

SOURCE	Sch Bd		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	460		
NOMBRE D'EMPLOYÉS	460		

Collective Bargaining Agreement
WOLF CREEK REGIONAL DIVISION NO 32
[replaces Lacombe Co 14 and Ponoka Co 3]
1996/97

This agreement is made in duplicate this 26 day of May AD, 1997, pursuant to the *School Act* and the *Labour Relations Code* (RSA).

Between the Wolf Creek Regional Division No 32 (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 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:

1.0 Application

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 superintendent
- (c) associate/assistant superintendent
- (d) manager of technology services.

1.1.1 All teachers employed by the Board shall be members of The Alberta Teachers' Association.

2.0 Scope

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

2.2 The matters negotiated by the parties in respect of the salaries and the terms and conditions of the teachers' employment with the Board are governed by the provisions of this agreement and any statutory provisions relating thereto.

3.0 Term of Agreement

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- 3.1** This agreement takes effect September 1, 1996 and terminates August 31, 1997. Either party may give to the other not less than 30 days nor more than 180 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 the particulars of all changes sought. Negotiations shall be limited to the items in the two lists combined.
- 3.2** If neither party submits notice as per clause 3.1, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 3.1.
- 3.3** The wording and figures contained in the articles and schedules of this agreement shall not be changed by either party, except through mutual agreement.
- 3.4** Provisions of this agreement are retroactive to September 1, 1996 except as hereinafter described.
- 4.0 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 schedule shall be effective as indicated.

Effective September 1, 1996

Years of experience	Years of teacher education					
	One	Two	Three	Four	Five	Six
0				30,600	32,540	34,544
1				32,490	34,429	36,431
2				34,380	36,318	38,318
3				36,270	38,207	40,205
4				38,160	40,096	42,092
5				40,050	41,985	43,979
6				41,940	43,874	45,866
7				43,832	45,764	47,754
8	30,158			45,724	47,654	49,642
9				47,616	49,544	51,530
10		33,847	37,991	49,508	51,434	53,418
11				51,400	53,324	55,306
Increments			1,892	6x1,890 5x1,890	6x1,889 5x1,890	6x1,887 5x1,888

- 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 in respect of salary and benefit premiums as per article 16.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary and benefit premiums that the period of actual service in the year bears to a year of full-time service.

Part-time teachers currently receiving full-time benefit contributions on the date of signing this agreement shall continue to receive full-time benefit rate contributions until June 30, 1997 after which the contributions shall be prorated according to their level of full-time equivalency.

5.0 Substitute Teachers

- 5.0.1** Only certified teachers shall be employed as substitute teachers.

- 5.1** Effective September 1, 1996 substitute teachers shall be paid at the rate of \$104.69 per diem, including vacation pay.

- 5.2** When a substitute teacher has taught for more than five days consecutively in one position, he/she shall be placed on the salary grid in accordance with his/her years of training and experience, such placement to be effective from the sixth day of service in that position.

- 5.3** When a substitute teacher is required for a period in excess of five consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless he/she is unwilling to continue the assignment.

- 5.4** Substitute teachers shall be paid not later than the 15 day of the month following, provided the necessary payroll information is submitted no later than the third teaching day of the month following the days taught.

6.0 Administration and Administrative Allowances

In addition to the foregoing salary, there shall be paid administrative allowances in accordance with the following schedule:

- 6.1** Principal's Allowances: Effective September 1, 1996

(a) an allowance of \$671.95 per full-time equivalent teacher in the school, exclusive of the principal to a maximum of \$5,074.50 plus

(b) \$18.52 per pupil for the first 100 pupils, plus

(c) \$12.14 per pupil for the remaining pupils.

- 6.2** Vice-Principal/Assistant Principal Allowances--Administrative allowance amounting to 50 percent of the allowance received by a principal in accordance with 6.1 shall be paid to each vice-principal and assistant principal. Where the Board has designated a senior or first vice-principal, the senior or first vice-principal shall receive an administrative allowance amounting to 60 percent of the allowance received by the principal. The pupil count for a vice-principal or assistant principal shall be the same as the count for the principal.

- 6.3** Acting Principal--When, in the absence of the principal, the assistant principal acts in his/her place for a period of five or more consecutive days, the assistant 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 sixth day until the return of the regular principal.

- 6.4** In the absence of the principal from a school where there is no assistant principal or in the absence of both the principal and assistant 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 assistant principal(s) be absent for more than three consecutive school days and such allowances shall be payable from day one. Such designation shall terminate upon the return to duty of the principal or either the principal or assistant principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

- 6.5** The pupil and teacher count for purposes of administration and administrative allowances shall be made on September 30 of each year and to be effective on commencement of the current school year.
- 6.6** 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, 1996
- 6.6.1** Supervisors and directors \$ 11,447
- 6.6.2** Coordinators and consultants \$ 5,708
- 6.6.3** Department heads \$ 2,102
- 6.6.4** Teachers of Hutterite Colony schools or the teacher of a one-room school \$ 1,682
- 6.7** A teacher occupying an administrative position on the date of signing of this agreement shall continue to retain his/her administrative designation for the term of this agreement or until he/she vacates the position in the school or is otherwise unable to fulfill the responsibilities of the position.
- 6.8** The Board may create or fill administrative positions other than those specifically enumerated in article 6.7 hereof, provided that additional allowances are negotiated with the ATA economic policy committee's negotiating subcommittee before advertising and filling such position. If after 10 days from the time notice is given 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.
- 6.9** Designation of an Assistant Principal--In a school where there are nine or more teachers including the principal, the Board shall designate one teacher to be assistant 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.
- 7.0 Experience Increments**
- 7.1** A year of teaching experience shall be earned by teachers providing service for at least the equivalent of 125 school days with the Board. Teaching experience earned by part-time teachers shall be accumulated within four consecutive years. 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.
The number of years of teaching experience earned by a teacher prior to engagement by the Board is granted as if it had been teaching experience in schools under the Board's jurisdiction.
No teacher shall receive increments for experience gained while not holding a valid teaching certificate.
- 7.2** The adjustment date for changes in the number of increments allowed for teaching experience shall be at the commencement of the school year or February 1.
- 7.3** Substitute teaching shall not be counted as teaching experience for incremental purposes, except for those teachers who are under contract.
- 7.4** The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Board from other previous employer(s).
- 7.5** Proof of previous experience, or proof of having applied for same must be submitted to the Board within ■ calendar days of commencement of employment, the first day of school of each school year or February 1, whichever is applicable.
- 7.5.1** If such evidence is submitted within the ■ 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.

- 7.5.2** If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience, or at the minimum of his category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.

A teacher shall not receive more than one increment per year regardless of circumstances.

8.0 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 his/her 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 or according to the minimum education requirements for his/her teaching certificate.
- 9.0 Prorata**
- 9.1** Teachers coming on staff on the date of signing this agreement and thereafter shall not be eligible for any allowance for partial years of teacher education.
- 9.2** Teachers receiving prorata under the previous agreement shall continue to be eligible for such allowances if they successfully complete one fully accredited university course prior to every two-year period effective September 1, 1972.
- 9.3** Subsequent to the date of signing of this agreement, allowance for partial years of teacher education shall be calculated on the difference between the applicable minimum salaries of the years of training.
- 9.4** Teachers 55 years of age or older on the date of signing of this agreement shall not be subject to the requirements for completing university courses as set out in article 9.2.

10.0 Vocational Teachers

- 10.1** A vocational teacher is any teacher who has an Alberta Journeyman Certificate or its equivalent and a valid Alberta teacher certificate.
- 10.2** In the case of vocational teachers, the Board shall have the right to determine the initial incremental placement as they deem reasonable and necessary providing such initial placement is no less than that provided for in article 10.3.
- 10.3** Initial incremental experience shall normally be considered on the basis of:
- (a) one year of experience for each year of vocational experience up to a maximum of seven years, and
 - (b) after the seventh year, one year of experience for every two years of vocational experience.

- 10.4** Vocational experience for article 10.3 shall be that experience gained following the date a candidate attains journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.
- 10.5** The gross salary of such placement shall not exceed the maximum salary for the year of teacher training for which the teacher qualifies as assessed by the evaluation authority as provided in article 8.1.
- 10.6** Teachers teaching in an area of journeyman certification and holding journeyman's qualifications or the equivalent which have not been recognized under article 8.1 shall be granted one year of teacher education for such qualifications.
- 10.7** Once placed on a salary schedule, vocational teachers shall, in the same manner as other teachers, move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.
- 11.0 Sick Leave**
- 11.1** In the first year of service with the Board, a teacher shall be entitled to sick leave as follows:
- (a) an accumulation of the maximum statutory sick leave of 20 days accumulated at two days per month.
 - (b) Should sick leave exceed the number of days of sick leave entitlement resulting in salary deduction, subsequent accumulated sick leave entitlement, to a maximum of 20 days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.
- 11.2** During the second and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for 90 calendar days.
- 11.3** A teacher who has more than one year of continuous service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days.
- 11.4** Provisions of the sick leave shall be suspended, and the benefits of the ASEBP extended disability shall apply where a teacher is so eligible for these ASEBP benefits.
- 11.4.1** If a teacher is not eligible for the ASEBP extended disability benefits, he/she shall accumulate as per the provisions of 11.1, to a maximum of 150 school days of the unused accumulation. This clause applies only to those employed prior to September 1, 1971.
- 11.5** A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three consecutive teaching days may be required to present a medical certificate within one month after resuming normal teaching duties.
- 11.6** A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of three teaching days or less may be required to present a signed statement giving the reason for such absence.
- 11.7** Provisions of this article shall not be applicable when a teacher is on other special leaves, with or without pay, or while on strike.
- 11.8** When a teacher leaves the employ of the Board, all accumulated sick leave shall be cancelled.
- 11.8.1** Notwithstanding article 11.8, in the case of a teacher who has had one or more years of continuous service with the Board and within two years, is re-employed by the Board, he/she shall have his/her entitlement to 90 calendar days of sick leave reinstated.
- 12.0 Sabbatical Leave**

- 12.1** Sabbatical leave shall mean leave of absence granted by the Board on application by the teacher for the following reasons:
- 12.1.1** Study approved by the Board for improving the teacher's academic or professional education.
- 12.1.2** Travel or experience which has been approved by the Board as being useful in improving the teacher's service.
- 12.2** To be eligible for sabbatical leave under article 12.1.1 or 12.1.2, the teacher shall have served with the Board for five years.
- 12.3** A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following expiration of his/her 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 his/her duties.
- 12.4** A teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions under which he/she shall return to the school system.
- 12.5** All applications for sabbatical leave shall be submitted to the Board by March 1 preceding the school year in which sabbatical leave is commenced.
- 12.6** 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.
- 12.7** A teacher who is granted sabbatical leave for the year shall receive a salary of 50 percent of category 4, step 5 for that year. 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.
- 12.8** 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 article 12.7 calculated in the ratio that the period of approved leave bears to one year.
- 12.9** Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which he/she enjoyed before the leave was taken.
- 13.0 Maternity and Adoptive Leave**
- 13.1.1** Maternity leave shall be for a maximum period of 18 weeks.
- 13.1.2** The teacher shall give at least two weeks notice prior to commencement and return from this leave.
- 13.1.3** Prior to commencement of a maternity leave as specified in the collective agreement, a teacher shall choose either (1) or (2) below. That choice shall become irrevocable on the first day of absence.
- (1) The teacher may access the supplementary unemployment benefits plan.
- (a) The Board shall implement a registered supplementary unemployment benefit plan which shall provide teachers on maternity leave with 95 percent of gross salary during 15 weeks of the leave. The SUB plan shall be appended to this collective agreement.
- (b) The Board shall pay the portion of the teacher's benefit plan premiums specified in articles 16.2 (a-e) of the collective agreement.
- (2) The teacher may access sick leave entitlement with pay as specified elsewhere in this collective agreement for the health-related portion of the maternity leave as determined by medical documentation provided by her doctor.
- 13.1.4** (a) Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave.

(b) The phrase "returned to the position held at the commencement of the leave" in article 13.1.4 (a) does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.

13.2 Maternity Related Leave

13.2.1 In addition to the maternity leave, each teacher shall be eligible for a further personal leave without pay and benefits for a period of up to 34 weeks provided such is contiguous with the maternity leave.

13.2.2 Written notice of intent to take such leave must be forwarded to the superintendent or designate at least 60 days prior to the commencement of the leave.

13.2.3 This leave (duration, commencement and return) shall be mutually agreed upon between the teacher and the superintendent or his designate.

13.2.4 Teachers on related leave may make arrangements through the Wolf Creek Regional Division office to prepay premiums for applicable benefits.

13.2.5 (a) Teachers returning from this leave shall be returned to the position held at the commencement of the leave.

(b) Notwithstanding article 13.2.5 (a), teachers returning from this leave at a later date satisfactory to both parties shall return to the position held at the commencement of the leave.

(c) The phrase "returned to the position held at the commencement of the leave" in article 13.2.5 (a) 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.

13.3 Adoption Leave

13.3.1 Adoption leave shall be for a maximum period of eight weeks. The term, duration and return date shall be mutually agreed upon between the teacher and the superintendent or designate. The adoption leave shall commence on the date the teacher takes custody of the child.

13.3.2 The teacher shall endeavor to notify the Board of adoption leave requirements three months in advance, however, they shall give at least two weeks notice prior to commencement and return from this leave, unless shorter notice is given by the adoption agency. Such notice shall be in writing.

13.3.3 Adoption leave shall be without pay and Board contributions to benefit premiums.

13.3.4 Teachers on an adoption leave may make arrangements through the administration office to prepay premiums for applicable benefits.

13.3.5 Only one parent of a child shall qualify for adoption leave under this clause.

13.4 Adoption Related Leave

13.4.1 In addition to the adoption leave, a teacher may be granted an adoption related leave without pay and Board contributions to benefit premiums provided that such leave is contiguous with the adoption leave.

13.4.2 Written notice requesting an adoption related leave must be forwarded to the superintendent or designate at least three months prior to the commencement of the adoption leave.

13.4.3 The term, duration and return date of the adoption related leave shall be mutually agreed upon between the teacher and superintendent or designate.

13.4.4 Teachers on an adoption related leave may make arrangements through the administration office to prepay premiums for applicable benefits.

13.4.5 (a) Teachers returning from an adoption related leave shall be returned to the position occupied at the commencement of the leave or alternate position of a comparable nature.

(b) Notwithstanding clause 13.4.5 (a), teachers returning from this leave at a later date satisfactory to both parties shall return to the position occupied at the commencement of the leave or alternate position of a comparable nature.

(c) The phrase "returned to the position occupied at the commencement of the leave or alternate position of a comparable nature" in clause 13.4.5 (a), 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.

14.0 Other Leaves of Absence

14.1 A teacher is entitled to temporary leave of absence with pay 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:

14.2 For not more than five teaching days for each occurrence because of the critical illness or death of spouse, child, parent, step parent, legal guardian, brother, sister, step sibling, 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.

14.3 Because, despite reasonable effort, he/she is unable to travel to his/her school from his/her 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.

14.4 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) 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; and

(b) a salary deduction at the rate contained in clause 5.1 is made for each day of personal leave taken. A substitute teacher shall be employed to cover the classroom duties of the teacher accessing leave under this clause.

14.4.1 One day per annum of the aforementioned six personal leave days may be used by a teacher to attend his wife during maternity confinement or to take custody of an adopted child with no deduction made for the cost of a substitute.

14.5 Leave of absence for salary negotiations shall be granted to a maximum of six teachers without loss of salary, provided, however, that the Board shall be reimbursed by The Alberta Teachers' Association Local No 3 for the cost of a substitute for each day of such leave.

14.6 Additional leaves of absence may be granted by the Board with or without pay at the discretion of the Board.

14.7 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 his/her full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Board.

14.8 The Board shall grant leave of absence with full pay for teachers who are absent to attend to professional business at the Local level approved by The Alberta Teachers' Association provided that the Board is reimbursed for the cost of a substitute for each day of absence. Leave shall not exceed three days per year. The president or designate of the Local shall have access to five additional days of leave under this clause.

14.9 Upon written application and meeting of the eligibility requirements specified below, a teacher shall be granted leave of absence as follows:

(a) For the purposes of article 14.9 it is understood that the total number of teachers on leave in any one school year shall not exceed five percent of the number of full-time equivalent (FTE) employed by the Board. Furthermore, the Board shall approve all eligible applications up to a number equivalent to five percent of the number of FTE teachers in its' employ. In the event that applications for leave exceed five percent of the number of FTE teachers for a given school year, it is understood that the unsuccessful applicants be given first priority upon reapplication for the following school year.

(b) (i) Teachers returning from leave (article 14.9) shall be returned to the position held at the commencement of the leave.

(ii) The phrase "returned to the position held at the commencement of the leave" in article 14.9

(b) (i) does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.

(c) It is understood that no increments will be earned by a participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the collective agreement.

(d) It is understood that leave taken under article 14.9 will be without pay, however, the teacher may make arrangements to pay his/her benefit premiums for the duration of the leave through the regional division office.

(e) To be eligible for leave of absence under article 14.9 the teacher must have been employed by the Board for a minimum of five years.

(f) The duration of the leave will be determined through mutual agreement of the teacher and the superintendent.

(g) Upon mutual agreement, a deferral option of up to one school year may be exercised by the applicant (teacher) or the Board. However, in no circumstance shall the deferral involve more than two school years.

(h) Normally, written application must be made no later than 90 calendar days prior to the leave being taken and notification of approval shall be provided no later than 60 calendar days, from receipt of application. However, in extenuating circumstances applications filed outside of the above mentioned time lines may be considered.

14.10 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.

15.0 Transfers

15.1 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.

15.1.1 Provision of article 15.1 shall apply only to those administrators who are currently designated non-term administrators. Furthermore, it is understood that when there are no longer any non-term administrators employed by the Board, articles 15.1 and 15.1.1 shall be deleted from the collective agreement.

15.2 When the Board requests a teacher to transfer to another school the Board shall move him/her or shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.

15.2.1 Unless the teacher agrees, a teacher cannot be involuntarily transferred within three calendar years of the last involuntary transfer.

15.2.2 Unless the teacher agrees, the teacher cannot be transferred until after a meeting of the teacher and the superintendent at which meeting the teacher receives in writing the reasons for the transfer.

- 15** 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 former employer retains such designation.
- 16.0 Group Health and Insurance Plans**
- 16.1** 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.
- 16.2** Effective the first of the month following the date of ratification of this agreement, the Board shall contribute toward the costs of the various premiums as follows:
- (a) ASEBP, Extended Disability Income Benefit, Plan D, Life Insurance, Schedule 2 - 75% of each teacher's monthly premium.
 - (b) ASEBP Extended Health Care Plan I - 75% of each teacher's monthly premium.
 - (c) ASEBP Dental Care Plan 3 - 75% of each teacher's monthly premium.
 - (d) Alberta Health Care - 75% of each teacher's monthly premium.
- 16.3** 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.
- 16.4** Payments 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 (previously Unemployment Insurance Commission) regulations.
- 16.5** Effective from January 1, 1996, benefit plan contributions will be applied in such a manner that the taxable benefits will be reduced to as minimal a level as possible.
- 17.0 General**
- 17.1** Except for substitute teachers, each teacher shall be paid 1/12 of his/her 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.
- 17.2** 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 6 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.
- 17.3** Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.
- 18.0 Conditions for Professional Service**
- 18.1** The Board shall submit, in writing, proposed Board regulations pertaining to teachers to:
- (a) the ATA school representative in each school in the Board's jurisdiction;
 - (b) the secretary of the ATA Local.
- In each case it shall be the responsibility of the ATA to provide the Board with the names of the school representatives and the secretary-treasurer.
- 18.2** 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 changes.

19^a Grievance Procedure

- 19.1** 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.
- 19.1.1** Step "A"--Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary-treasurer 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 his/her representative within 10 days of receiving notice of the grievance.
- 19.1.2** 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 chairman of the teacher's grievance committee, and the chairman of the Board's grievance committee. In accordance with the provisions found herein, the grievance shall be forwarded to a joint grievance committee.
- Such grievance committee shall be composed of two representatives of the Board 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.
- 19.1.3** 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.
- 19.2** 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.
- 19.3** 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.
- 19.4** The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 19.5** The arbitration board shall not change, modify or alter any of the terms of this agreement.
- 19.6** The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the Board 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.
- 19.7** 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.

- 19.0** Where any references in article 19.1 to 19.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Board declared holidays.
- 19.9** 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.
- 20.0 Part-time Assignments and Contracts**
- 20.1** Full-time teachers who hold a continuing contract with the Board may apply to the Board for a part-time assignment. Such application must be made not later than April 30 of the school year immediately preceding the year in which the part-time assignment is to take effect.
- 20.2** The board may provide a part-time assignment to a full-time teacher under the following terms:
- 20.2.1** The part-time assignment shall continue at the same level of full-time equivalency for a period of two years, at which time an extension may be granted unless:
- a) the teacher provides notice of his/her intentions to resume full-time duties;
 - b) the Board provides notice that the teacher shall resume full-time duties; or
 - c) the Board and the teacher mutually agree to a change in the level of full-time equivalency.
- For both a) and b) above, notice shall be provided not later than April 30 of the school year immediately preceding the year in which the resumption of full-time duties is to take place.
- 20.3** Notwithstanding 20.2.1 above, the Board and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.
- 20.4** Teachers returning to full-time duty from part-time assignments or job sharing arrangements under this section shall be placed in the position they held prior to the arrangement or an alternate position of a comparable nature agreeable to the teacher.
- 21.0 Other**
- 21.1** Except where provisions of the agreement are made with reference to specific provisions in previous agreements, all previous agreements and salary schedules between or affecting the parties are hereby cancelled.
- 21.2** This agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 21.3** Teachers required to teach in two or more schools in one day shall be paid kilometrage or travel allowance at the same rate as other Board personnel.
- 22.0 Date of Agreement**
- In witness thereof, the parties hereto execute this agreement by affixing hereto the signatures of their proper officers on their behalf.

LETTER OF INTENT

This Letter of Intent is attached to and forms part of the collective agreement between the Wolf Creek Regional Division No 32 and The Alberta Teachers' Association.

The parties to agree as follows:

1. (a) Opportunity room teachers, and academic and vocational counsellors receiving an additional allowance, shall continue to receive this allowance providing, however, that the teacher was a recipient

of such an allowance on or before December 31, 1977.

(b) In addition, the aforementioned teachers are eligible for a general increase of these allowances to the extent agreed by the parties. Those teachers on staff on or before December 31, 1977, in the capacities indicated shall have their allowances adjusted to the following rates:

Effective September 1, 1996

Opportunity room teachers \$ 979.39/annum

Academic and vocational counsellors \$1,779.67/annum

(c) Teachers hired on or after January 1, 1978 in the capacity of opportunity room teachers and/or academic and vocational counsellors are not eligible for this (these) additional allowances.

2. Principals and assistant (vice) principals of the Wolf Creek Regional Division No 32 shall for the term of this agreement receive allowances in accordance with article 6.1 (a), (b), (c) of this agreement or in accordance with the provisions of their former collective agreement dated January 1, 1977 to December 31, 1977, whichever is the greater.

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