

**COLLECTIVE AGREEMENT**

**Between**

**NORTHLAND SCHOOL DIVISION No. 61**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**September 1, 2012 - August 31, 2016**

**FILED IN  
DOCUSHARE**

**NORTHLAND SCHOOL DIVISION NO. 61**

This Agreement is made and dated in quintuplicate, this \_\_\_\_ day of \_\_\_\_\_, A.D., 2014, pursuant to the current School Act and the Labour Relations Code.

**BETWEEN**

The Board 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 Education, 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, 2012 to August 31, 2016. Unless otherwise specified, the provisions of this Agreement shall be effective September 1, 2012.
- 1.2.1 This Agreement continues to be in force after August 31, 2016 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 ninety (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 1st of the year in which the Agreement expires.
- 1.4.1 Notwithstanding Clause 1.4, either party may give such notice within sixty (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 (2) 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 canceled.
- 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 (30) hours per week, of which, whenever possible, a maximum of twenty-three and one-third (23 1/3) 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 (1st) year Principals and Vice-Principals, who are new to administrative positions in the Division, are expected to be in their schools two (2) weeks prior to the school opening date.
- 3.4 Wherever possible, teachers on probationary contracts shall be notified by "THE BOARD" prior to May 31st of the current school year whether they will be offered a continuing contract.

### CLAUSE 4 - PRO-RATA 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 pro-rated.
- 4.2 Full-time teachers employed on a temporary contract for a portion of the school year shall receive leave benefits on a pro-rata basis rounded to the nearest half-day and health spending account contributions (pursuant to Clause 11.5) pro-rated to the proportion that their actual service bears to a year of full-time service based on a ten (10) month school year.

### 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, 2012

<b>Teachers</b>			
<b>2012-2013 Salary Schedule Effective September 1, 2012</b>			
Pay	Years of Education		
Grade	4	5	6
1	63,213	66,227	69,510
2	66,579	69,599	72,898
3	69,947	72,970	76,289
4	73,315	76,336	79,678
5	76,685	79,701	83,067
6	80,421	83,537	86,924
4	84,165	87,366	90,777
8	87,899	91,197	94,634
9	91,633	95,029	98,485
10	95,379	98,856	102,343

Grid – Effective September 1, 2013

	4	5	6
1	63,213	66,227	69,510
2	66,579	69,599	72,898
3	69,947	72,970	76,289
4	73,315	76,336	79,678
5	76,685	79,701	83,067
6	80,421	83,537	86,924
4	84,165	87,366	90,777
8	87,899	91,197	94,634
9	91,633	95,029	98,485
10	95,379	98,856	102,343

Grid – Effective September 1, 2014

<b>Teachers</b>			
<b>2014-2015 Salary Schedule Effective September 1, 2014</b>			
Pay	Years of Education		
Grade	4	5	6
1	63,213	66,227	69,510
2	66,579	69,599	72,898
3	69,947	72,970	76,289
4	73,315	76,336	79,678
5	76,685	79,701	83,067
6	80,421	83,537	86,924
4	84,165	87,366	90,777
8	87,899	91,197	94,634
9	91,633	95,029	98,485
10	95,379	98,856	102,343

Grid – Effective September 1, 2015

- Applied 2% on September 1, 2015

<b>Teachers</b>			
<b>2015-2016 Salary Schedule Effective September 1, 2015</b>			
Pay	Years of Education		
Grade	4	5	6
1	64,477	67,552	70,900
2	67,911	70,991	74,356
3	71,346	74,429	77,815
4	74,781	77,863	81,272
5	78,219	81,295	84,728
6	82,029	85,208	88,662
4	85,848	89,113	92,593
8	89,657	93,021	96,527
9	93,466	96,930	100,455
10	97,287	100,833	104,390

A one-time lump sum payment of 1% of the annual salary as set out in the collective agreement in effect as of November 15, 2015 will be paid to all teachers on contract as of that date and paid no later than the end of December 2015.

The same percentage increase and effective dates as per the salary grid as provided for above (i.e. increase amounts by 2% on September 1, 2015) will be applied to each of the following provisions unless otherwise agreed upon: Clauses 5.3, 6.1.1, 7.1.2, 7.1.3, 7.3.1, 7.4.1.

- 5.3 The rate of pay, inclusive of holiday pay, for substitute teachers shall be:
- |                                 |                       |
|---------------------------------|-----------------------|
| (a) Effective September 1, 2012 | \$202.64 per full day |
| (b) Effective September 1, 2013 | \$202.64 per full day |
| (c) Effective September 1, 2014 | \$202.64 per full day |
| (d) Effective September 1, 2015 | \$206.69 per full day |

The half-day rate shall be calculated by dividing the full day rate by two (2).

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

5.3.1 Notwithstanding the above, a substitute teacher who prepares and teaches for a period of five (5) 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 (1/12th) of their annual salary on the last teaching Friday of each month, or the twenty-fifth (25th) of the month, whichever is earlier.
  - b) For June, teachers will be paid on the twenty-fifth (25th). If the twenty-fifth (25th) 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, 2012 \$1,999.00 per year
- b) Effective September 1, 2013 \$1,999.00 per year
- c) Effective September 1, 2014 \$1,999.00 per year
- d) Effective September 1, 2015 \$2,039.00 per year

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

6.1.2 Written application for the above must be made within ninety (90) days of commencement of employment or within ninety (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 (1st) day of the month following receipt of application by "THE BOARD".

## 6.2 Tuition Fees

6.2.1 Upon ratification, subject to prior approval by the Superintendent of Schools, "THE BOARD" shall reimburse teachers' tuition fees for a University, College, or language course (Cree and Chipewyan language) completed to a maximum of seventy-five (75%) percent. Proof of successful course completion shall be provided by the teacher. Teachers on Education Leave are not eligible for reimbursement under this clause.

## CLAUSE 7 - ALLOWANCES

### 7.1 Principals' Allowance

7.1.1 Effective September 1, 2014, 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 30th in that school year, with ECS pupils counting as full 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 30th for which the Principal is responsible:

- a) Effective September 1, 2012 \$10,520.00 + (\$35.76 X P1)
- b) Effective September 1, 2013 \$10,520.00 + (\$35.76 X P1)
- c) Effective September 1, 2014 \$10,520.00 + (\$35.76 X P1)
- d) Effective September 1, 2015 \$10,730.00 + (\$36.48 X P1)

P1 = enrolment on September 30th



This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

7.1.3 The maximum allowance payable shall be:

Effective September 1, 2012	\$24,154.00 per year
Effective September 1, 2013	\$24,154.00 per year
Effective September 1, 2014	\$24,154.00 per year
Effective September 1, 2015	\$24,637.00 per year

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

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

7.1.5 Acting Principals shall be paid an Acting Principal Allowance in accordance with Board Procedure 413.

## 7.2 Vice-Principals' Allowance

7.2.1 Vice-Principals shall be paid one-half (1/2) of the Principal's Allowance.

## 7.3 Location Allowance

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

	<u>Ft. Chipewyan</u>	<u>Chipewyan Lake</u>	<u>Ft McKay</u>
a) Effective Sept. 1, 2012	\$3,320.00	\$4,117.00	\$2,717.00
b) Effective Sept. 1, 2013	\$3,320.00	\$4,117.00	\$2,717.00
c) Effective Sept. 1, 2014	\$3,320.00	\$4,117.00	\$2,717.00
d) Effective Sept. 1, 2015	\$3,386.00	\$4,199.00	\$2,771.00

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

7.3.2. Fort Chipewyan - Effective September 1, 2002 - two (2) round-trip flights to Fort McMurray per year. These flights are subject to a minimum of four (4) weeks advance notice by the employee to allow the employer to take advantage of early booking discounts.

## 7.4 Expense Allowance

7.4.1 "THE BOARD" shall pay to the ATA Local #69 an amount per teacher on or before September 1st each year for the purpose of providing a travel grant to teachers to attend the teachers' convention. The ATA Local #69 shall determine

the amount each teacher is to receive, and distribute this amount prior to the teachers' convention date.

- a) Effective September 1, 2012     \$363.00 per teacher
- b) Effective September 1, 2013     \$363.00 per teacher
- c) Effective September 1, 2014     \$363.00 per teacher
- d) Effective September 1, 2015     \$370.00 per teacher

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

#### 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 ninety (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 (1st) 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 four (4) years of teacher education, and the number of years of verified teaching experience.
  - 8.2.4 Upon ratification, Clause 8.2.2 shall not apply if the teacher submits satisfactory written evidence or proof of application to "THE BOARD" within ninety (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 payment of part years.

## CLAUSE 9 - EXPERIENCE INCREMENTS

- 9.1 Teachers new to staff will be required to submit verification of teaching experience from their previous employers within ninety (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 (1st) day of the month following receipt of the verification of teaching experience by "THE BOARD".
- 9.2 A year of teaching experience shall be any one (1) school year during which a teacher has taught for not less than one hundred-ten (110) school days.
- 9.2.1 Leaves taken under Clauses 10.1, 10.2, 10.3, and the health-related portion of Clause 10.4 shall be counted as days taught for the purpose of this Clause.
- 9.2.2 Effective September 1, 2004 substitute teaching shall be counted as teaching experience for the purpose of this clause.
- 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 Effective September 1, 2006, experience increments shall take effect on the first (1st) teaching day of the school year or February 1st, whichever is earliest after earning an experience increment.
- 9.5 Notwithstanding Clause 9.2, a teacher teaching part-time shall be entitled to one (1) experience increment for each one hundred and fifty (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 twenty (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.

- 10.1.1 (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 forty (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".
- 10.1.2 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".
- 10.1.3 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.
- 10.1.4 "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.
- 10.1.5 Upon ratification, at the beginning of the second (2nd) full year of continuous employment with "THE BOARD", and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.
- 10.1.6 A teacher who has been absent on sick leave and returns to regular duties shall have the ninety (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 twenty (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 ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.

- 10.1.7 "THE BOARD" will recognize up to forty (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 ninety (90) calendar days of commencement of employment.

10.2 Birth/Adoption Leave

- 10.2.1 "THE BOARD" shall grant a teacher Birth/Adoption Leave with pay, up to a maximum of five (5) days per annum, at the time of the birth or at the time of the adoption of the teacher's child.

10.3 Family Care Leave

- 10.3.1 Upon ratification, "THE BOARD" shall grant a Leave of Absence with pay to a teacher who is absent due to the teacher's child, parent, or spouse requiring medical care up to a maximum of ten (10) days per school year

Notwithstanding the above, a teacher who requires additional time, upon application to the Superintendent, may be granted up to two (2) extra days per school year.

- 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 Procedure 426.

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 (3) consecutive years or more shall be eligible to apply in the fourth (4th) or any subsequent year for professional improvement leave as outlined below.

- 10.5.2 Written applications must be received by "THE BOARD" by February 1st 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 (2) staff members shall be granted professional improvement leave in any one (1) year, if so recommended by the Committee.
- 10.5.5 All applicants shall be notified in writing of "THE BOARD'S" decision by March 15th of the year of this Agreement.
- 10.5.6 Successful applicants shall agree to return to work with "THE BOARD" for two (2) years following the year of leave. If any of the said staff members leave the service of "THE BOARD" before the two (2) 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 seventy (70%) per cent 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 twelve (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 (5) teaching days because of critical illness of an immediate relative, resident in Alberta.
  - b) up to five (5) teaching days because of death of an immediate relative, resident in Alberta.
  - c) up to seven (7) teaching days because of critical illness of an immediate relative, resident outside of Alberta.
  - d) up to seven (7) 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, death or funeral.
- 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 Effective September 1, 2014, upon application to the Principal or designate, leave of absence for private business will be granted to a teacher by the Superintendent of Schools, subject to the operational requirements of the school having regard to all circumstances, for up to two (2) 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 as per the daily rate in Clause 5.3 plus the employer portion of statutory benefit contributions, to attend legislative, executive, committee or other meetings of "THE ASSOCIATION".

## CLAUSE 11 - HEALTH & 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) A.S.E.B.P., Life and A. D. & D. Schedule 2, one hundred (100%) per cent of each teacher's monthly premium.
- (b) A.S.E.B.P., Extended Disability Benefit Plan D, one hundred (100%) per cent of each teacher's monthly premium.
- (c) A.S.E.B.P., Extended Health Care Plan 1, one hundred (100%) per cent of each teacher's monthly premium.
- (d) A.S.E.B.P., Dental Care Plan 3, one hundred (100%) of each teacher's monthly premium.
- (e) A.S.E.B.P., Vision Care Plan 3, one hundred (100%) of each teacher's monthly premium.

11.1.1 Upon ratification, subject to the provisions of the master policy, participation in the A.S.E.B.P plans listed in Clause 11.1 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.

11.1.2 Teachers employed on a temporary contract are not eligible for the A.S.E.B.P. coverage outlined herein until they have provided services on a continuous basis for one (1) full calendar month. The coverage will begin on the first (1st) day of the following month. Where a teacher is employed on a temporary contract and wishes to be covered under A.S.E.B.P., such teacher may apply for coverage and shall be responsible for the total cost of all premiums for the first (1st) 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 (1) month waiting period once.

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

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



- 11.1.3 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 ninety (90) day waiting period.
- 11.2 Alberta Health Care Insurance Plan, Group #6355, one hundred (100%) per cent of each teacher's monthly premium.
- 11.3 Canada Employment and Immigration Commission Rebate – It is understood that payments made toward the aforementioned benefit plans shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.
- 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 ninety (90) day waiting period, "THE BOARD" will be responsible for the ASEBP premiums for those months without pay to the ninety (90) day.
- 11.5 "THE BOARD" agrees to contribute per eligible teacher, each year, to a Health Spending Account (HSA).

Annual contributions shall be:

September 1, 2012 - \$825.00  
September 1, 2013 - \$825.00  
September 1, 2014 - \$850.00  
September 1, 2015 - \$850.00

A Health Spending Account (HSA) is for the benefit of that teacher and his/her spouse and dependents. Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Clause 11 of this agreement. The HSA will adhere to Canada Revenue Agency (CRA) rules and will be administered by ASEBP.

## 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 Superintendent and the Chair of the Economic Policy Committee (EPC) of the Northland Local No. 69 and the Coordinator of Teacher Welfare 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 (1) representative of "THE BOARD" and one (1) representative of "THE ASSOCIATION" shall consider any dispute regarding the interpretation, application, operation or any alleged violation of the Agreement within twenty (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 an arbitration board. Such written notice must be served within ten (10) days following the completion of the preceding step.
- 12.5 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice. The two (2) members as appointed shall endeavour to select an independent chair.
- 12.6 If the two (2) members fail to select a chair within five (5) days after the day on which the last of the two (2) members are appointed, they shall request the Director of Mediation Services to select a chair.
- 12.7 The arbitration 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 findings and decision of the arbitration board 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 arbitration board and the two (2) parties shall bear equally the expenses of the chair.
- 12.10 When any references in Clause 12 are to a period of days, such period shall be exclusive of Saturdays, Sundays, holidays as well as the Christmas, Easter/spring, and summer breaks.
- 12.11 Timelines may be extended by mutual agreement of the parties.

### 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 two (2) times during the school year.
- 13.4.1 Each party shall bear its own costs.

#### CLAUSE 14 – PROFESSIONAL DEVELOPMENT FUND

- 14.1 A Professional Development Fund shall be established each fiscal year in the amount of:
- a) Effective September 1, 2007                      \$51,500.00
- 14.2 This fund is to be jointly administered by a representative of "THE BOARD" and Local Teacher P.D. 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 A.T.A. 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 A.T.A. Local No. 69.

#### CLAUSE 17 – GENERAL


- 17.1 "THE BOARD" will encourage and support local orientation for all new teachers to the school and community.

IN WITNESS WHEREOF the parties have executed this Agreement this 15  
day of December A.D., 2014.

  
Coordinator of Teacher Welfare  
The Alberta Teacher's Association

  
Chairperson  
Northland School Division No. 61

  
Chairperson  
Negotiating Sub-Committee  
Alberta Teachers' Association Local #69

  
Secretary-Treasurer  
Northland School Division No. 61

  
Chairperson  
Economic Policy Committee  
Alberta Teachers' Association Local #69

  
President  
Alberta Teachers' Association Local #69

