Teachers’ Opening Proposal – September 26, 2012

The ATA reserves the right to alter or amend any of its proposals or counter board proposals at any time during the collective bargaining process.

This initial proposal and all subsequent proposals (the "bargaining proposals") are provided to the School Board as part of the collective bargaining process and for the sole and limited purpose of good faith bargaining. The bargaining proposals are confidential and are provided to the School Board on the condition that they will be kept confidential. The ATA does not consent to the publication or use of the bargaining proposals outside of collective bargaining between the ATA and the School Board.

Preamble  This collective agreement is made in quintuplicate this xx day of xxxxx 20xx, pursuant to the School Act, Alberta Human Rights Act and the Labour Relations Code (RSA).

3.1  This agreement takes effect September 1, 2012 and terminates August 31, 2013.

3.2  Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of this agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange lists of the changes they seek. Except where the parties mutually agree to add additional items for discussion, negotiations shall be limited to the items in the two lists combined.

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Effective September 1, 2011, Step 10 will become a combined step re-named Step 9/10.
Effective September 1, 2012, the roll up is complete and Step 11 will become a combined step 10/11.

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5.2 The Employer shall contribute toward the costs of the various premiums as follows:

(a) ASEBP Extended Disability Benefit, Plan D - 100 per cent of each teacher’s monthly premium,

(b) ASEBP Life Insurance, Schedule 2 and Accidental Death and Dismemberment - 65 per cent of each teacher’s monthly premium. Effective September 1, 2008, 100 per cent of each teacher’s monthly premium,

(c) ASEBP Extended Health Care Plan 1 - 100 per cent of each teacher’s monthly premium,

(d) ASEBP Dental Care Plan 3 - 100 per cent of each teacher’s monthly premium,

(e) Alberta Health Care - 80 per cent of each teacher’s monthly premium. Effective September 1, 2008, 100 per cent of each teacher’s monthly premium,

(f) ASEBP Vision Care Plan 3 - 100 per cent of each teacher’s monthly premium,

(g) ASEBP Health Spending Account - The Employer will establish and contribute annually to an individual Health Spending Account for each teacher under contract as follows:

Effective September 1, 2010—$350

Effective September 1, 2012 – 1% of category 4 maximum

(new) The HSA administration agreement with Alberta School Employees Benefit Plan shall be consistent with the terms of the collective agreement and shall be provided to the Alberta Teachers’ Association. The Alberta School Employees Benefit Plan will be directed to annually disclose summary information about HSA utilization to both the School Board and the Alberta Teachers’ Association.

5.2.1 Employee Assistance Plan - The Employer agrees to maintain an employee assistance plan which shall be 100 per cent funded by the teachers—the Board. Any changes to the plan shall be made by mutual agreement.

(MOVED FROM LETTER OF UNDERSTANDING) 5.5 When the Employer employs a retired teacher who is in receipt of an ATRF pension, the Employer agrees to reimburse the teacher for demonstrated costs of benefits consistent with those provided in Article 5.2.

(New) 5.6 When a teacher is ineligible for ASEBP benefits, the teacher would be reimbursed for the demonstrated cost of benefits consistent with those provided in Article 5.2.

7.1 The administrative allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In a situation where a teacher is eligible to

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receive more than one allowance, the teacher shall only receive the highest allowance, except for
the principal assigned responsibility of the Hutterite schools and storefront schools where the
allowances will be combined.

New - No teacher occupying an administrative position shall have their administrative
allowance reduced due to changes in school organization or transfer for a period of three years or
until the allowance of the new position exceeds the former.

Administrative allowances shall be calculated as follows:

7.1.1 Principals

Basic allowance - 10 per cent of category 4 maximum salary plus per pupil allowance:

0 -200 pupils 0.07 per cent of category 4 maximum salary
201 - 400 pupils 0.03 per cent of category 4 maximum salary
400 + pupils 0.025 per cent of category 4 maximum salary

The minimum allowance any principal shall receive is $16,570 $17,563

The principal's allowance shall be rounded up to the nearest $50.

Principals responsible for storefront schools shall receive an $614 $1800 allowance for each
storefront school for which they are responsible. Students in storefront schools shall not be
included in the student count for principal's allowance purposes.

The sole teacher in the Hutterite schools shall receive an allowance of $399 $1800 per annum.
The principal responsible for the Hutterite school shall receive a $614 $2400 allowance. Students
in the Hutterite schools shall not be included in the student count for the principal’s allowance
purposes.

7.2 When, in the absence of the principal, the vice-principal acts in his/her place for a period of
10 or more consecutive operational days, the vice-principal shall assume the position of acting
principal and shall receive an allowance equivalent to that of the principal for the period from
and including the 11th day until the return of the regular principal.

When a principal is absent from a school, the vice-principal shall assume the position of acting
principal and shall receive an allowance equivalent to that of the principal for each half day in
the role. A substitute teacher will be employed to relieve the acting principal from any
instructional duties.

7.2.1 In the absence of the principal from the school where there is no vice-principal or in the
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absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Employer to be acting principal and shall be paid 50 per cent of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for more than three consecutive operational days and such allowances shall be payable from day one. Upon the principal being absent for the period of 11 or more consecutive operational days, the teacher shall be paid 100 per cent of the principal allowance from and including the 11-day until the return of the regular principal. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s) or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

When a principal is absent from a school which does not have a vice-principal, or the principal and vice-principal are both absent from the school, a teacher shall be designated as the acting principal and shall receive an allowance equivalent to the principal for each half day in the role. A substitute teacher will be employed to relieve the acting principal from any instructional duties.

7.2.2 Vice- Principals - an amount equal to 1/2 of the principal's allowance.

New - A teacher in receipt of a principal allowance shall be provided time of 1.0 FTE to fulfill administrative responsibilities.

New - A teacher in receipt of a vice-principal allowance shall be provided time of 1.0 FTE to fulfill administrative responsibilities.

New - There shall always be an administrator present at every site.

7.3 Additional Allowances

In addition to the salary specified in 4.3, there shall be paid additional allowances for other designated administrative positions as follows:

7.3.1 Coordinator: Effective September 1, 2012, $9233 $9786

7.4 A teacher occupying an administrative position on the date of signing during the term of this agreement shall continue to retain that administrative designation for the term of this agreement or until he/she vacates the position in the school or is otherwise unable to fulfill the responsibilities of the position or until the criteria no longer exists to warrant the position as per sections 7.3 and 7.6.

7.6 Designation of a Vice-Principal - In a school where there are nine seven or more teachers including the principal, the Employer shall designate one teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Employer and the principal of the school concerned.

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If the number of teachers at the school declines below the threshold for the designation of a vice-principal, the designation shall continue for one additional school year.

(new) 7.6.1 In a school where there are 21 or more teachers including the principal and the current vice-principal, a second vice-principal shall be designated.

7.8 Any teacher replacing or acting designated as in the role of an acting vice-principal or acting department head shall be paid in accordance with the following:

(a) more than three consecutive operational days but fewer than 11 consecutive operational days—50 per cent of the appropriate allowance retroactive to the first day;

(b) 11 or more consecutive operational days—50 per cent of the appropriate allowance as per (a) above for the first 10 days and 100 per cent of the appropriate allowance effective the 11 day. shall be paid the appropriate allowance for each half day in the role.

9.1 Increments shall become effective on September 1 or February 1, following each year of additional service with the Employer. A teacher shall not be eligible for more than one increment per school year. The Employer reserves the right to withhold increments from any teacher for reasons asserted to be any of the following:

9.1.1 A teacher must provide service for 125 days to qualify for an increment. In this respect, days when the teacher is absent through illness shall be considered as service days.

10.1 Teachers engaged as substitutes shall hold a valid Alberta teaching certificate.

The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

Substitute teachers shall be paid, effective September 1, 2012, $207.50 to $219.93 for each full day of work and 60 per cent of the full day rate for each half day of work provided no substitute teacher earns more than 100 per cent for any day of substitute teaching at the same school on the same day. This rate is inclusive of vacation pay.

10.2 When a substitute teacher has taught for more than three two days consecutively in one position, the teacher shall be placed on the salary grid in accordance with their years of training and experience, such placement to be effective from the fourth first day of service in that position.

(new) 10.7 When a substitute teacher travels more than 50 km in one day to attend work, the teacher shall be provided an allowance for kilometrage that matches the allowable Automobile Allowance established by Canada Revenue Agency.

From the CRA website: Automobile allowance rates

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The automobile allowance rates for 2012 are:

- 53¢ per kilometre for the first 5,000 kilometres driven; and
- 47¢ per kilometre driven after that.

11. Sick Leave

11.1 Annual sick leave with pay and the Employer's contribution to benefit premiums will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability, in accordance with the following schedule:

11.1.1 In the first year of service with the Employer, in accordance with the provisions of the School Act, provided any salary adjustments required are made on the final pay cheque for that year of service. After one year of service, 90 calendar days.

11.2.1 Less than one year of service—the remaining entitlement in accordance with the School Act.

11.2.2 After one year of service—90 calendar days.

13.1.1 Maternity leave shall be without pay but with the Employer's share of benefit premiums for a maximum period of 15 18 weeks.

13.1.3 (a) The Employer shall implement a registered supplementary unemployment benefit plan which shall provide teachers on maternity leave with 100 per cent of gross salary during 15 18 weeks of leave. This SUB plan shall be appended to this collective agreement. The Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 5.2 for 52 weeks from the birth of the baby.

13.2.1 Teachers are entitled to adoption leave without pay and without the Employer's share of benefit premium contributions for a maximum of 37 52 weeks within 52 weeks after the child is placed with the adoptive parent. The Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 5.2 for the duration of adoption leave.

13.3.1 Teachers shall be entitled to a parenting leave without pay or benefits for up to 37 52 weeks. Such leave will be completed within 52 weeks of after maternity leave, the child's birth, or adoption. The Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 5.2 for the duration of parenting leave.

(New) 13.6 Teachers shall be granted an additional year of parenting leave without pay. The board shall continue to remit benefit premium contributions during the parenting leave and the teacher shall be responsible for arranging a repayment schedule upon the return to work or termination of employment.

14.1.1 For not more than five teaching days for each occurrence because of the critical serious illness or death of spouse, including common law, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law - The ATA does not consent to the publication or use of this bargaining proposal outside of collective bargaining between the ATA and the School Board.
law or a relative who is a member of the teacher's household and up to one teaching day to attend the funeral of aunts and of uncles of the teacher or spouse or nieces or nephews of the teacher or spouse.

14.1.5 Leave of absence of up to three five days per school year may be used by a teacher to attend to private business provided that:

(a) normally, such leave shall not be used for vacation or holiday activities and shall not interfere with the beginning or closing of a school year or semester. However, in extenuating circumstances the prior written approval must be obtained from the superintendent or superintendent’s office designate may grant such leave at these times.

(b) written approval has been granted by the principal prior to such leave being utilized and in the case of principals and central office staff, written approval notification has been granted by submitted to the superintendent or designate and the principal prior to such leave being utilized.

(c) costs of the substitute shall be borne by the teacher for the second–fourth–and subsequent days. For the fourth and subsequent days of such leave the teacher’s salary shall be reduced by an amount equal to the substitute teacher daily rate specified in clause 10.1 for each day of leave. If the teacher uses a half day of leave, the teacher’s salary will be reduced by an amount equal to half of the daily rate specified in clause 10.1 for each half day of leave.

(d) personal leave may be used for the care of dependent family members who are ill and prior written approval by the principal shall not be required.

(e) A teacher may carry forward up to two three unused personal leave days to a maximum of eight for to the next subsequent school years. Cost of the substitute shall be borne by the teacher for such days carried forward.

14.1.5.1 One Two days per annum of the aforementioned three personal leave days may be used by a teacher to attend his spouse during maternity confinement with no deduction made for the cost of the substitute. At the birth of a child upon the occasion of the birth of a child. The leave must be used within two weeks of the birth. The days may be used consecutively.

14.1.5.2 One Two days per annum may be used by a teacher with full pay and benefits to take custody of an adopted child with no deduction for the cost of the substitute. The leave must be used within two weeks of the adoption. The days may be used consecutively.

14.3 Additional leaves of absence may be granted by the Employer with or without pay and the Employer contributions to benefit premiums at the discretion of the Employer. Additional leaves of absence may be granted by the Employer with pay and the Employer contributions to benefit premiums for compassionate reasons.

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(renamed) **14.5** Eight days of leave used by the teacher to attend to the needs of the teacher’s parent, spouse, adult interdependent partner and child.

**14.5 14.6 Association Business**

It is recognized that from time to time the Alberta Teachers’ Association may request that certain of its members be granted release from duties to serve on Association committees or other bodies or to act as its representative. When such release time is granted, the Association will be billed at the daily or where appropriate, the half daily rate for substitute teachers under article 10.1 of this agreement.

The Board recognizes that teachers have a professional responsibility to provide service to the Association and therefore, upon application to the superintendent of schools, a leave of absence for Alberta Teachers’ Association business shall be granted without loss of salary provided that an amount equal to the daily rate of a substitute teacher as per clause 10.1 shall be paid to the board for each day of such leave or 60% of the daily rate of a substitute teacher as per clause 10.1 for each half day.

**17.2** Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary as follows:

(a) not later than the 27th of each month, or
(b) the Friday prior to the 27th of the month when the 27th is a Saturday, Sunday or Monday;
(c) not later than two clear banking days prior to the Christmas vacation.

**17.4** The Employer shall submit, in writing, proposed Employer regulations and/or employer policies pertaining to teachers to the ATA Local No 18 and the teacher chairperson of the Teacher Employer Board advisory committee (TEAC TBAC).

It shall be the responsibility of the ATA Local No 18 to provide the Employer with the names of the local executive, school representatives and the TEAC TBAC chairperson.

The teachers shall, through their representatives, make such representations as they wish concerning any changes proposed by the Employer within three calendar weeks sixty (60) days of receipt of written notice of any proposed change.

**(New) 20. Instructional/assignable time**

**20.1** Hours of Work

**20.1.1** The Board may assign teachers duties between 8:00 AM and 4:00 PM on school days up to a maximum of 30 hours in a 5 day week. Teachers shall not be assigned duties on weekends or during vacation periods. Each teacher shall be free of assigned duties for 40 consecutive minutes during the regular lunch hour of the school.

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20.1.2 A teacher not in receipt of any administrative allowance will not be assigned more than 1400 minutes per week of instructional time. The remainder of the 30 hours in a week may be assigned for Professional Development, preparation, staff meetings, consultations, supervision and parent-teacher interviews.

(New) 21. Calendar

21.1 The school year shall consist of no more than 181 instructional days and 14 non-instructional days.

21.1.1 The 14 non-instructional days will be allocated in the following manner:
   —two days for teachers’ convention,
   —three days for school organizational days, one at the beginning of the school year, one at semester break and one at the end of the school year
   —two days for Parent/Teacher interviews
   —one day for jurisdiction wide PD day
   —one day for Association local Institute day
   —two days for site based collaboration
   - and three days for collaboration directed by individual teachers.

21.2 Prior to the start of the school year, any school calendar which varies from the traditional school year, the Board and Association must agree on the amendment of any clauses which may impact teachers working under the revised calendar. This includes, but is not limited to, calculation of salary, pension and increments, substitute teacher pay and appropriate days and hours of work.

(new)22. Professional development

22.1 On September 1 of each year, the Board shall pay into an individual professional development account fund for each teacher, the amount of $800.00.

22.1.2 The teacher may carry forward any unused amounts in the fund to a total of five times the annual amount.

22.1.3 The teacher may use the money in his/her account to pay for any professional development activity that supports the teacher’s Professional Growth Plan which shall include but not be limited to accommodation, mileage, registration, meals and parking.

22.1.4 Professional development activities may included but not be limited to: courses, workshops or conferences, online courses and books, interschool visitation, collaboration or practical research or any other professional development activities which the teacher believes meet a professional growth need.

22.1.5 The Board shall pay the cost of a substitute teacher for any day for each teacher participating in a professional development activity covered by article 21.

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(new) 22.2 A teacher who is engaged by an Alberta Teachers’ Association Convention Association as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

(New) 23. Class Size

23.1 Individual class size will be determined by the Board in accordance with the following:
   grades K-3 no more than 17 students, grades 4-6 no more than 23 students, grades 7-9
   no more than 25 students, and grades 10-12 no more than 27 students.

23.2 Individual class sizes will be adjusted to reflect class composition where:
   23.2.1 one student with identified mild/moderate special needs will equal two students,
   23.2.2 one student with identified severe special needs will equal three students.

23.3 The Board will provide the Association with both original and adjusted class size information by October 30.

(New) 24. Students with Special Needs

24.1 The inclusion of students with special needs will be done in consultation with the receiving teacher(s). Consultation will occur prior to the inclusion. When students with special needs are included in a regular class, every effort will be made to provide the following:

24.1.1 Pertinent educational, physical and medical information.

24.1.2 A positive educational experience for the student being included and for the other students in the class where the student with special needs and the other students have been prepared for inclusion

24.1.3 Any additional resources and equipment necessary to assist in the inclusion process including appropriately trained teachers’ assistants, and ongoing professional support services such as special education or health services.

24.1.4 Appropriate facilities, including such items as the access to communication, access/egress passages and washroom facilities and the alteration of facilities as may be necessary.

24.1.5 An adjustment of class size dependent on class composition.

24.1.6 The provision of child-specific training and special needs inservice during work time.

24.1.7 A safe environment for students and teachers

24.2 Teacher will receive one additional period of preparation time per month for each individual program plan they are responsible for.

24.3 Teachers will not be required to: administer medication, supervise the self-application of medications by students, provide medical treatments or nursing care of students.

New 25 Participation in extracurricular activities is voluntary. No teacher shall be granted any remuneration, favour or consideration for such voluntary activities.

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New 26 Legislative Amendments

In the event that any part of the School Act or the Teaching Profession Act or the regulations under either Act is amended during the term of this Collective Agreement then:

(1) The Association shall have the option of giving notice to the School Board requiring that the Association and School Board engage in collective bargaining to determine if there should be amendments to the Collective Agreement as a result of the legislative amendments.

(2) In the event that the Association and School Board do not agree on amendments to the Collective Agreement, then either the Association or the School Board may refer the matter to a 3-member voluntary arbitration board pursuant to Division 15 of the Labour Relations Code.

(3) The jurisdiction of the voluntary arbitration board shall be limited to making an award determining if the Collective Agreement shall be amended as a result of the impact of the legislative amendments.

New 27 The board and ATA Local No 18 shall establish a mutually acceptable process for posting and advertising all vacancies in teaching and administrative positions.

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