

[replaces Cardston, ~~Stirling~~ and Warner County]

This collective agreement is made in duplicate this 4 day of October, AD 1995 pursuant to the School Act and the Labour Relations Code.

Between the Westwind Regional Division No 9, hereinafter called the "Board", of the first part, and The Alberta Teachers' Association, acting on behalf of Westwind Local No 12 a body corporate incorporated under the laws of the Province of Alberta, hereinafter called the "Association", of the second part.

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 desire that these matters be set forth in a collective agreement to govern the terms of employment of the said teachers.

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

1. The collective agreement applies to all employees of the Board who as a condition of their employment must possess a valid teacher 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 superintendent, deputy superintendent, associate superintendent and director of special services.

2. The salaries and the terms and conditions of the teachers' employment with a Board are governed by the provisions of this collective agreement and any statutory provision relating thereto.

3. Term and Effective Date

3.1 This collective agreement shall, except where otherwise specified, take effect on September 1, 1995 and shall remain in full-force and effective until August 31, 1996.

3.2 Either party may give to the other party 60 to 150 days prior to the termination of this collective agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new collective agreement. At the first meeting between the parties, both parties shall exchange details of all amendments sought.

4. Salary

4.1 The following shall determine the placement on the salary schedule:

- (a) the number of years of teacher education in accordance with clause 4.4.
- (b) the number of years of teaching experience in accordance with clause 4.5.

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4.2 The Board shall pay all the teachers monthly one-twelfth of the salary in effect for that month as **herein set forth** and computed. For the purposes of this collective agreement, allowances shall be considered to be part of the salary.

4.3 Salary Grid

September 1, 1995 - August 31, 1996.

Years of Teaching Experience	Years of Teacher Education					
	One	Two	Three	Four	Five	Six
0	19,608	21,495	24,445	29,808	31,719	33,730
1	20,614	22,692	25,759	31,703	33,606	35,622
2	21,619	23,891	27,072	33,598	35,494	37,514
3	22,625	25,088	28,387	35,493	37,382	39,406
4	23,631	26,285	29,700	37,388	39,269	41,298
5	24,636	27,482	31,014	39,283	41,157	43,190
6	25,643	28,680	32,329	41,178	43,045	45,082
7	26,648	29,877	33,642	43,073	44,933	46,973
8	27,654	31,074	34,956	44,968	46,820	48,866
9	28,660	32,273	36,270	46,864	48,708	50,758
10	29,665	33,470	37,584	48,758	50,596	52,649
11				50,653	52,484	54,542

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

4.4.1 Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.

4.4.2 Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall within 60 days of September 1 or February 1 or commencement of duties submit to the Board proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service of the Association.

4.5 A year of teaching experience is any one year during which a teacher has rendered service for not less than 120 days. A teacher who has rendered service for not less than 60 days in any one semester shall receive credit for one-half year of teaching experience. One-half year teaching experience not to be paid except that no one-half years of teaching experience in different school years shall count as one year of teaching experience. Except as otherwise provided teaching experience shall not include university or college instruction. Teachers receiving such university experience prior to January 1, 1980 and college experience prior to January 1, 1981 shall continue to receive same.

TEACHER'S NAME	TEACHING EXPERIENCE	TEACHER'S EFF. DATE	SOURCE
JE	251	95090	Union
		96083	

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4.5.1 Notwithstanding clause **4.5**, any teacher hired on a regular part-time basis such that **120** full days of teaching cannot be accumulated in one school year, or **60** full days in one semester, shall receive credit for one year's teaching experience upon a total accumulation of **120** full days of teaching or more prior to the adjustment date as specified in clause **4.4.1**, accumulation to commence September **1, 1972**.

4.5.2 Teaching experience obtained by a teacher prior to engagement by the Board is counted as if it has been teaching experience in schools under the Board's jurisdiction. Prior teaching experience shall be documented by previous employer(s).

4.5.3 No teacher shall receive credit for teaching experience gained while he/she was not holding a valid teaching certificate. For teachers engaged on/or after January **1, 1982**, substitute teaching shall not in any event be used in calculating whether an additional year of teaching experience with the Board has been earned.

5. Allowances

5.1.1 Principal Allowance - In addition to his/her salary in clause 4, each principal shall receive, monthly, an allowance equal to one-twelfth of the following schedule based on the number of teachers, including the principal and vice-principal.

- **3.8** percent of the fourth year minimum for each of the first five teachers,
- **1.6** percent of the fourth year minimum for each of the next five teachers,
- **1.3** percent of the fourth year minimum of each of the next five teachers,
- **.9** percent of the fourth year minimum of each of the next five teachers,
- **.85** percent of the fourth year minimum for each remaining teacher.

For the purposes of this clause a proportionate allowance shall be paid for part-time teachers.

5.1.2 In addition to his/her salary in clause 4, each vice-principal or assistant principal shall receive one-half the allowance paid to the principal, except where there is more than one vice-principal, assistant principal, team leader or other administrative support personnel in a school, a sum equal to the principal's allowance shall be divided between them or among them in the ratio of their responsibilities.

5.2 In a school where there is no vice-principal, a teacher shall be designated by the Board to be acting principal in the absence of the principal, and shall be paid an amount equivalent to **1/200** of **25** percent of the principal's allowance for each half day of the principal's absence.

5.2.1 In a school where both the principal and vice-principal are absent, a teacher shall be designated by the Board to be acting principal and shall be paid an amount equivalent to **1/200** of **25** percent of the principal's allowance for each half day of absence.

5.2.2 When, in the absence of the principal, the viceprincipal or any other designee acts in his/her place for a period of five or more consecutive school days, the vice-principal or designee shall receive an allowance of **1/20** of the principal's allowance as calculated in clause **5.1.1** effective on the fifth day and for every consecutive school day thereafter until the return of the principal.

5.3 Payment for administration shall commence on the effective date of appointment of the administrator.

5.4 Allowances

5.4.1 in addition to the salary under clause **4**, there shall be paid the following allowances to designated personnel employed by the Board.

A. Supervisors	8,259.40
B. Coordinators	3,964.65
C. Consultants	2,032.05

5.4.2 It is the right of the Board to create and fill administrative, supervisory and consultative positions provided that said positions are limited to those set out in article **5.4.1** and other articles of this collective agreement.

6. Substitute Teacher

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

6.2 Effective September **1, 1995**, the rate of pay for substitute teachers shall be .34 percent of the fourth year minimum per diem including holiday pay. Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be effective the **sixth** consecutive teaching day, according to placement on the salary grid subject to the terms of this collective agreement.

6.3 Notwithstanding clause **6.2**, a substitute teacher who fills a teaching position for more than four consecutive days and who accepts a contract of employment for the Board shall be paid effective the first day according to placement on the salary grid.

7. Payment

7.1 Teachers under contract, except substitutes shall be paid on the 28th of the month with exception of December when teachers shall be paid on the 20th of the month.

7.2 Any teacher completing a full year's service shall have made available for professional development to him/her any sums outstanding at the end of the year's teaching. Written application must be made prior to June 1.

7.3 Payment for teachers shall be in accordance with the memorandum regarding calculation of salary for the purpose of both payment and deduction, memorandum between the Association and the Alberta School Trustees' Association signed **on/or** about January **6, 1972**.

8. Cumulative Sick ~~ve~~

8.1 In the first year of service with the Board, a teacher shall be entitled to **20** school days of sick leave at full salary. During the second and subsequent years of service, annual sick leave with full salary **will** be granted for **90** calendar days.

8.2 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of ~~accident~~, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in **8.1**. Notwithstanding the above, after 20 school days of continuous absence in a teacher's first year of service, no further salary shall be paid. After 90 calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of **ASEBP** shall take effect. A teacher who in his/her second or subsequent year of service ~~returns~~ to work after a continuous absence of 90 calendar days shall have his/her ~~leave~~ entitlement under clause **8.1** reinstated upon submission of a medical certificate of good health.

8.3 When a teacher leaves the employ of the Board ~~all~~ accumulated sick leave shall be cancelled except as provided in **8.3.1**.

8.3.1 Notwithstanding clause **8.3** in the case of a teacher who has had previous service with the Board and re-enters its employ within 26 months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated, clause **8.1** during the period of employment with the Board shall be reinstated to the credit of the teacher.

8.4 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 four or more consecutive teaching days may be required to present a medical certificate within one ~~month~~ after resuming normal teaching duties.

8.5 A teacher who is absent from school duties to obtain medical or dental treatment, or because of accident, disability or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving reasons for such absence.

9. Professional Leave

Notwithstanding **9.1** through **9.6** the Board may offer a summer professional leave to assist teacher(s) in retraining for a specific classroom assignment as posted by the Board. Effective September 1, 1993 a teacher who is granted summer professional leave will receive up to \$1,500 in reimbursement for tuition costs.

9.1 Professional leave shall mean leave of absence granted by the Board on application by a teacher for the following reasons:

9.1.1 Study approved by the Board to upgrade a teacher's academic or professional status, or for other reasons which are acceptable to the Board.

9.2 A teacher who is granted professional leave shall give an undertaking in writing to return to his/her duties following expiration of his/her leave and shall not resign from teaching service, other than by mutual agreement between the Board and the teacher, for a period of at least two school years after resuming his/her duties. Should a teacher resign or retire from service of the Board before completing his/her two year's service following such leave, repayment of leave salary shall be made to the Board on a prorata basis.

9.3 All applications for professional leave shall be submitted to the Board by February 1 preceding the school year in which the professional leave is to commence.

9.4 The Board shall, after reviewing the applications for professional leave, grant a maximum of three such leaves per school year. Those requesting leaves shall apply to the Board prior to April 1 in the year preceding the school year in which the professional leave is requested to occur. Those granted professional leave shall be so informed by April 30 preceding the school year in which the professional leave is to commence.

9.5 A teacher who is granted professional leave for a school year shall receive as salary 65 percent of the fourth year minimum (as per clause 4.3) during the year of his/her professional leave, payable in a manner agreed upon by both parties. For one half year of professional leave, payment as salary shall be one half of 65 percent of the fourth year minimum. A part-time teacher granted a professional leave shall receive the applicable salary herein on a prorata basis.

9.6 Professional leave may be applied for after five years or during the fifth year of continuous service with the Board.

9.7 Upon resumption of duties, the teacher shall be returned to a position no less favourable to the teacher than the one which he/she enjoyed before the leave was taken, when such assignment is practicable.

10. Leave of Absence

10.1 With Full Pay—A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Board. Where such teacher is absent:

10.1.1 For not more than five teaching days per school year, if necessary, because of the critical illness or death of any of the following legal relatives of the teacher or spouse: spouse, child, parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relative who is a member of the teacher's household.

Where critical illness is not followed by death within 30 days, the Board may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Board within 30 days of their being notified.

10.1.2 For those days on which a teacher is unable to reach the school from his/her usual place of residence because of impassable roads, when the absence is approved by the principal.

10.1.3 For those days in which a teacher has been subpoenaed to appear in court to give professional, job related evidence. A copy of the subpoena shall be submitted with the month end report.

10.1.4 For one day per school year discretionary leave providing one day's notice is given to the principal and a suitable substitute can be found.

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10.1.5 For each school year a teacher uses **two** or **less** days sick leave he/she will **earn** on day incentive leave.

10.1.6 Incentive and/or **discretionary** leave days can be accumulated up to a maximum of seven days, and **will** be referred to as special leave days.

Up to three special leave days (incentive and/or discretionary), as per clause **10.1.4** and **10.1.5**, per year may be taken with the approval of the principal or his designate.

Special leave in excess of **three** days must be applied for, through the principal, **to** the superintendent of schools.

At the **time** of **retirement** or **termination** of employment with **the** Board, each accumulated day **will** be valued at **the** current rate of substitute pay and **the** amount paid to the teacher.

10.2 With Partial Pay--Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary **of** a substitute is forthcoming to the Board through payroll deduction or payment **from other sources**:

10.2.1 Personal leave for not **more** than three days in any school year shall be granted for attending **to** private concerns, where possible, at least one day's notice shall be given **to** the principal, or in the **case** of a principal **to** the superintendent or central office.

For **the** purposes of this present agreement personal leave for not more than five days in any school year shall be granted **to** those teachers formerly covered by the County of Warner collective agreement, this extra provision shall expire August **31, 1996**.

10.2.2 **To** attend **to** the Annual Representative Assembly of The Alberta Teachers* Association **as** an official delegate.

10.2.3 **To** attend **to** a directive **to** serve as a juror in any court operated by either the Province of **Alberta** or **the** Government of Canada.

1 **Maternity and Adoption I**

10.3.1 A teacher shall be entitled **to** maternity leave.

10.3.2 The Board will register and implement a **95** percent Supplementary Unemployment Benefits plan which each teacher shall access for pay for a period of **15 weeks** of maternity leave. The Board shall pay its portion of each teacher's benefit **plan premiums** for **the 15** week period. The remainder of the maternity leave, exclusive of the **15 week** period, shall be without pay and Board contribution of premiums.

10.3.3 Each teacher shall endeavour **to** notify the Board verbally of her leave requirements **three** months in advance, however, she shall give the Board at least **two weeks** written notice of the day on which she intends to commence maternity leave.

10.3.4 In addition to the **15** week leave, each teacher shall be eligible for a further maternity related personal leave without pay and Board contribution to benefit premiums provided such is contiguous with the maternity leave. During this period, the teacher shall be eligible to maintain her benefit insurance coverage provided she pays **100%** of the premiums directly to ASEBP.

10.3.5 At least **two** weeks prior to the maternity-related personal leave commencing, each teacher shall endeavour to provide written notice to the Board of the date she plans on returning to work.

10.3.6 Teachers returning from the **15 week** or maternity-related personal leave shall be returned to the position held at the commencement of the leave. This 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.

10.3.7 A teacher shall be entitled to adoption leave without pay or Board contribution to benefits. The teacher concerned shall apply for such leave at least 60 days prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the leave shall not be denied. A teacher granted an adoption leave shall have the same options as outlined in clause **10.3.6**.

10.3.8 Through the maintenance phase of this collective agreement a mutually agreed to SUB plan shall be implemented.

10.4 Leaves of absence for the teacher's negotiating committee shall be granted to a maximum of five teachers without loss of salary, provided, however, that the Board shall be reimbursed by the Association an amount equivalent to the salary of a substitute for each teacher for the first **five** days of leave and **1/200** of each teacher's salary for each additional day of such leave.

11. Transfers

11.1 The Board shall pay to a teacher it has transferred to another school the moving expenses necessarily incurred by the teacher and his/her family as the result of such transfer to a maximum of **\$1,000**, as receipted. This does not apply to a teacher who has requested a transfer.

12. Group Insurance

12.1 The Board shall effect and maintain:

- (1) Alberta School Employee Benefit Plan (ASEBP)
 - (a) Long Term Disability - Plan D and Life, Accidental Death and Dismemberment - Schedule 2
 - (b) Extended Health Care - Plan I
 - (c) Dental Care - Plan 3
 - (d) Vision and Hearing - Plan II - effective August 31, 1994
- (2) Alberta Health Care Insurance (AHC)

applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.

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12.2 ~~All~~ teachers shall be members of the ASEBP - Plan D, Schedule 2, as defined in **12.1(1)(a)**.

12.2.1 With respect to clause **12.1** it is understood that participation in ASEBP - Extended Health Care Plan **1**, Dental Care Plan **3**, Alberta Health Care Insurance and Vision and Hearing II is not a condition of employment.

12.3 Effective September **1, 1993** the Board shall pay 80 percent of each teacher's premiums for the Long Term Disability (Plan D), Life Insurance and Accidental Death and Dismemberment (Schedule **2**) portions of the Alberta School Employee Benefit Plan (ASEBP).

12.3.1 Effective September **1, 1993** the Board shall pay the following amounts monthly, towards the costs of each plan named:

Extended Health Care (Plan 1)	80 % of each participating teacher's premium
Alberta Health Care	80 % of each participating teacher's premium
Dental Care (Plan 3)	80 % of each participating teacher's premium

12.3.1.1 Effective August **31, 1994** the Board shall pay the following amounts monthly, towards the costs of:

Vision and Hearing II	80 % of each participating teacher's premium
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12.3.2 Part-time teachers, who are eligible, shall be paid in accordance with **12.3, 12.3.1** and **12.3.1.1** on a prorata basis.

12.4 It is understood that payments toward the aforementioned benefit plan shall permit the Board to retain and not pass on to teachers any rebates of premiums otherwise required under Unemployment Insurance Commission regulations.

12.5 The Board will not provide benefits during any leaves of absences, including ~~extended~~ disability, except as provided in articles **8 & 10** of this collective agreement, however the teacher may, at their discretion, pay 100 percent of the ASEBP premiums during such leave provided that such provisions are approved by benefit plan regulations.

13. Grievance Procedure

The following grievance procedure is in accordance with the requirements of the *Labour Relations Code* and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this collective agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

Step 1 - Such differences (hereinafter called a grievance) shall first be submitted in writing to the secretary of the Local of the Association and the secretary-treasurer of the Board.

(a) Such written submission shall be made within 30 days from the date the grievor first had knowledge of the alleged violation.

(b) The submission shall set out the nature of the grievance, the clauses of this collective agreement which are alleged to have been violated and the remedy sought.

Step 2 - In the event the grievance is not settled within **15** days from the date of the submission in accordance with Step 1, then within a further period of **15** days the grievance shall be referred in **writing** to the grievance committee, or either party and/or their representatives may appear before the grievance committee to also present an oral and/or written submission.

(a) Such grievance committee shall consist of two representatives of the Westwind Local **No 12** of the Association and two representatives of the Board.

(b) This grievance committee shall meet and endeavor to resolve the grievance, and shall render its decision within 15 days following receipt of the submission.

(c) If the majority of the grievance committee reaches a decision as to the disposition of the grievance, that decision shall be final and binding on both parties. **A** majority decision shall be the decision of three members of the grievance committee.

Step 3 - In the event the grievance committee does not meet within **15** days following receipt of the submission, or in the event that the committee does not reach a majority or unanimous decision within the said time limitation, then either party may by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 days after the date the **15** day limitation in Step 3 expires.

(b) Concurrently with the notice by the party requiring the establishment of an arbitration board, **the** party shall name its nominee to the Board, and the recipient of the notice shall within five days inform the other party of its nominee to the Board.

(c) The two nominees so appointed shall within five days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, any party may request the Minister of Labour to make the necessary appointment.

Step 4 - The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than **15** days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

(a) Such award shall be final and binding upon the parties and upon any employee affected by it.

(b) The decision of a majority of the arbitration board is the award of the arbitration board, but where there is no majority (or unanimity) the decision of the chairman governs and shall be deemed to be the award of the arbitration board.

(c) The arbitration board by its decision shall not alter, amend or change the terms of this collective agreement.

(d) Each party to the grievance shall bear the expense of its respective nominee, and the two parties shall bear in equal proportions the expense of the chairman.

(e) All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.

(f) Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

General

14. Staff deployment and administrative time shall be the responsibility of the superintendent and principal in consultation with the staff.

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

15.1 The Board and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.

15.1.2 The Board shall submit proposed Board policies and regulations pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four weeks or such time as mutually agreed upon to respond to these proposals. The teachers may respond to these proposals in such manner as they may desire.

16. Any teacher required to teach in more than one school shall receive a per diem allowance, paid at current Board per kilometre rate, for such days when the distance travelled between schools exceeds eight kilometres.

17. If the Board wishes to change the commencement date of the school year they shall notify the teachers of such change at least three months prior to the commencement of that school year.

18. The Board shall provide each teacher in its employ with a copy of the collective agreement and a copy of the Alberta School Employee Benefit Plan explanatory booklet as well as the member's insurance card. A copy of the Board's current policy handbook shall be placed in each staffroom.

19. When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school.

20. This collective agreement shall enure to the benefit of and be binding upon the parties and their successors,

21. ~~All~~ previous collective agreements between or affecting the parties are hereby cancelled.

22. Deferred Salary Leave Plan

The Board agrees to implement a Deferred Salary Leave Plan as approved by Revenue Canada and as available at the central office and at each school.

An "eligible teacher" shall mean a teacher employed pursuant to a contract that continues in force from year to year. The maximum number of participants on leave of absence in any one year shall be subject to a decision of the Board taking into account the number of years of participation of each teacher and the needs of the system.

A teacher's benefits will be maintained by the Board during his/her leave of absence, provided the teacher requests such in writing three months prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on his/her behalf.