

COLLECTIVE AGREEMENT

Between

HORIZON SCHOOL DIVISION No. 67

and

THE ALBERTA TEACHERS' ASSOCIATION

September 1, 2007

to

August 31, 2012

This agreement is made in duplicate this 3rd day of March, A.D. 2008 pursuant to the *School Act*, Chapter/Regulation: S-3 RSA 2000 and the *Labour Relations Code*, Chapter/Regulation: L-1 RSA 2000.

Between Horizon School Division No. 67, hereinafter called the "Employer", of the first part, and The Alberta Teachers' Association, a body corporate incorporated under the laws of the Province of Alberta, hereinafter called the "Association", of the second part.

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

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

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

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

1. The collective agreement applies to all employees of the Employer who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, The Province of Alberta, and must be members of the Association, herein collectively called the teachers, or where the context requires, teacher, except those designated as Superintendent or Deputy Superintendent.

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

3. **Term and Effective Date**

This collective agreement shall, except where otherwise specified, take effect September 1, 2007 and shall remain in full force and effect until August 31, 2012, except in the event that negotiations between the parties for renewal, or revision hereof, for a new collective agreement have been commenced as hereinafter provided and have not been concluded by the above termination date, this collective agreement shall continue in full force and effect until

- a. a new agreement is reached, or
- b. the Association terminates the agreement by commencement of strike action, or
- c. the Employer terminates the agreement by the commencement of a lockout.

3.1 Either party may give to the other party 60 to 150 days prior to the termination of this agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new agreement. Such notice shall contain the intent of all amendments sought. The party receiving notice shall submit its proposals in writing to the other party six calendar days prior to the first meeting.

4. **Salary**

4.1 The following shall determine the placement on the salary schedule

- a. the number of years of teacher education in accordance with clause 4.4.

- b. the number of years of teaching experience in accordance with clause 4.5.
- 4.2 The Employer shall pay the teachers monthly one-twelfth (1/12) of the salary in effect for that month as herein set forth and computed. For the purposes of this agreement, allowances shall be considered to be part of the salary.
- 4.3 Amend the salary grid to apply a three per cent increase effective September 1, 2007

September 1, 2007					
	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6
0			48,561	51,399	54,428
1			51,460	54,284	57,301
2			54,375	57,197	60,195
3			57,255	60,091	63,091
4			60,148	62,952	65,955
5-6			63,024	65,846	68,843
7			65,899	68,732	71,749
8			68,784	71,633	74,643
9			71,684	74,440	77,484
10			74,522	77,335	80,382
11	50,864	56,651	76,982	79,754	82,859

- 4.3.1 For the years subsequent to 2007/08, salary increases shall be calculated as follows:

- The December 2007 annual Alberta Average Weekly Earnings (AAWE*) Index shall be compared to the December 2006 annual AAWE* and the percentage increase shall be applied to the salary grid to take effect September 1, 2008.
- The December 2008 annual AAWE* Index shall be compared to the December 2007 annual AAWE* and the percentage increase shall be applied to the salary grid to take effect September 1, 2009.
- The December 2009 annual AAWE* Index shall be compared to the December 2008 annual AAWE* and the percentage increase shall be applied to the salary grid to take effect September 1, 2010.
- The December 2010 annual AAWE* Index shall be compared to the December 2009 annual AAWE* and the percentage increase shall be applied to the salary grid to take effect September 1, 2011

In no case will a reduction in salary be applied. If the formula produces a negative number, the existing salary grid shall continue for the subsequent year.

ALBERTA AVERAGE WEEKLY EARNINGS* (M of A Appendix B)

The increase for September 1, 2008, will be calculated by comparing the average of earnings for Alberta from January 1, 2007 to December 31, 2007, to the average of earnings for Alberta from January 1, 2006 to December 31, 2006, and so forth for each subsequent year.

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

4.3.2 Continue to incorporate and implement the grid roll-up and restructure the grid as follows:

Years of teaching experience

(2007-2008) 0, 1, 2, 3, 4, 5-6, 7, 8, 9, 10, 11

(2008-2009) 0, 1, 2, 3, 4, 5, 6-7, 8, 9, 10, 11

(2009-2010) 0, 1, 2, 3, 4, 5, 6, 7-8, 9, 10, 11

(2010-2011) 0, 1, 2, 3, 4, 5, 6, 7, 8-9, 10, 11

(2011-2012) 0, 1, 2, 3, 4, 5, 6, 7, 8, 9-10, 11

- 4.4 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Teacher Qualifications Service in accordance with the policies established by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association, and the Alberta School Trustees' Association, dated March 23, 1967. All teachers must have an evaluation by the Teacher Qualifications Service.
- 4.4.1 Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.
- 4.4.2 Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall within 60 days of September 1 or February 1 or commencement of duties, submit to the Employer proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service.
- 4.5 A year of teaching experience is any one year during which a teacher has rendered service for not less than 120 days. A teacher who has rendered service for not less than 60 days in any one semester shall receive credit for one-half (1/2) year of teaching experience. One-half (1/2) year teaching experience not to be paid except that two (2) one-half (1/2) years of teaching experience in different school years shall count as one year of teaching experience. Except as otherwise provided teaching experience shall not include university or college instruction. Teachers receiving such university experience prior to January 1, 1980 and college experience prior to January 1, 1981 shall continue to receive same.
- 4.5.1 Notwithstanding clause 4.5, any teacher hired on a regular part-time basis such that 120 full days of teaching cannot be accumulated in one school year, or 60 full days in one semester, shall receive credit for one year's teaching experience upon a total accumulation of 120 full days of teaching or more prior to the adjustment date as specified in clause 4.4.1, accumulation to commence September 1, 1972.
- 4.5.2 Teaching experience obtained by a teacher prior to engagement by the Employer is counted as if it has been teaching experience in schools under the Employer's jurisdiction. Prior teaching experience shall be documented by previous employer(s).
- 4.5.3 No teacher shall receive credit for teaching experience gained while not holding a valid teaching certificate. For teachers engaged on or after January 1, 1982, substitute teaching will not in any event be used in calculating whether an additional year of teaching experience with the Employer has been earned.

5. **Allowances**

Effective September 1, 2007, increase all dollar amounts by three percent. That is to say that where these provisions are expressed in dollar amounts and not percentages, the dollar amounts will increase by the applicable percentage.

Effective September 1, 2008 to September 1, 2011 increase all dollar amounts by the same increases on the same dates as the salary grid.

- 5.1.1 Principal - In addition to salary as per the salary schedule in clause 4, each principal shall receive, monthly, an allowance of one-twelfth (1/12) of the following schedule based on the number of teachers, including the principal, vice-principal or assistant principal and the ECS teacher(s).
- 4.00 percent of the fourth year minimum for each of the first five teachers,
 - 2.02 percent of the fourth year minimum for each of the next five teachers,
 - 1.52 percent of the fourth year minimum for each of the next five teachers,
 - 1.01 percent of the fourth year minimum for each remaining teacher.

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

- 5.1.2 In addition to allowances provided for in clause 5.1.1, a principal shall receive the following allowance enhancement as determined by the number of full time equivalent teachers at the principal's school(s).

#FTE Teachers	Base Enhancement
5 teachers or under	\$2,317.50
5.01 to 6	\$2,060.00
6.01 to 7	\$1,802.50
7.01 to 8	\$1,545.00
8.01 to 9	\$1,287.50
9.01 to 10	\$1,030.00
10.01 to 11	\$772.50
11.01 to 12	\$515.00
12.01 to 13	\$257.50
Over 13	\$0

- 5.1.3 In addition to the teacher's salary in clause 4, each vice-principal shall receive one-half the allowance paid to the principal and each assistant principal shall receive one-quarter of the allowance paid to the principal.
- a. The Employer shall establish a vice-principal position at each school having over ten FTE teachers, including ECS.
 - b. The Employer shall establish an assistant principal position at each school having between 6 and 10 FTE teachers, including ECS.
 - c. Where the vice-principal or assistant principal function is performed by more than one person the allowance shall be divided equally among those persons.
 - d. Notwithstanding clause 5.1.3.b, those persons presently functioning in vice-principal positions in schools with between six and ten FTE teachers shall continue to receive the same allowance as provided for in the 1999/2000 Collective Agreement, adjusted for changes in number of teachers in the 2000/2001 school year, for as long as they continue

to have the administrative designation or receive a re-appointment to the same administration designation.

- e. The Employer may add vice-principal or assistant principal positions at any school as it deems appropriate.
- 5.2 Teachers receiving allowances pursuant to the previous collective agreement shall continue to receive such allowance for the term of their designation, provided that provision is not made elsewhere in this agreement for an allowance for the designation.
- 5.3 In a school where there is no vice-principal or assistant principal, a teacher shall be designated by the School Principal to be acting principal in the absence of the principal, and shall be paid an amount equivalent to 1/200 of 25 percent of the principal's allowance for each 1/2 day of the principal's absence.
- 5.3.1 In a school where the principal and vice-principal(s) or assistant principal(s) are absent, a teacher shall be designated by the School Principal to be acting principal and shall be paid an amount equivalent to 1/200 of 25 percent of the principal's allowance for each one-half (1/2) day of absence.
- 5.3.2 When, in the absence of the principal, the vice-principal, assistant principal or any other designee acts in the principal's place for a period of five (5) or more consecutive school days, the vice-principal, assistant principal or designee shall receive an allowance of 1/200 of the principal's allowance as calculated in clause 5.1.1 effective on the fifth (5th) day and for every consecutive school day thereafter until the return of the principal.
- 5.4 Payment of allowances shall commence on the effective date of appointment of the principal, vice-principal, assistant principal or designee.
- 5.5 It is the right of the Employer to create and fill principal, vice-principal, assistant principal, supervisory, coordinator, and consultative positions provided that the allowances for said positions are included in this collective agreement.
- 5.5.1 In addition to the salary under clause 4 there shall be paid the following allowances to designated teachers employed by the Employer prorated to the equivalent of time spent in the positions.

Effective September 1, 2007, increase all dollar amounts by three percent.

Effective September 1, 2008 to September 1, 2011 increase all dollar amounts by the same increases on the same dates as the salary grid.

		<u>September 1</u>
		<u>2007</u>
A.	Supervisors	\$ 12,508
B.	Coordinators	\$ 6,005
C.	Consultants	\$ 3,078

- 5.5.2 In addition to salary under clause 4, teachers designated to perform administrative duties in colony schools shall receive an allowance equivalent to 2.00 percent of the fifth year minimum for each full-time equivalent teacher at the school.

6. Substitute Teachers

- 6.1 A substitute teacher means a teacher employed on a day-to-day basis.
- 6.2 The following rates of pay, including holiday pay, will be paid per day to substitute teachers based on Employer approved School Week/Year Structures:

Effective September 1, 2007, increase all dollar amounts by three percent.

Effective September 1, 2008 to September 1, 2011 increase all dollar amounts by the same increases on the same dates as the salary grid.

	<u>September 1</u> <u>2007</u>
Schools with a 5.0 day week	\$ 167.07
Schools with a 4.5 day week	\$ 185.63
Schools with a 4.0 day week	\$ 208.81

- 6.3 The rate of pay for a teacher employed on a substitute basis, who fills the same teaching position for more than five (5) consecutive days, shall be paid effective the sixth (6th) consecutive teaching day according to the placement on the salary schedule subject to the terms of this Collective Agreement.
- 6.4 Notwithstanding clause 6.3, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment with the Employer shall be paid effective the first (1st) day according to placement on the salary schedule.
- 6.5 In no instance shall a substitute be paid less than one half (1/2) of the full day rate for an assignment in the morning or afternoon.
- 6.6 When the assignment of a substitute teacher includes classes both before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in clause 6.2.
- 6.7 When the assignment of a substitute teacher is made for a 0.5 work day, at a school with a 4.5 day week, the substitute teacher shall be paid one-half (1/2) of the full day rate specified in clause 6.2.

7. Payment

- 7.1 Teachers under contract, except substitutes, shall be paid by the 27th day of each month, with the exception of December when the teacher shall be paid on the last teaching Friday.
- 7.2 Any teacher completing a full year's service shall have made available to the teacher any sum outstanding at the end of the year's teaching, provided that in the opinion of the teacher there are special circumstances that make it necessary and individually written applications (stating these circumstances) are made by June 1.
- 7.3 Payment for teachers shall be in accordance with the memorandum regarding calculation of salary for the purpose of both payment and deduction, a memorandum between the Association and the Alberta School Trustees' Association signed on or about January 6, 1972.
- 7.4 Payment for substitute teachers shall be available no later than the 10th day of the month following service rendered.

8. Cumulative Sick Leave

- 8.1 In the first year of service with the Employer, a teacher shall be entitled to 20 teaching days of sick leave at full salary. During the second and subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.
- 8.2 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in 8.1. Notwithstanding the above, after 20 teaching days of continuous absence in a teacher's first year of service, no further salary shall be paid. After 90 calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who in his second or subsequent year of service returns to work after a continuous absence of 90 calendar days shall have his sick leave entitlement under clause 8.1 reinstated upon submission of a medical certificate of good health.
- 8.3 In the case of a teacher who has had previous service with Horizon School Division No. 67 and re-enters its employ within 26 months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated, clause 8.1, during the period of employment with the Horizon School Division No. 67 shall be reinstated to the credit of the teacher.
- 8.4 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of four or more consecutive teaching days may be required to present a medical certificate within one month after resuming normal teaching duties.
- 8.5 A teacher who is absent from school duties to obtain medical or dental treatment, or because of accident, disability or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving reasons for such absence.
- 8.6 Should a substitute teacher be unable to work as a result of an injury sustained while performing his/her duties for the Employer, the teacher shall be paid an amount of money equal to the per diem rate specified in clause 6.2, up to a maximum of 5 consecutively scheduled teacher days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician chosen or approved by the Employer.

9. Leave of Absence

9.1 With Full Pay

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

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

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

- 9.1.2 For the period of one day, plus one day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- 9.1.3 For not more than two days per school year for the purposes of writing examinations in academic or professional courses.
- 9.1.4 For those days on which a teacher is unable to reach the school from his usual place of residence because of impassable roads, when the absence is approved by the principal.
- 9.1.5 For two teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.
- 9.1.6 Leave of absence without loss of salary shall be granted for:
 - a. jury duty or any summons related thereto; or
 - b. to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).
- 9.1.7 A teacher may request in writing up to one (1) day leave with pay, consistent with the normal hours of work on that day, in each school year to attend to the medical concerns of members of the teacher's family. Such request must be made to the Superintendent one week prior to the day of leave unless such leave is due to a medical emergency. In such cases the teacher shall submit a request in writing within one week of the day of leave. In all cases, the teacher must submit a medical certificate to the Superintendent or when a medical certificate is not attainable, the teacher must identify why the teacher's attendance is deemed necessary.

Requests for family medical leave will not be unreasonably withheld however, granting of the leave will be subject to the availability of replacement staff and the operation requirements of the school(s) involved.

Family is defined as spouse, child, step-child, parent, or any other person residing in the teacher's household.

9.2 **With Partial Pay**

Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the rates of pay of a substitute, as specified in clause 6, is forthcoming to the Employer through payroll deduction or payment from other sources:

- 9.2.1 Personal leave for not more than five days in any school year shall be granted for attending to private concerns. Where possible, at least one day's advance notice shall be given to the principal or in the case of a principal to the Superintendent or his office.
- 9.2.2 For the period of one day, plus one day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse, son, daughter or step-child.
- 9.2.3 To attend the Annual Representative Assembly of The Alberta Teachers' Association as an official delegate.

9.3 **Maternity and Parental Leave**

9.3.1 A teacher shall be entitled to maternity leave of fifteen (15) weeks following twelve (12) months of continuous service with the Employer.

9.3.2 When a teacher is unable to attend work due to pregnancy, the teacher shall be eligible for one of the following options:

- a. if the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefit.
- b. if the absence begins within the 10 week period before the estimated date of delivery, the teacher shall choose either the sub plan or sick leave. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

9.3.3 The Employer will register and implement a 95% Supplementary Unemployment Benefits plan which each teacher shall access for pay for a period of 17 weeks of maternity leave. The Employer shall pay its portion of each teacher's benefit plan premiums for the 17 week period. The remainder of the maternity leave, exclusive of the 17 week period, shall be without pay and Employer contribution of premiums.

9.3.4 Each teacher shall endeavour to notify the Employer verbally of her leave requirements three (3) months in advance, however, the teacher shall give the Employer at least six (6) weeks written notice of the date she will start her maternity leave or parental leave.

9.3.5 A teacher, in accordance with the *Employment Standards Code*, is eligible for an unpaid leave of thirty-seven (37) weeks commencing any time after the birth or adoption of a child but such leave must be completed within fifty-two (52) weeks of the date the baby was born or the adopted child was placed with the teacher. During this parental leave, the teacher shall be eligible to maintain benefit coverage provided the teacher pays one hundred percent (100%) of the premiums associated with the benefit plans.

9.3.6 Teachers returning from maternity leave or parental leave shall give the Employer at least four (4) weeks written notice of return and, following notice, shall be returned to the position held at the commencement of the leave. This does not imply that a teacher on maternity leave or parental leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.

9.4 **Negotiation Leave**

9.4.1 Leaves of absence for the teacher's negotiating committee shall be granted, to a maximum of three teachers, without loss of salary provided, however, that the Employer shall be reimbursed by the Association an amount equal to the salary of a substitute for each teacher commencing the third and subsequent days of such leave.

10. **Transfers**

10.1 The Employer shall pay to a teacher it has transferred to another school the moving expenses necessarily incurred by the teacher and the teacher's family as a result of such transfer to a maximum of \$1,000.00, as receipted. This does not apply to a teacher who has requested a transfer.

11. **Benefits**

11.1 The Employer shall effect and maintain:

11.1.1 Alberta School Employee Benefit Plan (ASEBP)

- a. Extended Disability - Plan D
- b. Life, Accidental Death and Dismemberment - Schedule 2
- c. Extended Health Care - Plan 1
- d. Dental Care - Plan 3
- e. Vision Care Plan 3

11.1.2 Alberta Health Care Insurance (AHC) Applicable to and for the benefit of teachers in its employ, according to the provisions of the plan.

11.2 All teachers shall be members of the ASEBP Extended Disability - Plan D; Life, Accidental Death and Dismemberment - Schedule 2; and Vision Care – Plan 3; as defined in 11.1.1. a., b. and e. With respect to ASEBP Vision – Plan 3, participation may be waived by a teacher if coverage is provided through their spouse in accordance with ASEBP regulations.

11.2.1 With respect to clause 11.1.1 c. and d., and clause 11.1.2; it is understood that participation in ASEBP - Extended Health Care -Plan 1, Dental Care - Plan 3 and Alberta Health Care Insurance is not a condition of employment.

11.3 The Employer shall pay a percentage of the premiums for the plans mentioned in clause 11.1.1. a., b., c., d., and e.; and 11.1.2 as follows:

Effective September 1, 2007	93%
Effective February 1, 2008	94%
Effective September 1, 2008	95%
Effective September 1, 2009	96%
Effective September 1, 2010	98%

11.3.1 Part-time teachers who are eligible shall be paid in accordance with 11.3. on a pro-rata basis.

11.4 It is understood that payments towards the aforementioned benefit plans shall permit the Employer to retain and not pass on to the teachers any rebates or premiums otherwise required under the Employment Insurance Commission regulations.

11.5 Effective September 1, 2008, the Board will establish for each eligible teacher (teachers on full-time, part-time, temporary, probationary and interim contracts – not including substitute teachers) a Health Spending Account (HSA), prorated for teachers working less than a full-time equivalent, for the use of the eligible teacher, his/her spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP). The Board will contribute \$300.00 per eligible teacher per year to such account, contributions to be made quarterly. Unused balances can be carried over one additional HSA year with balances that remain unused after two HSA years forfeited back to the Employer. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance. In this clause, “eligible teacher” means any teacher on a continuing, probationary, interim or temporary contract of at least twelve (12) months duration.

12. **Grievance Procedure**

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

Step 1 - Such differences (hereinafter called a grievance) shall first be submitted in writing to the Chairperson of the Economic Policy Committee of the Association and the Associate Superintendent of the Employer.

- a. Such written submission shall be made within 30 days from the date the grievor first had knowledge of the alleged circumstances that give rise to the grievance.
- b. The submission shall set out the nature of the grievance, the clause(s) of this collective agreement which are being disputed, and the remedy sought.

Step 2 - In the event the grievance is not settled within 15 days from the date of the submission in accordance with Step 1, then within a further period of 15 days the grievance shall be referred in writing to the grievance committee.

- a. Such grievance committee shall consist of two representatives of the Association and two representatives of the Employer
- b. This grievance committee shall meet and endeavour to resolve the grievance, and shall render its decision within 15 days following receipt of the submission.
- c. If the majority of the grievance committee reaches a decision as to the disposition of the grievance, that decision shall be final and binding on both parties. A majority decision shall be the decision of three members of the grievance committee.

Step 3 - In the event the grievance committee does not meet within 15 days following receipt of the submission, or in the event that the committee does not reach a majority or unanimous decision within the said time limitations, then either party may, by written notice to the other party, require the establishment of an Arbitration Board as hereinafter provided.

- a. Such notice must be given within 10 days after the date the 15 day limitation in Step 3 expires.
- b. Concurrently, with the notice by the party requiring establishment of an Arbitration Board, the party shall name its nominee to the Board, and the recipient of the notice shall, within five days, inform the other party of its nominee to the Board.
- c. The two nominees so appointed shall within five days of the appointment of the second of them, appoint a third person, who shall be Chairman of the Arbitration Board. In the event of failure to agree on the appointment of a Chairman, any party may request the person be appointed in accordance with the provisions of the *Labour Relations Code*.

Step 4 - The Arbitration Board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

- a. Such award shall be final and binding upon the parties and upon any teacher affected by it.
- b. The decision of a majority of the Arbitration Board is the award of the Board, but where there is no majority (or unanimity) the decision of the Chairman governs and shall be deemed to be the award of the Board.
- c. The Arbitration Board by its decision shall not alter, amend or change the terms of this agreement.
- d. Each party to the grievance shall bear the expense of its respective nominee, and the two parties shall bear in equal proportions the expense of the Chairman.
- e. All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a Board of Arbitration) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.
- f. Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

13. **Staff Deployment**

Staff deployment and administrative time shall be the responsibility of the Superintendent and Principal in consultation with the principal's staff.

14. **Employer-Teacher Liaison**

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

14.2 The Employer and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communications through the various channels that are available to them.

14.3 The Employer shall submit proposed regulations and policies pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four weeks or such time as mutually agreed upon to respond to these proposals in such manner as they may desire.

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

General

15. Any teacher required to teach in more than one school shall receive a travel allowance, paid at the Employer's current per kilometer rate, for such days when the distance traveled between schools exceeds 8 kilometers.

16. If the Employer wishes to change the commencement date of the school year they shall notify their teachers of such change prior to May 1.

17. When school is closed for all students due to health reasons, inclement weather, or physical plant breakdowns; teachers will not be required to attend school.
18. Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of this Collective Agreement.
19. This agreement shall enure to the benefit of and be binding upon the parties and their successors.
20. All previous collective agreements between or affecting the parties are hereby cancelled.
21. **School Year**
 - 21.1 Teachers will not be required to render service for more than 200 designated teacher days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.
 - 21.2 Notwithstanding clause 21.1, Principals shall be responsible to organize their schools in order that the schools are ready for operation.
 - 21.3 The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Employer not less than four calendar months prior to such date.
 - 21.4 The week following Easter Sunday will continue to be a vacation period, unless agreed to otherwise by the Employer and its teachers.
22. **Professional Improvement Leave**
 - 22.1 Professional Improvement Leave shall mean full study or other activities designed to improve the teacher's academic or professional qualifications at a recognized university or college.
 - 22.2 Teachers who have five or more years of continuous service with the Employer or one of its founding Boards of Education and are at a maximum salary schedule position may apply.
 - 22.3 A teacher must apply for Professional Improvement Leave by April 1 with the leave to be taken during the following school year.
 - 22.4 The Employer will, within the terms of this agreement, consider and approve all applicants except in those circumstances where the Employer determines that approval would be detrimental to the best interest of the Employer. In such cases, the Employer will provide the applicant with the rationale for not approving the application.
 - 22.5 A teacher granted Professional Improvement Leave shall receive as salary, payable on the last teaching Friday of each month, 1/12 of \$19,570.00.

Effective September 1, 2008 to September 1, 2011 increase all dollar amounts by the same increases on the same dates as the salary grid.
 - 22.6 A teacher taking Professional Improvement Leave shall retain their position of seniority.
 - 22.7 A teacher who is granted a leave shall, upon returning, be given a position no less favorable than the one the teacher had before the leave.
 - 22.8 The returning teacher shall notify the Superintendent of their choice of returning by May 1, of the year in which the leave expires.

23. **ATA/Employer Professional Development Fund**

23.1 The Employer will contribute \$50,000.00 to the joint ATA/Employer Professional Development fund on an annual basis.

Dated at Taber, Alberta this 12th day of March 2008.

Horizon School Division No. 67

M Hogan
Ernie Frame
Al B...

ATA Horizon Local # 4

Linda E. Vinstick
Shane Magatneic
Blindley

Coordinator of Teacher Welfare -
Alberta Teachers' Association

Blindley

LETTER OF INTENT No. 1

Assigned Time


The Employer is hereby committed to not increase the number of instructional days in the school year beyond that approved by the Board, to a maximum of 189 days.


Furthermore, the Employer's schools will be committed not to increase the average number of instructional minutes per week, within reasonable limits of tolerance recognizing the operational needs of each school, beyond that provided for in previous school years.


The provisions of this letter of intent shall become effective the date of ratification of the collective agreement subsequent to which this letter applies and shall become null and void upon the expiry date of the collective agreement and shall have no effect after that date.

Dated at Taber, Alberta this 12th day of March 2008.


Horizon School Division No. 67




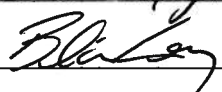




ATA Horizon Local # 4







Coordinator of Teacher Welfare –
Alberta Teachers' Association



LETTER OF INTENT No. 2

STAFFING FORMULA

Any review of the current Staffing Formula shall be conducted by a Committee comprised of a Board Member, Division Office Administration and Professional Staff.

Dated at Taber, Alberta this 12th day of March 2008.

Horizon School Division No. 67

M Hogan
Bryan E. Kram
D. B. ...

ATA Horizon Local # 4

Linda E. Vested
Shane Magutovic
B. ...

Coordinator of Teacher Welfare -
Alberta Teachers' Association

O. ...


LETTER OF INTENT NO. 3

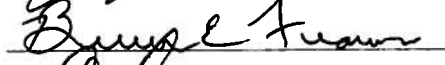
The Employer is hereby committed to continue and incorporate grid roll-up and restructure the grid as follows:


2012-2013: 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10-11
2013-2014: 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Dated at Taber, Alberta this 12th day of March 2008.

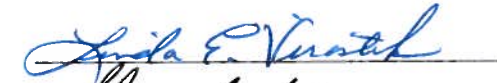
Horizon School Division No. 67









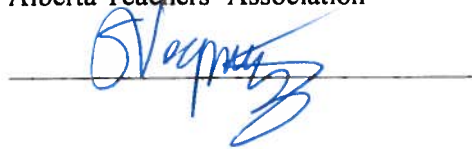
ATA Horizon Local # 4







Coordinator of Teacher Welfare -
Alberta Teachers' Association



LETTER OF UNDERSTANDING
Between
Horizon School Division No. 67
and
The Alberta Teachers' Association

In accordance with Clause 4.3.1 of the September 1, 2007 to August 31, 2012 Collective Agreement, the undersigned agree that the 4.53 per cent increase in the Alberta Average Weekly Earnings (AAWE) results in the following rates effective September 1, 2008.

Clause 4.3 Salary

September 1, 2008					
	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6
0			50,761	53,727	56,894
1			53,791	56,743	59,897
2			56,838	59,788	62,922
3			59,848	62,813	65,949
4			62,873	65,804	68,943
5			65,879	68,829	71,962
6-7			68,885	71,845	74,999
8			71,900	74,878	78,024
9			74,931	77,812	80,994
10			77,897	80,839	84,024
11	53,169	59,217	80,469	83,367	86,613

Clause 5.1.2 Allowances

#FTE Teachers	Base Enhancement
5 teachers or under	\$2,423.00
5.01 to 6	\$2,154.00
6.01 to 7	\$1,885.00
7.01 to 8	\$1,615.00
8.01 to 9	\$1,346.00
9.01 to 10	\$1,077.00
10.01 to 11	\$ 808.00
11.01 to 12	\$ 539.00
12.01 to 13	\$ 270.00
Over 13	\$0

Clause 5.5.1 Allowances

		<u>September 1</u> <u>2008</u>
A.	Supervisors	\$ 13,075
B.	Coordinators	\$ 6,278
C.	Consultants	\$ 3,218

Clause 6.2 Substitute Rates


		<u>September 1</u> <u>2008</u>
Schools with a 5.0 day week		\$ 174.64
Schools with a 4.5 day week		\$ 194.04
Schools with a 4.0 day week		\$ 218.27

Clause 22.5 Professional Improvement Leave

A teacher granted Professional Improvement Leave shall receive as salary, payable on the last teaching Friday of each month, 1/12 of \$20,457.00.

Dated this 17th day of July 2008.

**ON BEHALF OF THE
HORIZON SCHOOL DIVISION No 67**



Associate Superintendent – Finance &
Operations

**ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**



Coordinator, Teacher Welfare

LETTER OF UNDERSTANDING
Between
Horizon School Division No. 67
and
The Alberta Teachers' Association

Revised July 20, 2010

In accordance with Clause 4.3.1 of the September 1, 2007 to August 31, 2012 Collective Agreement, the undersigned agree that the 5.99 per cent increase in the Alberta Average Weekly Earnings (AAWE) results in the following rates effective September 1, 2009.

Clause 4.3 Salary

September 1, 2009 (5.99% Increase)					
	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6
0			53,802	56,946	60,302
1			57,013	60,142	63,485
2			60,242	63,369	66,691
3			63,433	66,576	69,899
4			66,639	69,745	73,072
5			69,825	72,951	76,272
6			73,011	76,149	79,491
7-8			76,207	79,364	82,698
9			79,420	82,473	85,845
10			82,563	85,681	89,057
11	56,353	62,764	85,290	88,360	91,801

Clause 5.1.2 Allowances

#FTE Teachers	Base Enhancement
5 teachers or under	\$2,568.00
5.01 to 6	\$2,283.00
6.01 to 7	\$1,998.00
7.01 to 8	\$1,712.00
8.01 to 9	\$1,427.00
9.01 to 10	\$1,142.00
10.01 to 11	\$ 856.00
11.01 to 12	\$ 571.00
12.01 to 13	\$ 286.00
Over 13	\$0

Clause 5.5.1 Allowances

	<u>September 1</u> <u>2009</u>
A. Supervisors	\$ 13,858
B. Coordinators	\$ 6,654
C. Consultants	\$ 3,411

Clause 6.2 Substitute Rates

	<u>September 1</u> <u>2009</u>
Schools with a 5.0 day week	\$ 185.10
Schools with a 4.5 day week	\$ 205.66
Schools with a 4.0 day week	\$ 231.34

Clause 22.5 Professional Improvement Leave

A teacher granted Professional Improvement Leave shall receive as salary, payable on the last teaching Friday of each month, 1/12 of \$21,682.00.

Dated this 20th day of July 2010.

**ON BEHALF OF THE
HORIZON SCHOOL DIVISION No 67**

Associate Superintendent – Finance &
Operations

**ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**

Coordinator, Teacher Welfare

LETTER OF UNDERSTANDING

Between

Horizon School Division No. 67

and

The Alberta Teachers' Association

In accordance with Clause 4.3.1 of the September 1, 2007 to August 31, 2012 Collective Agreement, the undersigned agree that the 2.92 per cent increase in the Alberta Average Weekly Earnings (AAWE) results in the following rates effective September 1, 2010.

Clause 4.3 Salary

September 1, 2010 (2.92% Increase)					
	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6
0			55,373	58,609	62,063
1			58,678	61,898	65,338
2			62,002	65,220	68,639
3			65,285	68,520	71,940
4			68,584	71,782	75,206
5			71,864	75,082	78,499
6			75,143	78,373	81,813
7			78,432	81,681	85,113
8-9			81,739	84,881	88,352
10			84,974	88,183	91,657
11	57,999	64,597	87,780	90,941	94,482

Clause 5.1.2 Allowances

#FTE Teachers	Base Enhancement
5 teachers or under	\$2,643.00
5.01 to 6	\$2,350.00
6.01 to 7	\$2,056.00
7.01 to 8	\$1,762.00
8.01 to 9	\$1,469.00
9.01 to 10	\$1,175.00
10.01 to 11	\$ 881.00
11.01 to 12	\$ 588.00
12.01 to 13	\$ 294.00
Over 13	\$0

Clause 5.5.1 Allowances

	<u>September 1</u> <u>2010</u>
A. Supervisors	\$ 14,263
B. Coordinators	\$ 6,848
C. Consultants	\$ 3,511

Clause 6.2 Substitute Rates


	<u>September 1</u> <u>2010</u>
Schools with a 5.0 day week	\$ 190.51
Schools with a 4.5 day week	\$ 211.67
Schools with a 4.0 day week	\$ 238.10

Clause 22.5 Professional Improvement Leave

A teacher granted Professional Improvement Leave shall receive as salary, payable on the last teaching Friday of each month, 1/12 of \$22,315.00.

Dated this 20th day of July 2010.

**ON BEHALF OF THE
HORIZON SCHOOL DIVISION No 67**



Associate Superintendent – Finance &
Operations

**ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**



Coordinator, Teacher Welfare

LETTER OF UNDERSTANDING
Between
Horizon School Division No. 67
and
The Alberta Teachers' Association

In accordance with Clause 4.3.1 of the September 1, 2007 to August 31, 2012 Collective Agreement, the undersigned agree that the 4.54 per cent increase in the Alberta Average Weekly Earnings (AAWE) results in the following rates effective September 1, 2011.

Clause 4.3 Salary

September 1, 2011 (4.54% Increase)					
	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6
0			57,887	61,269	64,880
1			61,342	64,708	68,305
2			64,816	68,181	71,755
3			68,249	71,631	75,206
4			71,698	75,041	78,621
5			75,126	78,490	82,063
6			78,554	81,931	85,527
7			81,993	85,389	88,977
8			85,450	88,735	92,363
9-10			88,832	92,186	95,818
11	60,632	67,530	91,765	95,069	98,771

Clause 5.1.2 Allowances

#FTE Teachers	Base Enhancement
5 teachers or under	\$2,763.00
5.01 to 6	\$2,457.00
6.01 to 7	\$2,149.00
7.01 to 8	\$1,842.00
8.01 to 9	\$1,536.00
9.01 to 10	\$1,228.00
10.01 to 11	\$ 921.00
11.01 to 12	\$ 615.00
12.01 to 13	\$ 307.00
Over 13	\$0

Clause 5.5.1 Allowances

	<u>September 1</u> <u>2011</u>
A. Supervisors	\$ 14,911
B. Coordinators	\$ 7,159
C. Consultants	\$ 3,670

Clause 6.2 Substitute Rates


	<u>September 1</u> <u>2011</u>
Schools with a 5.0 day week	\$ 199.16
Schools with a 4.5 day week	\$ 221.28
Schools with a 4.0 day week	\$ 248.91

Clause 22.5 Professional Improvement Leave

A teacher granted Professional Improvement Leave shall receive as salary, payable on the last teaching Friday of each month, 1/12 of \$23,328.00.

Dated this 24th day of JUNE 2011.

ON BEHALF OF THE
HORIZON SCHOOL DIVISION No 67



Associate Superintendent – Finance &
Operations

ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION



Coordinator, Teacher Welfare