

## Lethbridge School District No 51

This agreement made in duplicate this 12 day of October, 2004.

Between the Board of Trustees of the Lethbridge School District No 51, 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 ATA" of the second part.

NOW THEREFORE, THIS AGREEMENT WITNESS:

1. During the currency thereof, this collective agreement shall be applicable to all teachers employed by the Board, excluding thereout:
  - (a) the superintendent
  - (b) the associate superintendents
  - (c) director of student services, director of curriculum, director of technology and any other director position created by the Board.
2. This collective agreement takes effect on September 1, 2004 and terminates on August 31, 2005. Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of this collective agreement, a notice in writing of its intention to commence collective bargaining. Such notice shall contain particulars of all amendments sought.

### 3. Salary Schedule (Grid)

**3.1** The Board shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.

**3.2** 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. One month's salary shall be considered to be 1/12 of the annual salary rate applicable in that month. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.

**3.3** Effective September 1, 2004

<u>Years of teaching experience</u>	<u>Years of University Education</u>					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0				44,900	47,423	50,353
1				47,494	50,022	52,956
2/3				50,097	52,622	55,550
4				52,693	55,219	58,150
5				55,294	57,819	60,748
6				57,893	60,417	63,348
7				60,492	63,017	65,948
8				63,092	65,615	68,545
9				65,690	68,214	71,146
10				68,289	70,812	73,744
11		47,440	52,428	70,887	73,413	76,340

- 3.4** (a) Effective September 1, 2004 a teacher employed on a course basis to provide instruction in credit courses at the Board's summer school shall be paid at a rate of \$3,802 per course inclusive of general holiday and vacation pay.
- (b) Effective September 1, 2004 a teacher designated by the Board as the administrator responsible for the summer school shall be paid at a rate of \$4,110 inclusive of general holiday and vacation pay.

#### **4. Evaluation of Teacher Education**

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

**4.2** Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school semester or on commencement of employment.

**4.3** A teacher commencing employment with the Board, shall be responsible for supplying a statement of qualifications from the Teacher Qualifications Service.

**4.4** A teacher claiming entitlement to an increment for purposes of placement on the salary grid in respect of an additional year or years of university education shall within 90 calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of the teacher having applied to the Teacher Qualifications Service for a statement of qualifications indicating the number of years of university education for which the Teacher Qualifications Service will grant recognition.

**4.5** 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 his teaching certificate.

**4.6** In the event that a teacher has submitted evidence from the Teacher Qualifications Service confirming that the teacher has applied for a statement of qualifications from the Teacher Qualifications Service within 90 calendar days of the commencement of the school semester, any adjustment to the placement of the teacher on the salary grid warranted by the statement of qualifications shall be made upon receipt by the Board of the statement of qualifications. The adjustment to placement on the salary grid shall be retroactive to the commencement of the school semester.

**4.7** In the event that a teacher does not within 90 calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of having applied to the Teacher Qualifications Service for a statement of qualifications any adjustment to the placement of the teacher on the salary grid shall be made effective the first day of the month following the month in which the Board receives the statement of qualifications. Such adjustment will not have any retroactive effect unless the adjustment is to be to a lower number of years of university education, in which case the Board shall treat the adjustment as being retroactive and recover any monies paid as a result of placement on the grid which are in excess of those monies that would have been paid if the teacher had been initially placed on the grid in accordance with the statement of qualifications.

**4.8** No payment for salary adjustment will be considered beyond the terms of the collective agreement within which the claim is initiated.

#### **5. Recognition of Teaching Experience**

**5.1** A year of teaching experience shall be any one school year during which a teacher, under contract, has taught for not less than one full semester, or the equivalent, as defined by the Board's official school year calendar. A teacher employed under contract, who teaches less than one full semester in a school year, may accumulate an experience increment by combining any two consecutive school years of service with the Board provided that the teacher has taught a minimum of 60 full teaching days in each school

year.

**5.2** Notwithstanding clause 5.1, a part-time teacher, under contract, who teaches half time or more during the full school year shall be entitled to a full experience increment.

**5.3** A substitute teacher who has taught with the Board may accumulate one experience increment by combining substitute service in the two consecutive school years immediately preceding appointment to regular staff, provided the substitute teacher has taught a minimum of 120 full days in that two-year period.

**5.4** Experience increment adjustments shall be made on the first day of each school year.

**5.5** Recognition of teaching experience prior to engagement with the Board shall be one increment on the salary schedule for each year of teaching experience, to the maximum as provided in the salary schedule.

**5.6** For the purposes of clause 5.5, the teacher shall submit, to the Board, a certified statement from previous employers outlining the teacher's experience and stating that such experience was in a school under the jurisdiction of a provincial, state, or national department of education. Until such statement is provided by the teacher, the teacher shall be placed at zero years of experience in the appropriate category of teacher education on the salary grid. Should the Board receive the required certified statement within 90 calendar days after the teacher commences employment with the Board, any adjustment to teaching experience will be retroactive to the commencement date of employment. Any certified statement received by the Board after the 90 calendar days will result in an adjustment to teaching experience effective the first of the month following the date the statement was received by the Board.

## **6. Evaluation of Education and Experience for Vocational & Industrial Arts Teachers**

**6.1** (a) A vocational teacher is one who is employed to teach one or more vocational education courses at the senior high school level.

(b) An industrial arts teacher is one who is employed to teach one or more industrial arts courses at the middle and/or senior high school level.

**6.2** The education and experience of vocational and industrial arts teachers shall be evaluated according to articles 4 and 5 of this collective agreement.

**6.3** Recognition of one year of education beyond the evaluation granted according to article 4 of this collective agreement may be given by the Board to vocational and/or industrial arts teachers who possess any or all of the following qualifications which have not contributed to the evaluation under article 4:

(i) 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.

(ii) Successful completion of a two-year course in a field related to the teacher's assignment at a school of technology.

(iii) Other related training which the Board wishes to recognize.

**6.4** Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under article 5 of this collective agreement may be granted by the Board under the following conditions:

(i) The experience must be in a field related to the teacher's assignment.

(ii) The experience must be obtained after the teacher has obtained the formal training listed in 6.3 (i) and/or (ii) above.

**6.5** Recognition of training and experience under 6.3 and 6.4 above shall not exceed that of a teacher currently on staff with similar training and experience.

**6.6** The chairperson of the economic policy committee of the ATA Local No 41 shall be

notified in writing of all instances where recognition of training or experience has been granted under clauses 6.3 and/or 6.4 above.

## **7. Administration Allowances**

**7.1** A teacher designated by the Board to be the principal of a school will receive an annual allowance to be calculated using the following formula:

- (a)(i) a basic allowance equal to 13.8 percent of the annual salary at maximum and four years education, plus
  - (ii) an additional allowance of 0.5 percent of the annual salary at maximum and four years education per full-time equivalent teacher (FTE) for each of the first 10 teachers, plus
  - (iii) an additional allowance of 0.55 percent of the annual salary at maximum and four years of education for each of the next 15 full-time equivalent teachers (FTE), plus
  - (iv) an additional allowance of 0.475 percent of the annual salary at maximum and four years of education for all remaining teachers.
- (b) However, the minimum allowance for a school principal will be \$16,440.
- (c) The allowance for school-based administrators who remain in their current school assignment will not drop below the 2002-2003 school year allowance up to August 25, 2006.

The basis for this allowance shall be the actual full-time equivalent count as of September 30 of the current school year.

**7.2** A teacher designated by the Board to be the only assistant principal in a school will receive an annual allowance equal to 60 percent of the applicable principal's allowance. When more than one assistant principal is designated to a school, each assistant principal will receive an annual allowance equal to 55 percent of the applicable principal's allowance.

**7.3** A teacher designated by the Board to be a principal/consultant shall receive an annual allowance equal to that of the percentage of time assigned as principal plus that of the percentage of time assigned as consultant. The combined total percentage of time will not exceed 100 percent.

**7.4** A teacher designated by the Board to be a coordinator will receive an annual allowance equal to 22 percent of the annual salary at maximum and four years of teacher education.

**7.5** A teacher designated by the Board to be a consultant will receive an annual allowance equal to 13.8 percent of the annual salary at maximum and four years of teacher education.

**7.6** A teacher designated by the Board to be a department head will receive an annual allowance equal to six percent of the annual salary at maximum and four years of teacher education.

**7.7** When two or more teachers are designated by the Board to be administrative assistants in place of an assistant principal and/or department head(s), the applicable annual allowance for an assistant principal and/or department head shall be shared among the teachers so designated on a basis as determined by the Board and the economic policy committee. No administrative assistant shall receive an annual allowance less than that of a department head or more than that of an assistant principal.

**7.8** An acting assistant principal shall be appointed when both the principal and the assistant principal(s) are absent from the school. Should this absence exceed five consecutive school days, the acting assistant principal will receive an allowance equal to the actual days worked multiplied by the daily rate of that assistant principal.

**7.9** In the event that the Board transfers a principal or an assistant principal to a school for which the administrative allowance is a lesser amount than he or she is receiving, the principal or assistant principal will continue to receive the allowance in effect on the date of

notice of transfer until such time as that amount equals the allowance in effect for the position to which he or she has been transferred, or for three years, whichever period of time is less.

**7.10** If the Board creates a new administrative designation which is to be covered by this collective agreement, the Board will establish an allowance for that designation. The Board shall notify the president of the ATA Local No 41 of the administrative designation, provide a summary of responsibilities as soon as it is available and identify the allowance established. The allowance may be the subject of negotiation during the next round of collective bargaining.

**7.11** Administrative Assistant to the Superintendent – A teacher designated by the Board to be an Administrative Assistant to the Superintendent will receive annual allowance equal to 13.8 percent of the annual salary at maximum and four years of teaching education.

## **8. Substitute Pay**

**8.1** Substitute teacher means a teacher employed on a day -to-day basis, for a full day or for a half day.

**8.2** The rate of pay for substitute teachers, including four percent vacation pay, shall be \$150.24 per full day, effective September 1, 2004.

**8.3** Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid \$82.64, including vacation pay, effective September 1, 2004.

**8.4** Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid \$67.60, including vacation pay, effective September 1, 2004.

**8.5** A substitute teacher who works the morning session in one assignment and the afternoon session on the same day in another assignment, shall be paid the full day rate.

**8.6** In the case of a substitute teacher being employed more than five consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in clause 3.3 retroactive to the first consecutive day of employment.

## **9. Professional Development Leave**

### **9.1 Long Term Leaves**

**9.1.1** A teacher who has been employed with the Board for a minimum of seven consecutive years may be granted a leave for professional improvement.

**9.1.2** (a) A teacher requesting a professional development leave must submit an application to the superintendent or designate, by January 15, for a leave commencing September 1; or by May 1, for a leave commencing January 1.

(b) The application must contain a clear statement of the teacher's purpose for the leave, the program of study, the recognized institution at which the teacher will undertake the program of study and an explanation of how the program of study will improve the teacher's professional service to students and the school district.

(c) The Board will consider each application on its own merit. Applications will be considered by the Board no later than the second regular Board meeting following the application deadline and the applicant will be informed of the Board's decision.

**9.1.3** (a) A teacher who is granted a professional development leave shall, upon the teacher's return from leave, be assigned a teaching position with the school district.

(b) Upon return from leave a teacher who held a position for which an administrative allowance was paid and for which the term for payment of the allowance has not yet been completed, the Board will, where possible, return the teacher to a position with an

equivalent administrative designation or, the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

(c) If the teacher is eligible to receive an experience increment and provided the teacher has successfully completed the program undertaken while on leave, the Board will grant the teacher an experience increment in accordance with article 5.

**9.1.4** (a) A teacher on a full year of professional development leave will, in lieu of regular salary, receive an annual leave allowance equal to an amount which is the difference between the salary at maximum with six years of education and minimum with four years of education as stipulated in the salary schedule (grid).

(b) A teacher on professional development leave for less than a full year, will receive a prorated leave allowance based upon the number of teaching days on leave, divided by 200 teaching days, multiplied by the annual leave allowance under article 9.1.4 (a).

(c) Any professional development leave allowance will be paid in equal monthly installments with the first payment to commence on the last day of the first calendar month on leave.

**9.1.5** (a) A teacher who is granted a professional development leave shall agree in writing, prior to the commencement of the leave, to serve the Board for a period of two months for each month, or portion thereof, of leave taken.

(b) Should a teacher fail to fulfill the required period of return service, the teacher shall reimburse the Board the professional development leave allowance received from the Board based upon the number of months of return service completed, divided by the number of months of return service required, multiplied by the professional development leave allowance paid.

## **9.2 Short Term Leaves**

**9.2.1** (a) In addition to any leave under clause 9.1, the Board will establish a fund to be used to finance the costs of short term professional development activities for teachers, such costs to include travel, living allowances and the cost of substitute teachers.

(b) During the term of this collective agreement, the Board will make allocations to this fund effective September 1, 2004 of \$200,000 for the 2004-2005 school year.

(c) The fund will be administered by the working conditions committee.

## **10. Personal Leaves of Absence**

A teacher may apply for and receive a leave of absence for personal reasons subject to the conditions that follow. Application will be made to the superintendent or designate.

### **10.1 With Pay**

**10.1.1** In any one contract year, not more than five days leave for the critical illness of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister or parents of spouse. A medical statement signed by the critically ill person's attending physician must be submitted. Such statement must include verification that the critical illness was life threatening.

**10.1.2** In any one contract year, not more than three days leave for the death of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister or parents of spouse. If necessary travel warrants additional leave, the three days may be extended up to a maximum of five days.

**10.1.3** In any one contract year, two days leave for attendance at the funeral of each of the teacher's grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law. If circumstances warrant additional leave, the two days may be extended up to a maximum of five days.

**10.1.4** In any one contract year, one day leave for attendance at the funeral of each of the

teacher's uncle, aunt, cousin, nephew or niece.

**10.1.5** Under special circumstances, leaves outlined in clauses 10.1.1, 10.1.2, 10.1.3 and 10.1.4 above, may be extended to include the same relatives of the teacher's spouse.

**10.1.6** For attendance at a funeral in the capacity of pallbearer, honorary pallbearer, speaker or soloist, 1/2 day provided that the teacher receives no remuneration for such services.

**10.1.7** In any one contract year, one day leave for the purpose of writing university examinations.

**10.1.8** In any one contract year, one day leave to attend the teacher's university convocation exercises.

**10.1.9** While obtaining citizenship papers at a scheduled session of the court, 1/2 day.

**10.1.10** While serving as a witness as a result of a notice to attend or subpoena, or for jury duty or any summons related thereto, provided that any witness fee or jury stipend received (excluding subsistence allowances and/or expenses) is remitted by the teacher to the Board.

**10.1.11** In any one contract year, not more than two days for an emergency or misfortune demanding the teacher's attention. This clause may be used in conjunction with 10.1.1 or 10.1.2.

**10.1.12** In any one contract year, one day of leave for a male teacher to attend at the birth of his child or to assist in bringing his newborn child home from the hospital.

**10.1.13** In any one contract year, not more than two days to attend to the medical concerns of members of the teacher's family. Family is defined as spouse, child, parent, sibling; or any other person residing in the teacher's household.

## **10.2 With Pay, Providing the Board is Reimbursed for the Cost of a Substitute Teacher Whether One is Used or Not**

**10.2.1** For attendance, in an official capacity, at educational conventions; or civic government meetings or conventions.

**10.2.2** For the funeral of a friend of the family, one day.

**10.2.3** Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the teacher's control.

## **11. Leave of Absence for Service on Professional Committees**

A teacher may apply for and receive a leave of absence for service on professional committees, subject to the conditions that follow. Application will be made to the superintendent or designate.

**11.1** Leave with pay, provided the Board is reimbursed for the cost of a substitute, for attendance at committee meetings or functions as requested by the Alberta Teachers' Association or the ATA Local No 41.

**11.2** Leave with pay, provided the Board is reimbursed for the cost of full pay for attendance at committee meetings or functions as requested by Alberta Learning.

**11.3** At the initial meeting during each round of collective bargaining, the Board and the ATA Local No 41 shall discuss when bargaining meetings will occur. If bargaining meetings are to be held during school time, an understanding shall be reached at the initial meeting regarding who pays the costs associated with the participation of teacher representatives

in bargaining.

## **12. Maternity Leave/Parenting Leave**

**12.1** Teachers are entitled to maternity leave without pay for a period of 15 weeks.

**12.1.1** When possible, a teacher will notify the Board of her leave requirement three months in advance of the first day of the leave. The commencement of the leave and return from leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected day of delivery shall accompany such notification.

**12.1.2** The Board shall top up employment insurance benefits to 100 percent of the employee's weekly salary and benefits for the duration of the health related portion of the maternity leave, to a maximum of 90 calendar days, as per article 15.3.

**12.1.3** A teacher returning from maternity leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Board policy.

**12.1.3.1** A teacher must provide at least four weeks written notice of intended return date.

**12.1.4** A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

**12.2** In addition to maternity leave, teachers shall be entitled to a parenting leave without pay or benefits for up to 37 weeks.

**12.2.1** When possible, a teacher will notify the Board of her leave requirement three months in advance of the first day of the leave. Written notification for such leave must be made not later than six weeks prior to the commencement of parenting leave.

**12.2.2** A teacher returning from parenting leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Board policy.

**12.2.3** A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.

**12.3** In addition to maternity and parenting leave, teachers shall be entitled to a further parenting leave without pay or benefits for a further 52 weeks.

**12.3.1** Parenting leave will terminate at the end of a school year or at the end of a reporting period in the school year.

**12.3.2** A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.



### **13. Adoption Leave**

Teachers shall be eligible for adoption leave without pay, subject to the following conditions:

- (i) Teachers shall be entitled to adoption leave for up to 37 weeks.
- (ii) When possible, a teacher will notify the Board of the teacher's adoption leave requirements three months in advance of the first day of the adoption leave. Written notification for such leave must be made not later than six weeks prior to the commencement of adoption leave unless the medical condition of the birth mother or child makes it impossible to comply or the date of the child's placement with the adoptive parent was not foreseeable.
- (iii) A teacher returning from adoption leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Board policy.
- (iv) Upon return from leave, a teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not yet been completed, the Board will, where possible, return the teacher to a position with an equivalent administrative designation or the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.

### **14. Other Leaves of Absence**

**14.1** A teacher shall be granted leave for not more than two days in any one contract year for circumstances demanding the teacher's attention.

**14.2** In order to qualify for leave under this clause, a teacher must complete and submit to the superintendent or designate, a leave of absence request form prior to taking the leave, indicating whether or not the leave is related to financial gain or outside business interests.

**14.3** Where the purpose of the leave is related to financial gain for the teacher or outside business interest, the leave will be granted at loss of full pay. In other circumstances, the leave will be granted at loss of substitute pay.

**14.4** This clause may be used in conjunction with 10.1.1 or 10.1.2.

### **15. Sick Leave**

**15.1** Subject to the following, annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

**15.2** Before any payment is made under the article, the teacher shall provide to the Board:

- (i) A declaration, on a form to be provided by the Board, where the absence is for a period of three days or less.
- (ii) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.
- (iii) When the sickness extends for a period of over 30 calendar days, the teacher shall be required to furnish a further medical certificate at the end of each 30 calendar day period through the duration of the sickness until such time as the Alberta School Employee Benefit Plan - extended disability shall take effect. Arrangements for providing such medical certification shall be made through human resources.

**15.3** After 90 calendar days of continuous disability, no further sick leave shall be paid and application will be made by the employee, through the payroll department of Lethbridge School District No 51 to the Alberta School Employee Benefit Plan - extended disability.

**15.4** A teacher who has been absent due to medical disability, upon return to full-time duty, shall be entitled to an additional sick leave benefit in the current year of 90 calendar days unless the teacher becomes eligible to receive benefits from the Alberta School Employee Benefit Plan - extended disability prior to the expiration of the additional 90 day period.

**15.5** When a teacher leaves the employ of the Board all sick leave shall be cancelled.

## **16. Employee Benefit Plans**

For the purpose of this article, eligibility is in accordance to Alberta School Employee Benefit Plan regulations.

**16.1** Alberta School Employee Benefit Plan - All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan Life Insurance Plan 2A and Extended Disability Plan D1 with the Board paying 88 percent of the premium.

**16.2** ASEBP Extended Health Care - Plan 1 - The Board's contribution to the ASEBP Extended Health Care-Plan 1 covering teachers employed by the Board shall be at the rate of 88 percent of the total premium.

**16.3** ASEBP Dental Care - Plan 3C - The Board's contribution to the ASEBP Dental Care Plan 3C covering teachers employed by the Board shall be at the rate of 88 percent of the total premium. For teachers teaching less than 0.5 who wish to participate, the Board's contribution of 88 percent shall be prorated on the basis of their FTE.

**16.4** Alberta Health Care Insurance - The Board's contribution to the Alberta Health Care Insurance covering teachers employed by the Board shall be at the rate of 88 percent of the total premium.

**16.5** ASEBP Vision Care Benefits - The Board's contribution to the ASEBP Vision Plan 3 covering teachers employed by the Board shall be at the rate of 88 percent of the total premium.

**16.6** Employment Insurance Rebates - In consideration of the improvements to the employee benefit plan and sick leave benefits, the employees covered by this contract waive any claims on rebates under the provisions of the *Employment Insurance Act*.

## **17. Grievance Procedure**

The grievance procedure provides for the settlement of any difference(s) between any employee covered by this collective agreement and the Board, or the Alberta Teachers' Association and the Board, concerning the interpretation, application, operation or alleged violation of this collective agreement and includes any disputes as to whether the difference is arbitrable. All grievances shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

In the event the grieving party fails to take the necessary action as outlined in working conditions and grievance procedures within the time limits specified, the grievance shall be deemed to be at an end.

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

### **Working Conditions**

(a) Such difference (hereinafter called "grievance") shall first be submitted in writing to the secretary treasurer of Lethbridge School District No 51 (hereinafter referred to as secretary treasurer) and to the president of the Alberta Teachers' Association Local No 41, as the case may be, who in turn submits it to the working conditions committee. The working conditions committee is composed of four Alberta Teachers' Association representatives

(economic policy chairperson, the president of the ATA Local No 41 and two representatives) and four Board representatives (two Board trustees, secretary treasurer and superintendent or designate).

(b) Such written submission shall be made within 15 working days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later.

(c) Such grievance shall set out the nature of the grievance and the article(s) of this collective agreement which is alleged to have been violated.

(d) Six members of the working conditions committee, (three Board representatives and three ATA representatives) shall be identified as voting members for the purpose as outlined below. A quorum shall consist of six voting members.

(e) The grievance shall be placed on the agenda of the first regular meeting of the working conditions committee following receipt of the grievance by the secretary treasurer and the president of the ATA Local No 41.

(f) If the voting members of the working conditions committee reach a unanimous decision as to the disposition of any grievance, that decision shall be final and binding and the grievor shall be so informed by registered letter by the secretary of the working conditions committee within five working days. If the working conditions committee does not reach a unanimous or any decision, the grievor shall be so informed by registered letter by the secretary of the working conditions committee within five working days.

If the grievance is of a personal nature, the grievor, the secretary treasurer or the president of the ATA Local No 41 will have the right to refer the grievance directly to the grievance committee, rather than having the matter dealt with by the working conditions committee.

### **Grievance**

Members of the working conditions committee shall not be members of the grievance committee.

Either party and/or their representatives may appear before the grievance committee to present an oral and/or written submission.

Within five working days of receipt of the registered letter by the grievor, the grievor shall notify in writing the secretary treasurer of the Board and the president of the ATA Local No 41 that the grievor wishes to refer the matter to the grievance committee.

(a) The grievance committee shall be composed of two representatives of the Board appointed by the Board and two representatives of the Alberta Teachers' Association appointed by the Local president. A quorum of the committee shall consist of all members. The secretary treasurer and Local president shall notify in writing within two working days the respective party of their grievance committee members.

(b) The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 15 working days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding. The grievance committee shall inform the grievor of the decision, by registered letter, within five working days.

### **Arbitration**

If the grievance committee does not reach a unanimous or any decision within the said time then either the Board or the ATA may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 working days after the date of the aforesaid 15 working day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is later.

(b) Each party shall appoint one member as its representative on the arbitration board within five working days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five working days of the appointment of the

second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint a chairperson either party may request the director of mediation services to make the necessary appointment.

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

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

(e) The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the arbitration board.

(f) The arbitration board shall give its decision not later than 10 working days after the appointment of the chairperson provided, however, this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear jointly and equally the expense of the chairperson.

## **18. Subrogation**

**18.1** (a) Cost of absence means the total remuneration paid by the Board during a period when the teacher was absent from work.

(b) Interest means interest calculated in accordance with the provision of the *Alberta Judgment Interest Act*, SA 1984, c.J-0.5 and amendments and regulations thereto.

(c) Judgment or settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss or remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

(d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Board.

(e) Teacher means a teacher in respect of whom the Board has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

**18.2** In the event that the Board incurs a cost of absence as a result of an act or omission of a third party, the Board is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

(a) the teacher shall advise the Board in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Board incurring a cost of absence;

(b) the teacher shall upon request by the Board include the cost of absence, as calculated by the Board, in the teacher's claim;

(c) the Board shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

(d) the teacher agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

(e) the teacher will not settle his/her claim without the prior written consent of the Board as to the amount of the cost of absence to be recovered by the Board;

(f) upon resolution of the amount of the cost of absence payable to the Board, the Board may, upon default of payment by the teacher following demand by the Board offset the agreed upon amount of the cost of absence payable to the teacher by the Board;

(g) the teacher shall not release any third party from the cost of absence without the consent of the Board; and

(h) the Board's consent to settlement shall not be unreasonably withheld.

**18.3** When as a result of judgment or settlement with the consent of the Board, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Board plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

**18.4** When as a result of a judgment or settlement with the consent of the Board, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Board, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

**18.5** The teacher will upon request by the Board execute such documents and agreements as may be required or deemed desirable by the Board to give effect to the provisions of this article 18.

**18.6** In exercising any of its rights under article 18, the Board shall have due regard for the interests of the teacher.

#### **General Clauses**

**19.** This collective agreement shall not affect a teacher's salary or allowance such that his/her salary or allowance is less than what it would have been had the previous collective agreement remained in effect.

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

**21.** This collective agreement shall endure to the benefit of and shall be binding upon the parties and their successors.