member Employer's current policy handbook shall be placed in each staff room.

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

18.4 Staff deployment and administrative time shall be the responsibility of the superintendent in consultation with the school principal. It is the responsibility of the school principal to consult with his/her staff.

18.5 All educational services presently provided by members of the bargaining unit as part of their regular duties shall continue to be performed only by members of the bargaining unit.

18.6 Any teacher employed on a full-time (1.0 FTE) continuous contract as of September 1, 1996 who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 103(2) of the

School Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.

18.7 Each site shall have a designated on site administrator.

18.8 The Member Employer shall pay to any teacher required to teach in more than one school a per kilometre allowance when the distance travelled between the schools exceeds four kilometres. The allowance payable shall be as established by the Member Employer from time to time and shall be equivalent to the basic per kilometre allowance established for central office personnel.

18.9 The Member Employer agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix to this collective agreement and as available at the central office and at each school.

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

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

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

18.13 Article 18.12 shall be suspended until this agreement expires.

Schedule A - Teachers' Salary Grid

Years of teaching experience	Years of University Education					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0				48,790	51,537	54,600
1				51,641	54,394	57,460
2				54,492	57,252	60,319
3/4				57,343	60,109	63,178
5				60,194	62,966	66,037
6				63,045	65,823	68,897
7				65,896	68,680	71,756
8				68,747	71,538	74,615
9				71,598	74,395	77,475
10				74,449	77,252	80,334
11	45,378	51,209	57,494	77,300	80,109	83,193

Effective September 1, 2008, Step 5 will become a combined step re-named Step 4/5.

Effective September 1, 2009, Step 6 will become a combined step re-named Step 5/6.

Effective September 1, 2010, Step 7 will become a combined step re-named Step 6/7.

Effective September 1, 2011, Step 8 will become a combined step re-named Step 7/8.

Schedule B

Effective September 1, 2007, for teachers teaching in schools within the Livingstone Range School Division No 68, the Member Employer shall contribute towards the payment of the premiums for the plans specified in article 16.2 at the rate of 93.5 per cent of the premium per teacher except for leaves identified in article 12 which exceed 30 calendar days or where stated elsewhere in this agreement or when the teacher becomes eligible to receive disability benefits.

-ASEBP Extended Health Care, Plan 1 – 93.5 per cent of each participating teacher's premium.

-ASEBP Dental Care, Plan 3 – 93.5 per cent of each participating teacher's premium.

-ASEBP Extended Disability, Plan D – 93.5 per cent of each participating teacher's premium.

-ASEBP Life, Accidental Death & Dismemberment, Schedule II – 93.5 per cent of each participating teacher's premium.

-ASEBP Vision Care, Plan 3 – 93.5 per cent of each participating teacher's premium.

-Alberta Health Care Insurance – 93.5 per cent of each participating teacher's premium.

Effective September 1, 2008, increase 93.5 per cent to 95 per cent for the plans specified in article 16.2.
 Effective September 1, 2009, increase 95 per cent to 96 per cent for the plans specified in article 16.2.
 Effective September 1, 2010, increase 96 per cent to 98 per cent for the plans specified in article 16.2.

Addendum

The following has been agreed upon as an addendum to the 2007-2012 collective agreement between the School Boards Employer Bargaining Authority ("the SBEBA") an employers' organization acting on behalf of the Livingstone Range School Division No 68 (hereinafter called "the Member Employer") of the first part and the Alberta Teachers' Association a body corporate, incorporated under the laws of the Province of Alberta, (hereinafter called "the Association") of the second part.

Whereas the current agreement provides for increases during the term of the agreement, the following provisions are intended to reflect the specific amendments to the agreement. All other provisions of the current collective agreement shall continue to apply and these revised rates shall be administered in accordance with the balance of the agreement.

Effective September 1, 2008, the parties agree the following amendments shall apply:

8. Article 8 - Allowances

8.1 Principal Allowance – Amend the minimum principal's allowance to \$13,674 per annum.

8.5 Amend the supervisor and coordinator allowances as follows:

- (a) Supervisors \$10,862 per annum
- (b) Coordinators \$5,212 per annum

8.6 Amend the allowance paid to a teacher employed as a teacher on a Hutterite Colony to \$860 per annum.

9. Article 9 - Substitute Teacher

9.2 Amend the substitute teacher rate of pay to \$170.55 including holiday pay.

SCHEDULE A – Teachers' Salary Grid

Amend the teachers' salary grid as follows:

Years of teaching experience	Years of University Education					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0				51,000	53,872	57,073
1				53,980	56,858	60,063
2				56,960	59,846	63,051
3				59,941	62,832	66,040
4/5				62,921	65,818	69,028
6				65,901	68,805	72,018
7				68,881	71,791	75,007
8				71,861	74,779	77,995
9				74,841	77,765	80,985
10				77,822	80,752	83,973
11	47,434	53,529	60,098	80,802	83,738	86,962

