

SOURCE	ATA	
EFF.	95	09
TERM.	96	08
No. OF EMPLOYEES	5	
NOMBRE D'EMPLOYÉS	5 FC	

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**Collective Bargaining Agreement**  
**NORTHERN LIGHTS SCHOOL DIVISION NO 69**  
**[Replaces Lac La Biche Division 51 and Lakeland SD 5460]**  
**1995/96**

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**This** agreement is made pursuant to the *School Act (1988)* and the *Labour Relations Code (1988)* and the *Employment Standards Code (1988)*.

Between the Board of Trustees of the Northern Lights School Division No 69, (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 bargaining agent for the teachers employed **by** the Board; 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 agreed that these matters be set **forth** in an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree **as** follows:

**1.0      Recognition**

**1.1**      This agreement applies to those employees of the Board 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, herein collectively called the teachers, or where the context requires, teacher.

**1.2**      Notwithstanding clause 1.1, the following shall be excluded from **this** agreement:

- (a) Superintendent
- (b) Assistant Superintendents.

**1.3**      All teachers employed by the Board **as** in clause 1.1 shall be members of the Association and **as** such shall pay dues to the Association as established by **the** Northern Lights Local No 15 **of** the Association.

**2.0      Effective Date**

**2.1**      The agreement **shall** take effect on September 1, 1995 and shall remain in effect until August 31, 1996, and shall remain in full force and effect until varied by collective bargaining.

**2.2**      Either party to **this** collective agreement shall give notice in writing to terminate or to amend this agreement no less than 60 and not more **than** 120 days immediately preceding the date of expiry of this agreement.

**2.2.1**    Notwithstanding clause 2.2, 1996 negotiations to commence on March 1, 1996 or as soon thereafter **as** possible.

10/17/00

**Collective B** **.3**

Collective bargaining procedures will be consistent with the provisions of the Labour *Relations Code (1988)*.

**2.3.1** Both parties shall present particulars of all amendments/proposals to be considered during collective bargaining in accordance with Section **58(2)** of the *Labour Relations Code*.

**3.0** Salary Schedule

**3.1** The Board shall pay its respective teachers the salaries and allowances **as** herein set forth and computed. All **sums** mentioned herein are "per annum" unless specifically stated otherwise.

**3.2** The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Board.

**3.3** Save **and** except substitute teachers, the **Board** shall **monthly** pay each teacher one-twelfth of his/her **annual** salary in accordance with the provisions of the School *Act (1988)* and Board Regulation DL-R - Payroll Procedures.

**3.4** Notwithstanding clause **3.3**, a teacher shall upon written request prior to May **31**, receive his/her July salary along with the regular June payment, **and**, provided the required forms and records are submitted to the Board, the teacher shall receive his/her August payment on or before July **15**.

**3.5** Notwithstanding clause **3.3**, a teacher in his/her first year of employment with the Board, upon request, shall be paid after two weeks of employment one-half of his/her regular monthly salary for the month of September. The balance of which is to be paid at the specified time **as** per clause **3.3**.

**3.6** Adjustments to *salary* for leave without pay, personal leave **and** payments for principal designate allowance shall be made and itemized on the last pay cheque for the school year.

**3.7** Salary Schedules

Experience	Years of Teacher Education				
	Two	Three	Four	Five	Six
0	22,062	25,118	30,221	31,964	33,953
1	23,215	26,446	32,205	34,048	36,021
2	24,385	27,775	34,287	36,128	38,092
3	25,553	29,103	36,370	38,211	40,173
4	26,721	30,432	38,451	40,295	42,255
5	27,892	31,765	40,535	42,375	44,339
6	29,063	33,092	42,617	44,460	46,421
7	30,232	34,420	44,701	46,542	48,500
8	31,400	35,750	46,781	48,625	50,586
9	32,570	37,081	48,862	50,706	52,668
10	33,742	38,412	51,013	52,788	54,748

**4.0** Allowances

In addition to basic salary, a person appointed to an administrative position shall receive an allowance according to the following schedule.

- 4.1** Principal - A principal allowance shall be paid in consideration of the number of students under the jurisdiction of a school on September 30. A student enrolled in an ECS program will be counted as half a student for allowance purposes. The allowance applicable for the term of this agreement is as follows:

Number of Students	Basic	Per Student
1st 25 students	\$500	N/A
26-100 students	\$6,500	N/A
Over 100 students (101+)	\$6,500	\$14

(Per student rate is calculated from the first student)

- 4.1.1** Transfer Adjustments: To calculate the principal allowance for an administrator who was transferred at the end of the 1993/94 school term to a school with a lower student enrollment, the principal allowance will be grandfathered at the student enrollment figure of the administrator's 1993/94 school placement for the 1995/96 school year. After the 1995/96 school year, for the next three consecutive school years, calculation of the principal allowance will utilize the higher of: the current September 30 FTE student enrollment of the administrator's 1993/94 school placement or the current September 30 FTE student enrollment of the administrator's current placement.
- 4.2** Assistant Principal - The assistant principal allowance shall be prorated according to the contract of employment, with the allowance for any one position totalling one-half of the allowance paid in accordance with clause 4.1.
- 4.3** Principal Designate - The allowance for service in this capacity shall be as follows:  
Sept 1, 1995 - Aug 31, 1996: \$16.25/half day, \$32.50/full day.
- 4.4** The Board may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position, other than those specifically enumerated in this clause provided that the allowance for such position is established by an addendum to this agreement prior to the position being filled.
- 4.5** Assistant principal designations may not be terminated except as recommended by the superintendent in consultation with the school principal involved.
- 4.6** When in the absence of the principal, an assistant principal or principal designate acts in his/her place for a period of nine or more consecutive operational days they shall be designated as temporary acting principal and shall be paid a principal's allowance effective the tenth day.
- 4.7** Payment of administrative allowance other than "principal designate" shall commence on the effective date of appointment. The allowance for service as a principal designate shall be made in a single payment at the end of the school year.

## **5.0** Years of Teaching Experience

For purposes of placement on the salary grid a teacher shall be deemed to have earned an additional year of teaching experience upon having rendered active service for not less than the equivalent of 125 days (as defined in section 78(1) of the School Act). Such teaching experience must be earned within two consecutive years with the Board. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of the next school year or the first day of February in the next school year, whichever shall first occur.

In the event that a teacher has rendered more than 125 days of active service and has been credited with his/her last increment, the teacher shall not be entitled to apply any days of active service in excess of 125 days to the earning of an additional increment. Substitute teaching shall be counted as teaching experience for purposes of this clause.

- 5.1** The number of years of teaching experience earned by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. For increment purposes the Board shall not recognize partial years of experience with previous boards.
- 5.2** The adjustment dates for changes in the number of years allowed for teaching experience in school shall be the first teaching day of each school year or February 1, whichever shall first occur provided, however, that no teacher shall receive more than one experience increment in any one school year.
- 5.3** The teacher shall be responsible to submit satisfactory evidence of years of teaching experience to the Board. Satisfactory evidence shall be deemed to include an affidavit by the teacher and/or documentation from former Board(s) which employed the teacher. If satisfactory evidence or proof of having applied for same is not submitted within 45 calendar days of commencement, the Board upon its discretion may pay on the basis of the number of years for which proof is provided.
- 5.4** Retroactive payment for years of teaching experience shall only apply to teachers who have provided documentation from former Board(s) or have provided a copy of application for same to the Board within the 45 calendar days of commencement of employment.
- 5.5** If such evidence is not submitted within the aforementioned 45 calendar days, the teaching salary shall be adjusted effective the beginning of the month following submission of such evidence.

## **6.0 Years of Teacher Education**

The evaluation of a teacher's education for salary purposes shall be determined by a statement of qualifications issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, Alberta School Trustees Association and The Alberta Teachers' Association dated March 23, 1967.

- 6.1** Placement on the **salary** schedule shall be according to the number of years of teacher education at the first day of each school year, on commencement of employment, or on February 1.
- 6.1.1** Until the teacher submits proof of teacher education for salary purposes the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirement of his/her teaching certificate.
- 6.2** Proof of teacher education in the form of a TQS evaluation or proof of having applied for same must be submitted to the Board within 45 calendar days of commencement of employment, the first day of school of each school year or February 1.
- 6.3** Failure to submit proof of application within the 45 calendar days, shall result in salary adjustment commencing the month following the submission of the statement of qualifications. The Board in its discretion shall be entitled to treat any adjustment as being retroactive for the purposes of recovery should a TQS evaluation establish a level of qualifications inferior to that being paid for by the Board.

## **7.0 Substitute Teachers**

A substitute teacher means a teacher employed on a day-to-day basis.

- 7.1** Effective September 1, 1995 to August 31, 1996, payment for a day of substitute teaching shall be \$103; for one-half day or less of substitute teaching payment shall be \$51.50 inclusive of four percent vacation pay.
- 7.2** A teacher substituting for five or more consecutive days for the same teacher shall be paid according to grid position retroactive to the first day.

## **8.0 Sick Leave**

Leave with pay necessitated by personal illness or the need to obtain medical or dental treatment for themselves or a member of their household will be granted to each teacher in accordance with the *School Act (1988)* and the following:

- 8.1** In the first year of service with the Board, leave will be granted at a rate of two days per month to a maximum of 20 days per year.
- 8.2** After the first year and subject to continuing uninterrupted service, each teacher shall be eligible for sick leave benefits to a maximum of 90 calendar days per year.
- 8.3** After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect.
- 8.4** Where a teacher has suffered **an** illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his/her ability to return to permanent full-time duty **as** certified by two Board-approved practitioners at the teacher's expense, he/she shall be entitled to **an** additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:
- During the first year **of** service with the Board - Nil
- After the first year of service with the Board - 90 calendar days.
- 8.5** If the employee returns to work following a period of disability during which Extended Disability benefits are paid, within six months must cease working because of the same disabling condition, benefits will recommence without **an** elimination period. Medical evidence must be submitted supporting the recurrence of disability.
- 8.6** The accumulated sick leave benefits of a teacher shall not be affected **as** a result of any leave of absence granted by the Board for reasons other than those provided for by this clause, for a period not exceeding one year.
- 8.7** Before any payment is made under the foregoing regulations, the teacher may be required to provide:
- 8.7.1** A declaration, on a form provided by the Board, where the absence is for a period of three days or less.
- 8.7.2** A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.
- 8.7.3** When the sickness extends for a period of over 30 calendar days, the employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration **of** the sickness.
- 8.7.4** Prior to an employee returning to work after a period **of** 30 or more continuous days **of** medical absence, the employee shall provide the Board with a medical certificate signed by a mutually agreed upon medical practitioner indicating their ability to return to normal working duties, cost to be borne by the Board.
- 8.8** When a teacher leaves the employ of the Board all sick leave shall be cancelled.
- 8.9** A teacher attending a medical or dental appointment outside the immediate area may be required to provide proof of attendance, cost of such **proof** to be borne by the Board.
- 8.10** It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive cumulative sick pay benefits.
- 8.11** **The** teacher Will be granted up to one days leave with pay at the time of the birth of his child. This leave is considered **part** of the 90 days **as** per clause 9.2.
- ## **9.0 Health Plan Benefits**

Membership in group insurance plans operated jointly by the Board and the Association are a condition of employment for all teachers, except where membership would duplicate that already provided by a spouse.

- 9.1** The Board shall pay on behalf of each participating teacher, premiums connected with approved group insurance programs **as** follows:
- 9.1.1** Sixty percent **of** the teachers' premiums for the Alberta School Employee Benefit Plan - Extended Disability Benefits - Plan D.
- 9.1.2** One hundred percent of the teachers' premium for the Alberta School Employee Benefit Plan - Life Insurance and Accidental Death and Dismemberment - Schedule 2.
- 9.1.3** One hundred percent of the teachers' premium for the Alberta School Employee Benefit Plan - Extended Health Care - Plan 1.
- 9.1.4** One hundred percent of the teachers' premiums for Alberta School Employee Benefit Plan - Dental Care - Plan 3.
- 9.1.5** One hundred percent of the teachers' premiums for Alberta Health Care.
- 9.1.6** On the basis of the family rates where a married couple is employed by the Board.
- 9.2** The Board will administer the Alberta School Employee Benefit Plan - Vision Care with deduction from teachers' salary, provided the plan is put into effect.
- 9.3** Payments made towards benefit plans by the Board shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 9.4** Employees upon becoming eligible for extended disability benefits shall assume 100 percent payment of all premiums for which they wish continued coverage. The employee shall be notified as to the procedure for premium remittances.
- 9.5** Premiums paid by the Board will be contributed on a pro rata basis for part-time teachers.
- 10.0** **Leave of Absence**
- 10.1** **Compassionate Leave**
- Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness requiring hospitalization or emergency medical treatment shall be granted **as** follows:
- 10.1.1** Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-law; a period not exceeding five working days.
- 10.1.2** Involving members of the extended family of the teacher or spouse: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member **of** the teacher's household; a period not exceeding three working days.
- 10.1.3** The Board may in the case of critical illness require a medical certificate.
- Temporary leave of absence, with **pay** and benefits, necessitated at the time of death shall be granted **as** follows:
- 10.1.4** Involving members of the immediate family--husband, wife, son, daughter, parent, brother, sister, parent-in-law; a period not exceeding five working days.
- 10.1.5** Involving members of the extended family of the teacher **or** spouse--grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three working days.
- 10.1.6** Additional compassionate leave where required may be granted upon application to the Board. **An** additional leave may be granted once per year **only** when the funeral arrangements necessitate out of province or out of country travel.
- 10.2** **Personal Leave**

Temporary leave of absence with pay and benefits shall be granted to a teacher for reasons not otherwise provided under this agreement and subject to the following:

- 10.2.1** A deduction equivalent to the cost of a substitute will be applied to the teacher's salary.
- 10.2.2** Unused personal leave will accumulate at the rate of three days per year to a maximum of four days. Teachers having accumulated five days will retain their accumulation at five days until such time that their accumulation is at four days or less; thereafter the maximum of four days applies.
- 10.2.3** Personal leaves of absence for two consecutive **days** require the prior approval of the superintendent of schools or his/her designate.
- 10.2.4** Personal leave is **an** earned benefit over the course of the school year and any adjustments would be applied at year-end or at the time of discontinuance of service, whichever occurs first.
- 10.3** Maternity Leave
  - 10.3.1** The teacher shall endeavor to notify the Board of her leave requirement three months in advance; however, she shall give the Board at least two weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.
  - 10.3.2** Maternity leave shall be for a period of up to 18 weeks.
  - 10.3.3** The health related portion of each teacher's maternity leave shall be as determined by medical documentation.
  - 10.3.4** The teacher agrees to apply for unemployment insurance (UI) benefits when she becomes eligible for the same.
  - 10.3.5** The Board agrees to supplement the UI benefits received by the teacher to an amount equal to the teacher's normal weekly earnings during the health-related portion of the leave, with such leave falling within the UI entitlement period. The teacher may be required to submit medical certificate(s) in order to have her UI benefits supplemented.
  - 10.3.6** The supplementary benefit shall replace sick leave benefits and the teacher shall have no access to sick leave benefits while on the supplementary benefit plan.
  - 10.3.7** The teacher will provide a copy of each UI cheque stub to the Board as verification of receipt of UI benefits.
  - 10.3.8** The Board shall pay its portion of the teacher's health plan premiums during the health related portion of her maternity leave.
  - 10.3.9** That period of the maternity leave not covered by the health related portion shall be without pay and without Board contribution to health plan premiums.
  - 10.3.10** The Board shall supplement UI benefits for a maximum of 17 weeks or for that period covered by accumulated sick leave, whichever is less.
  - 10.3.11** The teacher shall not be entitled to any supplementation of UI benefits for any period during which the teacher would not have taught if she were not on maternity leave.
  - 10.3.12** The Board shall advise each teacher to apply for Extended Disability (ED) benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive days of disability the teacher shall apply for ED benefits and no further salary, health plan premiums, or supplementation of UI benefits shall be payable by the Board.
  - 10.3.13** Prior to leave being granted, the Board and the teacher shall agree to terms and conditions in Writing of resumption of duties on the part of the teacher.
  - 10.3.14** Prior to the leave commencing, each teacher shall endeavor to provide the Board with the date she plans on returning to work, however, she shall give the Board at least two weeks notice of the day on which she intends to return to work. Such notice shall be in writing.

- 10.3.15** In addition to the maternity leave, each teacher shall be eligible for a further personal leave without pay and Board contributions to health plan premiums for up to 34 weeks provided such is continuous and complete within 12 months of the date the teacher first went on maternity leave. During this 34 week period, each teacher shall be eligible to maintain her coverage on health plans provided she pays 100 percent of the premiums. The terms of this personal leave shall be arranged between each teacher and the Board.
- 10.3.16** Notwithstanding 10.3.14, the teacher and the superintendent of schools or his/her designate shall mutually agree to the return date of any special extended leave which should not normally exceed 34 weeks.
- 10.3.17** A teacher returning from maternity leave may be required to pass a medical examination before returning to duty.
- 10.3.18** The Board shall make every effort to return the teacher to the same position held at the commencement of the leave, but if that should prove to be impractical or not possible, to a similar position within the **same** school.
- 10.3.19** Adoption leave shall be **as** provided for in the Employment Standards Code. The supplementation of UI benefits, sick leave and Board contributions to health plan premiums shall not apply during adoption leave.
- 10.4** Jury Duty, Court **Summons** or Subpoena Leave
- Jury Duty
- Leave with pay shall be granted for a teacher to serve on a **jury** or answer any summons related thereto, or to answer a subpoena or summons to attend **as** a witness in any proceeding authorized by law to compel the attendance of witnesses, providing any stipend established by the court shall be turned over to the division.
- 10.5** ATA Business Leave
- Where the Board grants leave for Association business such leave shall be without loss of salary provided that **an** amount equal to **the** salary of a substitute teacher is paid by the Association to the Board for each day of such leave.
- 10.6** Other Leaves
- Additional leaves of absence may be granted by the Board with or without pay at the discretion of the Board.
- 11.0** Professional Improvement
- 11.1** Professional Improvement Leave
- Professional improvement leave shall mean a leave of absence without pay granted by the Board at its discretion **and** upon application by a teacher for study or other activities designed to improve the teacher's academic or professional qualifications.
- 11.1.1** All applications for professional improvement shall be submitted to the superintendent by April 30 or a minimum of 90 days prior to the proposed commencement of the leave.
- 11.1.2** All applicants for professional improvement leave shall be advised of the superintendent's decision within 30 days of receipt of the application.
- 11.1.3** Procedures governing applications and approval of professional improvement leave shall be in accordance **with** Board policy and regulations.
- 11.1.4** The terms and conditions of any professional improvement leave shall be agreed to in writing prior to final approval.
- 11.1.5** Except as herein provided, the Board shall not be responsible for any benefits or the payments of any premiums associated therewith, on behalf of a teacher on professional improvement leave. The teacher may however maintain existing benefits entirely at their personal expense.



## 1.2 Professional Improvement Assistance

Professional Improvement shall mean study or other activities designed to improve the teacher's academic or professional qualifications in the current or coming school year.

- 11.2.1 The Board shall annually establish a fund equivalent to the difference between the fourth year maximum and fourth year minimum on the salary schedule in effect that is to be allocated in terms of assistance grants to qualifying teachers for professional improvement assistance.
- 11.2.2 The applications including proposed costs for professional improvement assistance shall be submitted to the superintendent a minimum of 90 days prior to the proposed commencement of the professional improvement activity.
- 11.2.3 All applicants for professional improvement assistance shall be advised by any assistance granted within 60 days of receipt of application.
- 11.2.4 Any unused portion of the fund established shall revert to the instructional revenue block of the division and not accumulate to ensuing years.
- 11.2.5 A teacher who is granted professional improvement assistance shall give ~~an~~ an undertaking in writing to not resign or retire from teaching service with the Board other than by mutual agreement between the Board and the teacher for a period of one year. Should a teacher fail to comply with this clause he/she shall repay the allowance on a pro rata basis.
- 11.2.6 Procedures governing applications and approval of professional improvement assistance shall be in accordance with Board policy and regulations.

## 12.0 **The Board shall have an Early Retirement Policy**

### 13.0 **School Year** (Refer to Board Policy HC and Exhibit HC-E - School Year)

## 14.0 **Transfer**

- 14.1 Where the Board initiates a teacher's transfer to a school which is in excess of 40 km away from their existing residence and the teacher chooses to relocate to the new community, the Board shall reimburse the teacher for approved costs directly incurred in the transporting of household furnishings and personal effects ~~from~~ the existing residence to the new residence subject to the teacher providing an approved estimate of costs prior to the move being undertaken, and providing a statement of costs incurred with supporting documents upon completion of the move.
  - 14.1.1 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type ~~of~~ assignment shall be considered for the vacant position. Should the teacher not be selected, he/she may request a written explanation of the reason(s).
  - 14.1.2 When ~~a~~ teacher is transferred subsequent to the commencement of the school year the teacher, upon request, shall be provided up to three days of unassigned time to prepare for the new assignment.

## 15.0 **Grievance Procedure**

Any difference between any employee covered by this agreement and the Board, or in a proper case between the Local of The Alberta Teachers' Association and the Board concerning the interpretation, application, operation or ~~alleged~~ violation of this agreement and ~~further~~ including any dispute ~~as~~ to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

- 15.3 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice may be given within 15 days after the date ~~of~~ the aforesaid 21 day limit expires or the date the grievance committee renders other ~~than~~ a unanimous decision, whichever is shorter.

- 15.1** Such difference (hereinafter called "a grievance") shall first be submitted in writing to the secretary-treasurer of the Board and the secretary of the Local of the ATA and the chairperson of the EPC of the ATA Local No 15. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought.
- 15.2** In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have lapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing to the secretary-treasurer of the Northern Lights School Division No 69, the secretary of Local of the ATA and the chairperson of the EPC of the ATA Local No 15 who in turn shall notify their respective grievance committee.
- 15.2.1** Such grievance committee shall be composed of two representatives of the Northern Lights School Division No 69 and two representatives of The Alberta Teachers' Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 15.4** Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Minister of the Department of Labour to make the necessary appointment,
- 15.5** The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 15.6** The arbitration board shall not change, amend, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an 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 term of this agreement.
- 15.7** The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee effected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the board.
- 15.8** The arbitration board shall give its decision not later than 14 days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.
- 15.9** Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman,
- 15.10** All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 15.11** In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be at an end.
- 15.12** Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.
- 16.0** **Probationary Period**

A teacher in possession of a probationary contract shall be notified by the Board prior to May 25 of the current school year as to the future status of the contract.

**17.0 Successors**

This agreement shall inure to the benefit of and be binding upon the parties and their successor.

**18.0 Management Rights**

In matters not otherwise covered by this agreement, the Board agrees to act in a fair, just, and reasonable manner.

**19.0 Temporary/Part-Time Teachers**

Except as herein provided, teachers on contracts of employment which do not require full day service for a full school year shall be considered **as** full-time teachers and **as** such eligible for all provisions and benefits of this agreement on an equal basis.

**19.1** Salary shall be determined on the basis of full-time equivalency at the rate of 1/200 of grid position for each full day of service.

**19.2** Sick leave entitlement (clause **8**) shall be calculated on the basis of full-time equivalency at the rate of 1/200 for each full day of service.

**19.3** Compassionate leave entitlement (clause 10.1) shall be calculated on the basis of full-time equivalency at the rate of 1/200 for each full day **of** service.

**19.4** Personal leave entitlement (clause 10.2) shall be calculated on the basis **of** full-time equivalency at the rate **of** 1/200 for each full day of service.

**19.5** Board contributions for Group Insurance Plan premiums shall be calculated on the basis of full time equivalency at the rate of 100 percent (excepting 60 percent for Extended Disability) **x** FTE **x** premium amount.

**19.6** Part-time teachers shall be compensated on the basis of full-time equivalency when required by Board directive to participate in activities beyond the scope of their normal responsibilities. They shall take **part** in activities of a nature normally expected of their position (staff meetings, parent/teacher days, convention, local institute day). They shall not be reimbursed for those duties regularly associated with their position.

**20.0 Deferred Salary Leave Plan**

**20.1** The Board shall make available a deferred salary leave plan and make the necessary payroll deductions for remittance to the corporation administering the plan.

**20.2** A maximum of 10 teachers shall be granted a deferred salary leave of absence for a given year.

**20.3** The Deferred *Salary* Leave Plan application shall be concluded by September 10 in the year of application to participate in the deferred **salary** plan.

**20.4** **Upon** the expiry of the leave of absence under the Deferred Salary Leave Plan, the teacher shall resume employment with the Board.

**20.5** A deferred *salary* committee consisting of a Board member, a teacher representative and a member of division office administration may be established to resolve conflicts that may arise with the Deferred Salary Leave Plan.

**21.0 Teacher-Board Liaison Committee**

The parties hereby recognize that basic to the proper management and administration of a school system is the School Board's right and responsibility to formulate and adopt policies and regulations.

**21.1** The **Board** and The Alberta Teachers' Association recognize the advantages and acknowledge the mutual benefits to be derived **from** effective communication between trustees, teachers **and** administrators.

- 21.2** The parties hereby agree that there shall be constituted a teacher-board liaison committee in every Board jurisdiction for the purpose of considering matters of concern related to school **affairs** including proposed educational policy changes and changes in conditions of professional service, **and** communicating thereon the views of the respective parties.
- 21.3** The Teacher-Board Liaison Committee shall consist of authorized representatives of teachers, elected Board members and their appointees.
- 21.4** This committee shall meet initially **within** the **first** three months of the school year. Further meetings shall be upon the request of either party.

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