

SOURCE	R.T.P.
EFF.	9/1/96
TERM.	8/31/97
No. of EMPLOYEES	290
NO. DE D'EMPLOYES	290

Collective Bargaining Agreement
WETASKIWIN REGIONAL DIVISION NO 11
1996/97

This agreement is made in quintuplicate this 20th day of May AD, 1997, pursuant to the *School Act* and the *Labour Relations Code* (RSA).

Between Wetaskiwin Regional Division No 11, (hereinafter called "the Board") of the first part, and The Alberta Teachers' Association, a body corporate incorporated under the laws of the Province of Alberta, (hereinafter called "the Association") of the second part.

WHEREAS the Association is the duly certified bargaining agent for the teachers employed by the Board; and

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

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

1. Bargaining Unit

1.1 This agreement applies to all 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, except those designated as:

- (a) superintendent
- (b) deputy or assistant superintendents
- (c) directors.

2. Scope

2.1 The Board retains those residual rights of management not specifically limited by the terms of this agreement.

3. Terms of Agreement

3.1 This agreement takes effect September 1, 1996 and terminates August 31, 1997. Retroactivity shall apply only to articles 4 and 7. All other changes shall be implemented effective May 1, 1997

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. Negotiations shall be limited to the items in the two lists combined.

- 3 If neither party submits notice as per clause 3.2, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 3.2.
- 3.4 The wording and figures contained in the articles and schedules of this agreement shall not be changed by either party, except through mutual agreement.

4. Salary Schedule

- 4.1 The Board shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One month salary shall be 1/12 part of the annual salary at the rate in effect that month.
- 4.2 The number of years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate of each teacher employed by the Board.
- 4.3 The following salary schedules shall be effective as indicated.

Effective September 1, 1996

Years of Teaching Experience	Years of Teacher Education					
	One	Two	Three	Four	Five	Six
0	19,547	22,362	24,846	30,225	32,146	34,124
1	20,867	23,505	26,153	32,091	34,012	35,990
2	22,187	24,647	27,459	33,957	35,877	37,856
3	23,508	24,790	28,767	35,823	37,743	39,721
4	24,828	26,993	30,074	37,688	39,609	41,587
5	26,148	28,076	31,381	39,554	41,475	43,453
6	27,468	29,218	32,688	41,513	43,434	45,412
7	28,788	30,361	33,995	43,472	45,393	47,371
8	30,109	31,504	35,302	45,431	47,352	49,330
9	30,109	32,647	36,609	47,390	49,311	51,289
10	30,109	33,790	37,917	49,349	51,270	53,248
11	30,109	33,790	37,917	51,308	53,229	55,207

- 4.4 Nothing in this agreement shall reduce the basic salary of a teacher below the basic salary payable to him/her immediately prior to the effective date of this agreement.
- 4.5 Provisions of this agreement shall be applicable to part-time teachers on a prorated basis. Effective May 1, 1997, this agreement will provide full-time benefit premium payments, as outlined in clause 5, for part-time teachers.

5. Benefits/Group Insurance

- 5.1 When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 5.2 The Board shall contribute toward the costs of the various premiums as follows:
- (a) ASEBP Extended Disability Benefit, Plan D - 100 percent of each teacher's monthly premium,

- (b) Life Insurance, Schedule 2 and Accidental Death and Dismemberment - 50 percent of each teacher's monthly premium,
- (c) ASEBP Extended Health Care Plan 1 - 100 percent of each teacher's monthly premium,
- (d) ASEBP Dental Care Plan 3 - 100 percent of each teacher's monthly premium,
- (e) Alberta Health Care - 50 percent of each teacher's monthly premium.

5.2.1 Employee Assistance Plan

The Board agrees to maintain an employee assistance plan which shall be 100 percent funded by the teachers. Any changes to the plan shall be made by mutual agreement.

5.3 Subject to the provisions of the master policies, all teachers appointed to the staff of the Board after the signing of this collective agreement shall be required to enrol in the ASEBP plans and AHC. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the extended health care plan, the dental plan and the AHC plan upon submitting proof of participation in these or similar plans through his or her spouse.

5.4 Payments towards benefit plans by the Board shall permit them to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.

6. Vocational Teachers

6.1 Definition: A vocational teacher is a teacher who is:

- (1) The holder of an Alberta Teaching Certificate and an Alberta Journeyman's Certificate or equivalent in a trade area, and
- (2) Teaching an Industrial Education Career Fields Course, as defined in the current Junior-Senior High School Handbook or any document substituted therefore, in a trade area requiring the said Journeyman Certification.

6.2 Grid Placement of Vocational Teachers

6.2.1 Training: Vocational teachers shall be placed in the salary grid, with respect to teacher education, in the same manner as all other teachers. However, an Alberta Journeyman's Certificate or its equivalent will be equated to one year of professional training or, according to Teacher Qualifications Service evaluation, whichever is greater. This clause will not apply to any teacher hired after September 1, 1983.

6.2.2 Experience: Experience in trade, business or industry will not be deemed to be teaching experience. However, the Board and the Association consider it just and reasonable that each vocational teacher be placed in the grid at an experience level equivalent to the number of years the teacher spent in trade, business or industry during related apprenticeship training and while working in a field directly related to the teacher's Journeyman's Certificate and teaching assignment. Such placement will be retained by a teacher in instances where the teacher is required by the Board to accept a subsequent non-vocational teaching assignment. This principle does not apply to grid placement relative to teacher education. Thus, in no case, may a vocational teacher receive a basic salary which exceeds the maximum provided in the category relative to the teacher's training, as in clause 6.2.1 above.

7. Administrative Allowances

7.1 Administrative allowances shall be calculated as follows:

7.1.1 Principals

September 1, 1996 - Basic allowance - 3.20 percent of category 4 maximum salary plus per pupil allowance:

0 - 100 pupils 0.08 percent of category 4 maximum salary

101 - 200 pupils 0.05 percent of category 4 maximum salary
 201 - 300 pupils 0.035 percent of category 4 maximum salary
 301 - 400 pupils 0.03 percent of category 4 maximum salary
 401 + pupils 0.02 percent of category 4 maximum salary

The minimum allowance any principal shall receive is \$7,150. The principal's allowance shall be rounded to the nearest \$50.

Principals responsible for storefront schools shall receive a \$500 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.

- 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 11 day until the return of the regular principal.
- 7.2.1** In the absence of the principal from the school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Board to be acting principal and shall be paid 50 percent 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 percent 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.
- 7.2.2** Vice-Principals - an amount equal to one half of the principal's allowance.
- 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:
- Effective September 1, 1995
- 7.3.1** Coordinator \$ 5,513
- 7.3.2** Department heads designated by the Board shall be paid 13.4 percent of the allowance paid for the principal of the high school at which they are employed.
- 7.4** A teacher occupying an administrative position on the date of signing 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 fulfil the responsibilities of the position or until the criteria no longer exists to warrant the position as per sections 7.3 and 7.6.
- 7.5** The Board may create or fill administrative positions other than those specifically enumerated in clause 7.3 hereof, provided that additional allowances are negotiated with the ATA Local No 18 economic policy committee's negotiating subcommittee before advertising and filling such position. If after 10 days from the time notice is given in writing to the committee no agreement is reached, the Board may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations and shall be retroactive to the date the notice was served to the Board.
- 7.6** Designation of a Vice-Principal - In a school where there are nine or more teachers including the principal, the Board 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 Board and the principal of the school concerned.

- 7 Guidance Counsellor - A guidance counsellor shall be paid 1/200 of the teacher's regular annual salary, to a maximum of two days, for service rendered during the months of July and August in compliance with any request from the superintendent. The annual salary used for computation shall be that in effect at September 1 of the year the service is rendered.
- 7.8 Any teacher replacing or acting in the role of vice-principal or 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 percent of the appropriate allowance retroactive to the first day:
 - (b) eleven or more consecutive operational days - 50 percent of the appropriate allowance as per (a) above for the first 10 days and 100 percent of the appropriate allowance effective the 11 day.
- 8. Teacher Education**
- 8.1 The evaluation of teacher 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 principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association.
- 8.2 The adjustment dates for changes in the allowance for university education are September 1 and February 1.
- 8.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall supply satisfactory evidence of teacher education to the Board within 90 calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates. If satisfactory evidence is not submitted within 90 calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits a copy of the application for evaluation of teacher education to the Board within 45 calendar days of commencement of employment or adjustment dates.
- 8.4 Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications.
- 9. Experience Increments**
- 9.1 Increments shall become effective on September 1 or February 1, following each year of additional service with the Board. A teacher shall not be eligible for more than one increment per school year. The Board reserves the right to withhold increments from any teacher for reasons asserted to be any of the following:
- 9.1.1 Service record in the preceding year which is less than 125 days. In this respect, days when the teacher is absent through illness shall be considered as service days.
- 9.2 Teaching service with other Boards shall be treated as if it has been teaching service under this contract. (Note - this article shall apply only to teachers hired after the date of signing of this agreement.)
- 9.2.1 No teacher shall receive increments for experience gained while not holding a valid teaching certificate.
- 9.3 By August 31 of each school year, each part-time teacher shall be issued a statement of the number of equivalent full-time teaching days taught during the previous school year.
- 9.3.1 A part-time teacher must accumulate 125 FTE days within four consecutive years to qualify for an increment. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1.

- 9 The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Board from other previous employer(s).
- 9.5 Proof of previous experience, 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, whichever is applicable.
- 9.5.1 If such evidence is submitted within the 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1, whichever is applicable.
- 9.5.2 If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, or at the minimum of their category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 10. Substitute Teachers**
- 10.1 Teachers engaged as substitutes shall hold a valid Alberta Teaching Certificate. Substitute teachers shall be paid .0036 times the grid figure for four years of education and zero years of experience for each full day of work and half of the full day rate for each half day of work. The 1996/97 salary rate shall be effective May 1, 1997.
- 10.2 When a substitute teacher has taught for more than five 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 sixth day of service in that position.
- 10.3 Substitute teachers shall be paid on the same date as all other teachers provided they fulfil their responsibilities in completing their required payroll information by the established cut-off date.
- 10.4 Any teacher other than a substitute, hired on a day to day basis, who teaches in a school which has a longer day and a shorter school year is to be paid an appropriate rate. Deductions from annual salary shall be made on the same basis.
- 11. Inservice**
- 11.1 Temporary leave of absence, with pay and the Board's contribution to benefit premiums shall be granted to teachers attending any "in-service and/or professional development" project with approval of the superintendent.
- 12. Sick Leave**
- 12.1 Annual sick leave with pay and the Board'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:
- 12.1.1 In the first year of service with the Board, 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.
- 12.2 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (article 5), upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:
- 12.2.1 Less than one year of service - the remaining entitlement in accordance with the *School Act*.
- 12.2.2 After one year of service - 90 calendar days.
- 12.3 A certificate, signed by a qualified medical practitioner, may be requested by the Board to determine that a teacher is able to resume regular duties when a teacher has been absent 30 or more consecutive school days.

- 1** When a teacher leaves the employ of the Board, all accumulated sick leave shall be cancelled.
- 12.5** Before any payment is made under the foregoing regulations, the teacher shall provide:
- 12.5.1** A declaration, if required by the Board, where the absence is for a period of three days or less.
- 12.5.2** A certificate, if required by the Board, signed by a qualified medical or dental practitioner where the absence is for a period of over three days.
- 12.6** After 90 calendar days of continuous disability the sick leave provisions (article 12) shall be suspended and the benefits of the ASEBP extended disability benefit shall apply. The Board shall continue to pay its share of the teacher's benefit premiums.
- 13. Sabbatical Leave**
- 13.1** Sabbatical leave shall mean leave of absence granted by the Board on application by the teacher for the following reasons:
- 13.1.1** Study approved by the Board for improving the teacher's academic or professional education.
- 13.1.2** Travel or experience which has been approved by the Board.
- 13.2** To be eligible for sabbatical leave under clause 13.1.1 or 13.1.2, the teacher shall have served the Board for four years.
- 13.3** A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher for a period of at least two years after resuming their duties.
- 13.4** A teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions under which the teacher shall return to the school system.
- 13.5** All applications for sabbatical leave shall be submitted to the Board by March 1 preceding the school year in which sabbatical leave is to commence and the Board shall notify applicants of acceptance or rejection by April 16.
- 13.6** The Board shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.
- 13.7** A teacher who is granted sabbatical leave for the year shall receive a salary of 50 percent of current salary and the Board's contribution to benefit premiums. Payments shall be made in equal monthly instalments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.
- 13.8** The Board may grant a sabbatical leave for a period of less than one year but greater than one month. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 13.7 calculated in the ratio that the period of approved leave bears to one year.
- 13.9** Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which they enjoyed before the leave was taken.
- 13.10** The Board, in total shall receive applications for sabbatical leave and make decisions concerning them, but it shall receive recommendations from a committee consisting of one Board member, one member of the Local Alberta Teachers' Association and the superintendent.
- 14. Maternity, Adoption, Parenting Leave**
- 14.1** Maternity Leave
- 14.1.1** Maternity leave shall be without pay but with the Board's share of benefit premiums for a maximum period of 18 weeks.

- 1.1.2 Article 12.3 shall apply to a teacher on maternity leave.
- 14.1.3 (a) the teacher shall access the Supplementary Unemployment Benefits Plan. The Board shall implement a Registered Supplementary Unemployment Benefits Plan which shall provide teachers on maternity leave with 100 percent of gross salary during 15 weeks of leave. This SUB plan shall be appended to this collective agreement. The Board shall pay the portion of the teacher's benefit plan premiums specified in clause 5.2.
- (b) if the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for extended disability benefits.
- (c) if the absence begins within the 10 week period before the estimated date of delivery, or on the date of delivery, the teacher shall access the SUB plan as provided for in 14.1.3 (a) at the commencement of the absence.
- 14.1.4 Each teacher shall endeavor to notify the Board of her leave requirements 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.
- 14.1.5 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.
- 14.2 Adoption Leave
- 14.2.1 Teachers are entitled to adoption leave without pay and without the Board's share of benefit premium contributions for a maximum of eight weeks.
- 14.2.2 Prior to the leave commencing, each teacher shall endeavor to notify the Board with leave requirements as early as possible. Each teacher shall notify the Board of the date the teacher plans on returning to work as early as possible, however, the teacher shall give the Board at least two weeks notice of the day on which they intend to return to work. Such notice shall be in writing.
- 14.3 Parenting Leave
- 14.3.1 In addition to maternity or adoption leave, teachers shall be entitled to a parenting leave without pay or benefits for up to two years. Such leave will be completed within six years of the child's birth or adoption and must commence immediately following maternity or adoption leave or at the start of a school year.
- 14.3.2 Application for such leave must be made no later than three months prior to the commencement of parenting leave.
- 14.3.3 Parenting leave will terminate at the end of a school year or at the end of a reporting period in the school year.
- 14.4 Teachers returning from maternity, adoption or parenting leave shall be returned to the position held at the commencement of the leave. Nothing in this clause precludes any change by mutual consent.
- 14.5 The phrase "returned to the position held at the commencement of the leave" in clause 14.4 does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.
15. **Other Leaves of Absence**
- 15.1 A teacher is entitled to temporary leave of absence with pay and the Board's contribution to benefit premiums and such leave is deemed to be an authorized leave of absence approved by the Board pursuant to Section 92(1)(d)(i) of the *School Act*, 1988, where such teacher is absent:

- 1 .1** For not more than five teaching days for each occurrence because of the critical 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 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.
- 15.1.2** One day or required portion thereof; subject to approval of the principal, may be allowed in the event of the death of another relative, other than those set out in 15.1.1, or fellow employee or close friend.
- 15.1.3** Because, despite reasonable effort, the teacher is unable to travel to his/her school from the teacher's usual place of residence because of:
- (a) inclement weather,
 - (b) impassable road conditions or
 - (c) the failure of transportation facilities other than his/her own.
- 15.1.4** For the period of one day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter or spouse is graduating.
- 15.1.5** Leave of absence of up to three 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 his/her designate.
 - (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 has been granted by the superintendent prior to such leave being utilized.
 - (c) costs of the substitute shall be borne by the teacher for the second and third day.
 - (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.
- 15.1.5.1** One day per annum of the aforementioned three personal leave days may be used by a teacher to attend his wife during maternity confinement with no deduction made for the cost of the substitute.
- 15.1.5.2** One day 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.
- 15.2** Leave of absence for salary negotiations shall be granted to a maximum of five teachers without loss of salary or the Board's share of benefit premiums provided, however, that the Board shall be reimbursed by The Alberta Teachers' Association for the cost of a substitute, where one is employed, for each day of such leave.
- 15.3** Additional leaves of absence may be granted by the Board with or without pay and the Board contributions to benefit premiums at the discretion of the Board.
- 15.4** When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Board will continue to pay the teacher's full salary and the Board's share of benefit premiums provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the course is remitted to the Board.
- 15.5** 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.

16. Grievance Procedure

16.1 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.

16.1.1 Where any references in clauses 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Board declared holidays.

16.1.2 Step "A"--Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary of the Board and to the secretary of the Local of The Alberta Teachers' Association as the case may be. Such written submission shall be made within 30 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. 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. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor or their representative within 10 days of receiving notice of the grievance.

16.1.3 Step "B"--In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with Step "A", then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing by the grievor specifically and at the same time to the following: the chairman of the teacher's grievance committee, the chairman of the Board grievance committee and the secretary-treasurer of the Board.

Such grievance committee shall be composed of two representatives of the Wetaskiwin Regional Board of Education and two representatives of The Alberta Teachers' Association. The chairman of the responding party shall contact the chairman of the grieving party to set an appropriate date, place and time to meet in order to attempt to resolve the dispute. The grievance committee shall render its decision in respect of the grievance within 21 days following the receipt of the submission. If the grievance committee reaches a majority decision as to the disposition of the grievance, that decision shall be final and binding.

16.1.4 Step "C"--In the event the grievance committee does not meet within 21 days following the receipt of the submission, or in the event the said committee does not reach a majority decision within the said time, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21 day time limit expires or if the grievance committee fails to render a majority decision.

16.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice, and the two members shall endeavor to select an independent chairman.

16.3 If the two members fail to select a chairman within five days after the day on which the latter of the two members is appointed, they shall request the Minister of the Department of Labour to select a chairman.

16.4 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

16.5 The arbitration board shall not change, modify or alter any of the terms of this agreement.

- The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the Wetaskiwin Regional Division No 11 and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration board shall be the findings and decisions of the arbitration board and shall be binding on the parties.
- 16.7** Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairman.
- 16.8** The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.
- 17. Transfers**
- 17.1** The Board will establish a procedure by which teachers may request a transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.
- 17.2** When the Board requests a teacher to transfer to another school, the Board shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.
- 17.2.1** When a teacher is transferred subsequent to the start of a school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time shall be determined by consensus among the two principals and the teacher, subject to the approval of the superintendent. If a consensus is not reached, the superintendent shall determine the amount of time. In no case shall it be less than one-half day.
- 17.3** Notwithstanding Section 85 of the *School Act*, 1988, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without his/her consent.
- 17.4** Any teacher who becomes an employee of the Board pursuant to the provisions of Sections 212 and 213 of the *School Act*, 1988 and who had been designated a principal, vice-principal or assistant principal by his/her former employer retains such designation.
- 18. General**
- 18.1** All previous agreements, schedules and regulations concerning rate of salary and conditions of employment between or affecting both parties are hereby cancelled at the signing of this agreement. Until this agreement is signed, the existing collective agreement remains in effect.
- 18.2** Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary as follows:
- (a) not later than one clear banking day prior to the last Friday of each month;
 - (b) not later than two clear banking days prior to the Christmas vacation.
- 18.2.1** Upon individual written request, teachers shall have their salary payments mailed directly to their bank for deposit purposes. The provisions of this clause shall not apply to substitute teachers.
- 18.2.2** At the written request of the teacher by January 1, the Board shall pay on the last teaching day of June an advance in respect of July and/or August salary in an amount not exceeding the estimated net salary for such month or months.
- 18.3** Teachers shall be assigned duties for not more than 200 days in any school year. Any teacher who is in receipt of an administrative allowance as provided in article 7 shall accept the responsibility for having his/her school units operational on the commencement day of each school term, semester or other division of the school year.

- 1. The Board shall submit, in writing, proposed Board regulations pertaining to teachers to the ATA Local No 18 and the teacher chairperson of the teacher board advisory committee (TBAC).

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

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

- 18.5 All teachers employed by the Board shall be members of The Alberta Teachers' Association.
- 18.5.1 Every teacher employed by the Board shall pay the fees set by the bylaws of the ATA, the Board shall deduct these fees from the salary of every teacher it employs, other than as a superintendent and shall pay the membership fees and furnish a list of teachers in its employ each month to the Association.
- 18.6 This agreement shall enure to the benefit of and be binding upon the parties and their successors for the period of the contract.
- 18.7 Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other Board personnel.
- 18.8 The Board shall operate a deferred salary leave plan.
- 18.9 The Board shall effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment against liability in respect of any claim for damages or personal injury.
- 19. **Noon Hour Supervision**
- 19.1 The principal of a school shall, after consultation with his staff, organize the staff and any other persons designated by the Board in such a manner as to provide proper supervision during the noon intermission.
- 19.2 Any arrangements so made by agreement among the majority of the staff shall be binding upon the entire staff and shall be a condition of employment.
- 19.3 Any arrangements so made and in compliance with this clause, shall be subject to the approval of the superintendent.
- 19.4 Where possible, any teacher required to be on duty, in compliance with this clause, shall be entitled to 30 minutes time during the school day free of the school and free of school duties.
- 20. **Date of Agreement**

In witness thereof, the parties hereto execute this agreement by affixing hereto the signature of their proper officers on their behalf.

LETTER OF AGREEMENT NO 1

BETWEEN

WETASKIWIN REGIONAL DIVISION NO 11

AND

THE ALBERTA TEACHERS' ASSOCIATION

The parties agree that each teacher shall receive a payment of 0.2 percent of salary for the period

September 1, 1996 to April 30, 1997.

Signed in Wetaskiwin, Alberta this day of, 1997.

On behalf of:

WETASKIWIN REGIONAL DIVISION NO 11

On behalf of:

THE ALBERTA TEACHERS' ASSOCIATION
Coordinator, Teacher Welfare

LETTER OF AGREEMENT NO 2

BETWEEN

WETASKIWIN REGIONAL DIVISION NO 11

AND

THE ALBERTA TEACHERS' ASSOCIATION

The parties hereby confirm that they agreed to reduce the increase in the grid for the 1996/97 agreement 0.2 percent from 1.6 percent to 1.4 percent to compensate for the increased cost of providing full-time benefits to part-time teachers.

Signed in Wetaskiwin, Alberta this day of, 1997.

On behalf of:

WETASKIWIN REGIONAL DIVISION NO 11

On behalf of:

THE ALBERTA TEACHERS' ASSOCIATION
Coordinator, Teacher Welfare

WETASKIWIN REGIONAL PUBLIC SCHOOLS

LETTER OF INTENT

PROFESSIONAL DEVELOPMENT BUDGET PLAN

MANDATE: The Board hereby agrees that it is its intent to distribute to each teacher a copy of the Board's professional development plan and the budget for professional development once they have been adopted.

Signed in Wetaskiwin, Alberta this day of, 1997.

On behalf of:

WETASKIWIN REGIONAL DIVISION NO 11

On behalf of:

THE ALBERTA TEACHERS' ASSOCIATION
Coordinator, Teacher Welfare

WETASKIWIN REGIONAL PUBLIC SCHOOLS

LETTER OF INTENT TO FORM

SCHOOL-BASED DECISION MAKING ADVISORY COMMITTEE

MANDATE: To discuss and provide recommendations to the Board on decision making process at the school level.

MEMBERSHIP: The committee will consist of seven members, constituting representation from:

1. ATA Local No 18 (two teachers)
2. SBDM Administration Committee (one Principal)
3. Support Staff (one employee)
4. School Councils (one parent)
5. Superintendent's office (one administrator)
6. School Board (one trustee)

Each group will choose their own representative.

STRUCTURE: The committee is authorized under the right and responsibility of the Board. All members will have equal voice in discussion and preparation of recommendations. The Trustee will assume the position of chair.

TIMELINES: The committee will begin meeting as soon as possible with the objective of developing a consensus on the school level decision making process during the 1997/98 term.

MEETING LOGISTICS:

1. Meetings will be convened at times and locations suitable to the members.
2. The boardroom in the administration office will be made available to the committee.
3. If any meetings occur during the school day, ATA Local No 18 will cover the cost of substitute teachers for their two members.

Signed in Wetaskiwin, Alberta this day of , 1997.

On behalf of:

WETASKIWIN REGIONAL DIVISION NO 11

On behalf of:

THE ALBERTA TEACHERS' ASSOCIATION
Coordinator, Teacher Welfare

SUB PLAN

WETASKIWIN REGIONAL PUBLIC SCHOOLS

Revenue Canada Taxation Number - 13975 6357 RP001

Number of employees covered - 290

1. Wetaskiwin Regional Division No 11 intends to cover all employee groups under the SUB plan.
2. The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by maternity.
3. a) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.
b) SUB is payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is the claimant:
 - i) is serving the two week EI waiting period,
 - ii) has insufficient weeks of insurable employment to qualify for EI or
 - iii) has exhausted her entitlement to EI.
4. The benefit level paid under this plan is set at 100 percent of the employee's regular weekly earnings. The combined weekly rate of the EI benefit and SUB payments will not exceed 100 percent of the employees' normal weekly earnings.
5. This SUB benefit will be paid for 15 weeks.
6. a) The plan is financed by the employer's general revenues.
b) SUB payments will be kept separate from payroll records.
7. The duration of the plan is from the time it is received by Employment Immigration Canada until such time as it is amended or altered by negotiations of the collective agreement.
8. The employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change.
9. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
10. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

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