

This 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.

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**In the matter of collective bargaining between**

**LIVINGSTONE RANGE SCHOOL DIVISION NO 68**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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**ATA WITHOUT PREJUDICE PROPOSAL (SEPTEMBER 24, 2013)**

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Further to discussions between the parties, the following package proposal is provided from the ATA on a without prejudice basis.

The following shall not limit the parties from reverting back to their last bargaining position on the respective provisions should the package proposal not be accepted in its entirety.

**Livingstone Range NO 68 D1 - Costing from Alberta Education = \$112,000**

**No Cost**

**PREAMBLE:**

*THE FOLLOWING ITEM WILL BE ADDED TO THE PREAMBLE BUT NOT REPLACE THE CURRENT PREAMBLE.*

AND WHEREAS, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and shall accord with the provisions of all applicable statutes of the Province of Alberta;

**GENERAL AMENDMENTS:**

All references to the Employer in the collective agreement will be changed to read "Board."

**PROVINCIAL FRAMEWORK LEGISLATION:**

The parties agree to comply with the following parts of the Framework Agreement:

- C2- Internal School Jurisdiction Review
- C5- Professional Development
- C6- Liaison Committee
- C7- Lieu Days
- C8- Pilot Projects

Any dispute between the parties with respect to the interpretation, application or operation of these parts of the Framework Agreement may be the subject of the grievance and arbitration process under this Collective Agreement."

**4.0 Lump Sum Payment (To be included in 4.0)**

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

**4.0 Salary**

September 1, 2012 – 0%

September 1, 2013 – 0%

September 1, 2014 – 0%

September 1, 2015 apply 2% increase to salary and all other allowances and rates of pay

**New Addendum will be included in the Memorandum of Agreement**

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### **Legislated Framework Directives:**

#### **Part D: Local Bargaining**

##### 1. Bargained Enhancements

In addition to the compensation increases in Parts B 1, 2, 3 and C 7, 0.5% of the 2012-13 base instruction grant **for each School Jurisdiction is available for other "cost" enhancements** and may be bargained for in local bargaining. This amount will be funded by each respective School Jurisdiction.

- a. Bargained enhancements for the four-year term of the Collective Agreements shall be limited to "cost" enhancements for the period commencing September 1, 2014.
- b. The total cost of all bargained "cost" enhancements shall not exceed a total amount of .50% of the 2012-13 base instruction grant as identified by Alberta Education for each School Jurisdiction, calculated over the term of this agreement.
- c. The total cost of all "cost" bargained enhancements **does not include increment costs (i.e. grid movement)**.
- d. "Cost" enhancements means the forecasted cash disbursements **based on projected utilization**.
- e. Where the parties cannot agree on the value of a "cost" enhancement, Alberta Education Strategic Services will make the determination.

### **Our Costing References:**

***We have used a costing of \$208.12. We base this on an average cost of \$194.50 for a sub day but we have added the CPP and EI expenses to the cost to the Board in fairness which we equate to about 7%. Total Cost = \$208.12 for a replacement substitute teacher.***

***Number of Teachers we have placed at 220 which is the average of the last 2 years reported on Audited financial statements. Declining enrollment since 2010 has made prior years less applicable.***

***Usage Rates have been selected based upon what we believe actual use to be as well as a 'cushion' that favours the employer. Usage rates will vary according to restrictions placed on the entitlement.***

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**No Cost:**

~~6.4 Substitute teaching shall not, under any circumstances, be used in calculating whether an additional year of teaching experience with the Board has been earned~~

Replace with:

**6.4 Substitute teaching shall count as teaching experience.**

**No Cost:**

**NEW: 8.9 Administrator Continuous Designations:**

8.9.1 The Board shall provide each school administrator a continuing designation in their second year of designation.

8.9.2 Notwithstanding 9.06.1, if evaluations of the administrator indicate to the Board that a further probationary period is required, and the administrator agrees, the probationary contract of employment may be extended for a further period ending no later than the June 30 next following the date of the renewal of the contract.

8.9.3 Notwithstanding 9.06.2, if evaluations of the administrator indicate to the Board that a further probationary period is required a designation can be given a three year term after the probationary period.

8.9.4 An administrator shall be given a continuous designation no longer than 5 years of service in that designation.

8.9.5 Administrators transferred at the request of the Board shall incur no loss of salary and allowances for a minimum of 3 years. (Red Circling)

**Rationale:**

- This is an important issue for our administrator's job stability for a teacher is a two-three year process while administrators have ongoing uncertainty. This process allows for a 5 year path to security. 5 years is a fair and reasonable time for the parties to make a decision. The 'red-circling' allows the jurisdiction to move administrators without appearing to penalize the teacher financially.

**Family Medical**

**No Cost:**

**11.6 A teacher may use up to five three days of his/her sick leave per school year in order to care for the teacher's spouse/common-law partner; children (of both); parents (of both); grandparents (of both); or members of the teacher's household. sick spouse, child or parent providing the other parent/step-parent is not available or is incapacitated.**

**Rationale:**

- We have compromised by backing off the request for more days and instead clarifying language that recognizes the current family dynamic realities. We have also removed it from sick leave so that the teacher isn't penalized in the event of a tragic event or illness. **This is simply a lateral transfer of expense lines not an additional one.**

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**Cost Item:**

**(6.0)  $220 \times \$33 = \$7,620 \times 2 = \$14,520$**

9.2 The rate of pay for substitute teachers shall be ~~\$194.50~~ **\$200 up by \$5.50** per diem including holiday pay. The one-half day rate shall be 50 per cent of the full-day rate. Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to the placement on the salary grid subject to the terms of this collective agreement.

**Cost Item:**

**13. Article 13 - Leave of Absence**

**13.1 With Full Pay**

**Personal Leave:**

**Cost Item:**

**$220 \times 208.12 = \$45,786.40$  @100% Usage: 80% =  $\$36,629.12 \times 2 = \$73,258.24$**

(a) Personal leave for **one day** in any school year shall be granted for attending to private concerns. Where possible, at least one **days weeks' notice** shall be given to the principal or in the case of a principal to the superintendent or his/her office. If personal leave is being used to extend a regularly scheduled holiday the principal of the school shall be given ~~5 days notice~~ **Two weeks' notice**.

**Extenuating circumstances can be granted at with the approval of the Superintendent or designate.**

**Pending Acceptance of Paid Personal Leave the parties will adjust the cost of sub days.**

**13.2 With Partial Pay**

Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute as defined in article 9.2 is forthcoming to the ~~Member Employer Board~~ through payroll deduction or payment from other sources.

(a) Personal leave for not more than ~~six five~~ **(move one day to with pay in article 13.1)** days in any school year shall be granted for attending to private concerns. Where possible, at least one days' notice shall be given to the principal or in the case of a principal to the superintendent or his/her office. If personal leave is being used to extend a regularly scheduled holiday the principal of the school shall be given **5 days' notice**.

**Rationale:**

- Personal Leave is used most often for days that events are scheduled, usually family related to attend something. Teachers already make sub plans but currently pay for their replacement as well. We are proposing that one of the current days be at no cost to the teacher.

**Cost Item:**

**$20 \text{ days over } 2 \text{ years } @ 208.12 = \$4,162$  (one day already so only the additional two)**

(b) For ~~five three~~ **teaching days** per year in the event of the birth of the teacher's child or the adoption of a child by the teacher ~~if the event occurs on a teaching day~~.

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#### **Cost Item:**

**\$100 increase x 220FTE (without proration) = \$22,000 @100% usage.**

**Estimated Usage is 60% or \$13,200 per year per \$100.**

**\$300 increase total per year = \$39,600 x2 = \$79,200**

**16.9** Effective September 1, **2008 2014**, the **Employer Board** will **establish maintain** for each eligible teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements and administered by ASEBP. The Employer will contribute **\$25 \$50** per month for each eligible teacher **to a yearly total of \$600**. This contribution shall be pro-rated for teachers employed with the Employer. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the Employer will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.

#### **Rationale:**

- The Health Spending Account helps teachers' pay for necessities like glasses; braces; examinations; and other medical expenses. A single pair of glasses can cost \$500 and up. In a family of four, a vision plan can only help so much. Braces and dental work of any kind are expensive but necessary. **The current provincial average is \$651**. This does not even put Livingstone Range teachers at the current average but will help tremendously.

**All other clauses as per collective agreement with consideration given to general housekeeping and mutually agreed clarifications.**

Livingstone Range No. 68	D1	D3
9.2 Substitute Daily Rate E Sept. 2014	\$ 14,520.00	
13.2a Personal Leave E Sept. 2014	\$ 73,258.24	
13.1b Leave for Birth or Adoption	\$ 4,162.00	
16.8 Health Spending Account	\$ 79,200.00	
<b>Total</b>	<b>\$171,140.24</b>	<b>\$ -</b>

**Amount Over D1 of \$112,000**

**-\$59,140.24** Savings on D1

Total Spent over D1 (D1 + D3 - \$112,000)

\$59,140.24

**Total Cost:**

**\$171,140.24**

Total Cost per teacher (of extra):

\$ 268.82

Total Cost per teacher (of extra): over two years

\$ 134.41

Total Cost per teacher (of extra): over four years

\$ 67.20