

Northland School Division No 61

This agreement is made and dated in quintuplicate this 6 day of December AD, 2004 pursuant to the current *School Act* and the *Labour Relations Code*.

Between the Board of Trustees of the Northland School Division No 61 (hereinafter called "the Board") 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 duly certified bargaining agent for the teachers employed by the Board, and

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, with nothing further implied, the parties agree as follows:

Clause 1 - Term of Agreement

1.1 This agreement constitutes the entire agreement between the parties and applies to those employees of the Board who, as a condition of employment, must possess a valid teaching certificate issued under the authority of Alberta Learning, the Province of Alberta, herein referred to as teachers.

1.1.1 Notwithstanding the above, employees holding the title of supervisor or superintendent shall be excluded from this agreement.

1.2 The term of this agreement shall be from September 1, 2003 to August 31, 2004. Unless otherwise specified, the provisions of this agreement shall be effective September 1, 2003.

1.2.1 This agreement continues to be in force after August 31, 2004 and shall remain in effect until such time as a new agreement is reached.

1.3 It is the right of the Board to create and fill new positions. Notwithstanding the above, the Board agrees to negotiate for collective agreement positions within 90 days following establishment of such positions.

1.4 Either party to this agreement may give notice to terminate or amend this agreement not before January 1 and no later than October 30 of the year in which the agreement expires.

1.4.1 Notwithstanding clause 1.4, either party give such notice within 60 days of the signing of this collective agreement.

1.5 At the first meeting, following serving notice to amend the agreement, each party shall submit to the other, specific amendments to be considered during collective bargaining.

1.6 Bargaining shall be limited to the written items contained in the two lists of amendments, unless both parties mutually agree to negotiate additional amendments.

1.7 Notwithstanding the above, amendments to this agreement may be sought by either party at any time during the life of this agreement and may be executed only after mutual consent of the parties.

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

1.9 This agreement shall inure to the benefit of and be binding upon the parties and their successors.

Clause 2 - Board Prerogatives

2.1 Except as may be abridged by the terms hereof, the management of the school system and the staff is reserved and vested in the Board and their appointed executive officers.

Clause 3 - Teacher Assignments

3.1 It is recognized that a teacher's professional responsibility extends beyond those outlined below.

3.2 A teacher will not be assigned duties in excess of thirty hours per week, of which, whenever possible, a maximum of twenty three and one third hours will be devoted to instruction of pupils.

The remainder of the assignable hours will provide for supervision of students, extra curricular school activities and such professional activities as in-service sessions, staff meetings, committee work and parent teacher interviews.

3.3 Teachers receiving a principal's allowance shall have their schools ready for school opening and properly closed for the summer months and teachers receiving a vice-principal's allowance shall assist the principal in having their schools ready for school opening and properly closed for the summer months.

3.3.1 In order to have schools ready for school opening, first year principals and vice-principals, who are new to administrative positions in the division, are expected to be in their schools two weeks prior to the school opening date.

3.4 Wherever possible, teachers on first year contracts shall be notified by the Board prior to May 31 of the current school year whether they will be offered a continuing contract.

Clause 4 - Prorata Benefits

4.1 Teachers who are employed on a part-time basis shall be entitled to all benefits as outlined in clause 11. All other benefits referred to in this collective agreement will be prorated.

4.2 Full-time teachers employed on a temporary contract for a portion of the school year shall receive leave benefits on a prorata basis rounded to the nearest half-day.

Clause 5 - Salary

5.1 The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board.

5.2 Tabulated below are the minimum and maximum salary rates and the experience increments for each year of teacher education.

5.2.1 Grid - Effective September 1, 2003

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		40,931	41,220	47,497	49,763	52,228
1-2		42,209	42,786	50,026	52,295	54,774
3		43,491	44,356	52,557	54,829	57,323
4		44,775	45,930	55,088	57,357	59,868
5		46,056	47,497	57,620	59,887	62,415
6		47,343	49,067	60,426	62,767	65,313
7		48,624	50,640	63,239	65,645	68,208
8		49,904	52,206	66,046	68,524	71,107
9		51,188	53,778	68,852	71,402	74,000
10	47,725	52,469	55,351	71,665	74,279	76,898

5.3 The rate of pay, inclusive of holiday pay, for substitute teachers shall be:

(a) Effective September 1, 2003 \$143 per full day

The half day rate shall be calculated by dividing the full day rate by two.

5.3.1 Notwithstanding the above, a substitute teacher who prepares and teaches for a period of five or more consecutive days in the same school and for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days.

5.3.2 In such case, the substitute teacher must submit proof of qualifications and experience in accordance with clauses 8 and 9 of this agreement.

5.4 Save and except substitute teachers, each teacher shall be paid:

(a) One-twelfth of his annual salary on the last teaching Friday of each month or the 25 of the month, whichever is earlier.

(b) For June, teachers will be paid on the 25. If the 25 falls on a weekend, then teachers will be paid the previous Friday.

Clause 6 - Bonuses/Tuition Fees**6.1 Special Training Bonus**

6.1.1 The Board will pay a teacher a special training bonus, calculated monthly, for any of the following:

Proficiency in Cree or Chipewyan language as determined by the superintendent or his designate.

(a) Effective September 1, 2003 - \$1,502.00 per annum.

6.1.2 Written application for the above must be made within 90 days of commencement of employment or within 90 days of completion of the course(s). If the teacher fails to do so, the effective date of adjustment of salary shall be the first day of the month following receipt of application by the Board.

6.2 Tuition Fees

6.2.1 The Board shall reimburse teachers' tuition fees for a University or College course completed to a maximum of 50 percent effective the first month following signing of the agreement, if prior approval by the superintendent of schools has been granted.

6.2.2 The Board shall either reimburse teachers' tuition fees to a maximum of 50 percent effective the first of the month following signing of the agreement or pay the special training bonus, but not both.

Clause 7 - Allowances**7.1 Principals' Allowance**

7.1.1 The formula for computing principals' allowances for the school year shall be on the basis of the Alberta school foundation fund total pupil count including eligible and ineligible pupils as of September 30 in that school year, with ECS/playschool pupils counting as $\frac{1}{2}$ pupils.

7.1.2 The formula to be used in computing the allowance will be as follows, where it appears in the formula, (P1) shall refer to the number of pupils as of September 30 for which the principal is responsible:

(a) Effective September 1, 2003, $\$5,175.98 + (\$47.14 \times P1)$

P1 = enrolment on September 30.

7.1.3 The maximum allowance payable shall be:

(a) Effective September 1, 2003, \$18,148.25 per year

7.1.4 Adjustments for any changes shall be made retroactive to September 1 in the month of December.

7.2 Vice-Principals' Allowance

7.2.1 Vice-principals shall be paid $\frac{1}{2}$ of the principal's allowance.

7.3 Location Allowance

7.3.1 Teachers in Fort Chipewyan and Chipewyan Lake shall be paid an annual location allowance of:

	<u>Fort Chipewyan</u>	<u>Chipewyan Lake</u>
(a) Effective September 1, 2003	\$2,495	\$3,094
(b) Fort Chipewyan - Effective September 1, 2002 -	two round-trip flights to Fort McMurray per year. These flights are subject to a minimum of four weeks advanced notice by the employee to allow the employer to take advantage of early booking discounts.	
(c) Chipewyan Lake - Effective September 1, 2002 -	two round-trip flights to Wabasca per year. These flights are subject to a minimum of four weeks advanced notice by the employee to allow the employer to make appropriate charter arrangements for all employees to fly in on the same charter.	

Teachers in Fort McKay shall be paid an annual location allowance of \$2,040 effective September 1, 2003.

7.4 Expense Allowance

7.4.1 The Board shall pay to the ATA Local No 69 the amount of \$250 per teacher on or before September 1 each year for the purpose of providing a travel grant to teachers to attend the teachers' convention. The ATA Local No 69 shall determine the amount each teacher is to receive and distribute this amount prior to the teacher's convention date.

Clause 8 - Teacher Education

8.1 The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board, established by the Memorandum of Agreement among the Department of Education, "the Association" and the Alberta School Trustees' Association dated March 23, 1967.

8.2 It shall be the responsibility of each teacher to provide the Board with a certificate from the Teacher Salary Qualifications Board within 90 calendar days of commencement of the school year or from the date of commencement of employment or upon completion of additional courses.

8.2.1 In compliance with clause 8.2, the adjustment date shall be the latter of the commencement date of the school year, commencement of employment or upon completion of additional courses.

8.2.2 If the teacher fails to comply with clause 8.2, the effective date of adjustment of salary shall be the first day of the month following receipt of the certificate by the Board.

8.2.3 Until the teacher submits the statement of qualifications hereinbefore referred to, the teacher shall be placed on the salary schedule at three years of teacher education and the number of years of verified teaching experience.

8.2.4 Clause 8.2.2 shall not apply if the teacher submits satisfactory written evidence to the Board within 90 calendar days of commencement of the school year or from the date of commencement of employment that failure to comply was not the fault of the teacher.

8.3 Teachers will not be eligible for prorata allowance.

Clause 9 - Experience Increments

9.1 Teachers new to staff will be required to submit verification of teaching experience from their previous employers within 90 calendar days of commencement of the school year or from the date of commencement of employment.

9.1.1 If the teacher fails to comply with clause 9.1, the effective date of adjustment shall be the first day of the month following receipt of the verification of teacher experience by the Board.

9.2 A year of teaching experience shall be any one school year during which a teacher has taught for not less than 110 school days.

9.2.1 Leaves taken under clauses 10.1, 10.2, 10.3 and 10.4 shall be counted as days taught for the purpose of this clause.

9.2.2 Substitute teaching shall be counted as teaching experience for the purpose of this clause when a teacher has been in a position for five or more consecutive days.

9.3 Teaching experience obtained by a teacher prior to engagement by the Board shall be recognized upon verification, provided that it was under a recognized authority, as if it had been teaching experience in schools under the Board's jurisdiction.

9.4 The effective date for the number of years allowed for teaching experience shall be on the first teaching day of the school year.

9.5 Notwithstanding clause 9.2, a teacher teaching part-time shall be entitled to one experience increment for each 150 teaching days accumulated in consecutive years in the service of Northland School Division No 61 providing such service has not previously been counted for increment purposes.

Clause 10 - Leaves of Absences

10.1 Cumulative Sick Leave

10.1.1 The Board will apply the sick leave days for which the teacher is eligible, to a maximum of 20 teaching days according to the *School Act*, during the school year, effective the date of commencement of service and each September thereafter and make any adjustments necessary at the end of the school year or upon termination of employment.

10.1.2 (a) The unused portion of the statutory sick leave shall be accumulated at the completion of each school year of service with the Board to the credit of each teacher, to a maximum of 40 days. This clause applies to unbroken service in any school, including First Nations schools, which have come or may come under the jurisdiction of the Board.

10.1.3 A teacher who is absent from school duties to obtain necessary medical or dental treatment shall submit a medical certificate, if required to do so by the Board.

10.1.4 A teacher who is absent because of accident, disability or sickness may be required to submit a certificate from a qualified medical practitioner when a doctor is reasonably available; and where a doctor is not reasonably available, the teacher shall be required to submit to the Board a written statement forthwith outlining the reason for such absence.

10.1.5 The Board shall be entitled to require medical examinations by a doctor, approved by it, before paying accumulated sick leave. In any such case the Board agrees to pay transportation and accommodation costs at approved "Board" rates for the purpose of the examination.

10.1.6 At the beginning of the third full year of continuous employment with the Board, and provided continuity of employment is not broken, a teacher shall be granted 90 calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.

10.1.7 A teacher who has been absent on sick leave and returns to regular duties shall have the 90 calendar day sick leave entitlement reinstated. However, after notification by the teacher of an expected date of return, the Board may request, prior to that date of return, that the teacher provide a medical certificate, signed by a medical doctor, verifying that the teacher is able to return to work on a continuing basis. In addition, if a teacher uses more than 20 days casual sick leave in any one school year, the Board may, by written notice, require the teacher to comply with the following restriction: After each subsequent absence in the same school year, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.

10.1.8 The Board will recognize up to 40 days accumulated sick leave of all teachers coming to the Board from districts, divisions or counties in Alberta. It is the responsibility of the teacher to provide the necessary documentation within 90 calendar days of commencement of employment.

10.2 Paternity Leave

10.2.1 The Board shall grant a teacher paternity leave with pay, up to a maximum of five days per annum, at the time of the birth or at the time of the adoption of the teacher's child.

10.2.2 Such leave shall be debited against the teacher's cumulative sick leave.

10.3 Family Care Leave

10.3.1 The Board shall grant a leave of absence with pay to a teacher who is absent due to the teacher's child or spouse requiring medical care up to a maximum of:

(a) for a teacher eligible for sick leave under 10.1.5 - 10 days per school year

(b) for a teacher eligible for sick leave under 10.1.1 - 8 days per school year.

Notwithstanding the above, a teacher under clause (b) who requires additional time, upon application to the superintendent, may be granted up to two extra days per school year. Employee request under (b) will not be unreasonably denied.

10.3.2 Such leave shall be debited against the teacher's cumulative sick leave.

10.3.3 The teacher absent for such care may be required by the superintendent of schools to submit a medical certificate.

10.4 Maternity Leave

10.4.1 Maternity leave shall be granted in accordance with current legislation and Board Policy GBBBA.

10.5 Professional Improvement Leave

10.5.1 Any employee subject to this agreement who has served with the Board for a period of three consecutive years or more shall be eligible to apply in the fourth or any subsequent year for professional improvement leave as outlined below.

10.5.2 Written applications must be received by the Board by February 1 of the year in which leave is to commence.

10.5.3 All applications shall be examined by a selection committee composed of the superintendent of schools, a trustee and a representative of the teaching staff of the Board. It shall be the responsibility of this committee to recommend the approved names to the Board, who shall make the final decision.

10.5.4 A maximum of two staff members shall be granted professional improvement leave in any one year, if so recommended by the committee.

10.5.5 All applicants shall be notified in writing of the Board's decision by March 15 of the year of this agreement.

10.5.6 Successful applicants shall agree to return to work with the Board for two years following the year of leave. If any of the said staff members leave the service of the Board before the two years have expired, they shall repay that portion of all costs including salary and benefits, the Board paid on their behalf during the leave which corresponds to the time commitment which has not been honored.

10.5.7 No experience increment shall be allowed during the year that the leave is in effect.

10.5.8 The amount paid to the successful applicants shall be 70 percent of grid salary.

10.5.9 The rates in accordance with clause 10.5.8 shall apply to leaves commencing with the opening day of the school year for which leave has been granted and shall apply for the whole period of the leave.

10.5.10 Payments in accordance with clause 10.5.8 shall be made in 12 equal monthly installments.

10.5.11 Accumulated sick leave shall be retained and Alberta Health Care benefits and Alberta School Employee Benefit Plans shall remain in effect during the year of leave.

10.5.12 Prior to leave being granted the teacher shall sign a professional improvement leave agreement. This agreement shall specify the teacher's assignment upon return to the Board.

10.6 Compassionate Leave

10.6.1 A teacher shall be granted leave of absence with pay for attendance of:

- (a) up to five teaching days per year because of critical illness of an immediate relative, resident in Alberta.
- (b) up to five teaching days because of death of an immediate relative, resident in Alberta.
- (c) up to seven teaching days per year because of critical illness of an immediate relative, resident outside of Alberta.
- (d) up to seven teaching days because of death of an immediate relative, resident outside of Alberta.
- (e) leaves taken under (a), (b), (c) or (d) above must be taken during the time of the actual occurrence of the critical illness or death.

10.6.2 Upon request by the superintendent of schools, the teacher shall submit a medical certificate. Where a medical certificate is not available, an affidavit signed by the teacher will be accepted in lieu of a medical certificate.

10.6.3 Immediate relative is defined as the teacher's spouse, parent, legal guardian, parent-in-law, grandparent, son, daughter, brother, sister and spouse or children of any of them.

10.7 Personal Leave

10.7.1 Upon application to the principal or his designate, leave of absence for private business may be granted to a teacher by the superintendent of schools, having regard to all circumstances and the interest of the school, for up to two days per school year. Leave granted shall be at full salary.

10.7.1 (a) Upon request from a teacher, the Board may consider additional personal leave.

10.8 Association Leave

10.8.1 Teachers shall be granted leave of absence with pay providing the Board is reimbursed for the cost of the substitute, to attend legislative, executive, committee or other meetings of the Association.

Clause 11 - Health and Insurance Benefits

11.1 The Board shall make available to the teachers the Alberta School Employee Benefit Plan and shall contribute toward the cost of the various premiums for employees, as follows:

- (a) ASEBP, Life and AD&D Schedule 2, 100 percent of each teacher's monthly premium.
- (b) ASEBP, Extended Disability Benefit Plan D, 100 percent of each teacher's monthly premium.
- (c) ASEBP, Extended Health Care Plan 1, 100 percent of each teacher's monthly premium.
- (d) ASEBP, Dental Care Plan 3, 100 percent of each teacher's monthly premium.
- (e) ASEBP, Vision Care Plan 3, 100 percent of each teacher's monthly premium.

11.1.1 Subject to the provisions of the master policy, participation in the ASEBP shall be a condition of employment for all teachers. Notwithstanding the above, where there is a duplication of benefits because the spouse of a teacher has the benefit plans or similar plans as outlined in clause 11.1, the teacher shall be exempt from the condition of employment. In the case where the spouse is a teacher or employed in another capacity with the Board, the couples have the option of choosing whose cheque their benefits will be deducted from, or either spouse may select single coverage only, but not a combination of family and single coverage.

11.1.2 Teachers employed on a temporary contract are not eligible for the ASEBP coverage outlined herein until they have provided services on a continuous basis for one full calendar month. The coverage will begin on the first day of the following month. Where

a teacher is employed on a temporary contract and wishes to be covered under ASEBP, such teacher may apply for coverage and shall be responsible for the total cost of all premiums for the first month. For those teachers who may be employed under more than one temporary contract per school year or consecutive temporary contracts, he/she will be required to adhere to the one month waiting period once.

11.1.3 (a) Notwithstanding clause 11.1.1, every teacher shall be entitled to coverage under clause 11.1 (a) and (b).

(b) Notwithstanding 11.1.2, a teacher employed on a temporary contract of employment for the full school year shall be eligible for ASEBP coverage outlined herein.

11.1.4 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan shall not be entitled to receive cumulative sick pay benefits, beyond the 90 day waiting period.

11.2 Alberta Health Care Insurance Plan, Group No 6355, 100 percent of each teacher's monthly premium.

11.3 Any benefit provided to a teacher in this agreement includes rebates made to the Board under the *Employment Insurance Act*, and no further adjustments shall be made.

11.4 For teaching staff who have made application for extended disability benefits and who do not have enough accumulated sick days to extend through the 90 day waiting period, the Board will be responsible for the ASEBP premiums for those months without pay to the 90 day. Teaching staff who have enough accumulated sick leave to extend through the 90 day waiting period, will be responsible for their portion of the ASEBP premiums.

Clause 12 - Grievance Procedures

12.1 A teacher who considers that he/she has a grievance arising out of this agreement shall file the grievance in writing with the Board and the secretary of the Northland Local No 69 of "the Association." Such written submission shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought.

12.2 A committee consisting of one representative of the Board and one representative of the Association shall consider any dispute regarding the interpretation, application, operation or any alleged violation of the agreement within 20 teaching days of receipt of the letter of grievance.

12.3 If the committee reaches unanimous decision as to the disposition of any dispute, that decision shall be final and binding.

12.4 If the committee fails to reach an agreement under the above step, either party may, by written notice to the other party stating the nature of the difference, require the establishment of a grievance board. Such written notice must be served within 10 days following the completion of the preceding step.

12.5 Each party shall appoint one member as its representative on the grievance board within seven days of such notice. The two members as appointed shall endeavor to select an independent chair.

12.6 If the two members fail to select a chair within five days after the day on which the last of the two members is appointed, they shall request the Director of Mediation Services to select a chair.

12.7 The grievance board may not change, modify or alter any of the terms of this agreement. All differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve any issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject

matter not covered by, or arising during the terms of this agreement.

12.8 The grievance board shall give its decision not later than 14 days after the appointment of the chair except that with the consent of both parties such limitation of time may be extended. The findings and decision of a majority of the members shall be the findings and decision of the grievance board and shall be binding on all parties, provided that they do not contravene the *School Act*.

12.9 Each party to the difference shall bear the expense of its respective nominee to the grievance board and the two parties shall bear equally the expenses of the chair.

12.10 When any references in this part are to a period of days, such period shall be exclusive of Saturdays, Sundays and other holidays.

Clause 13 - Quality of Work Life Committee

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

13.2 The parties hereby agree that a quality of work life committee shall be acknowledged by the Board for the purpose of considering matters of concern related to school affairs, including proposed educational policy changes and changes in conditions of professional services, divisional housing and make recommendations to the respective parties for specific actions to the clause, and communicating the views of respective parties.

13.3 Quality of work life committee shall consist of authorized representatives of teachers, elected board members and their appointees.

13.4 The parties shall meet a minimum of three times during the school year.

13.4.1 At their first meeting, the committee shall set the dates for the remaining meetings.

13.4.2 Each party shall bear its own costs.

Clause 14 - Professional Development Fund

14.1 A professional development fund in the amount of \$30,000 per fiscal year shall be established.

14.2 This fund is to be jointly administered by a representative of the Board and Local teacher PD committee.

Clause 15 - Collective Agreement Provision

15.1 The Board will provide all teachers joining the division with a copy of the current collective agreement.

15.2 The ATA Local will provide all teachers with a copy of any new agreement.

Clause 16 - Deferred Salary Leave Plan

16.1 The Board shall make available to the teachers a deferred salary leave plan in conjunction with a financial institution as designated by the ATA Local No 69.

17. The Board will encourage and support local orientation for all new teachers to the school and community.