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Collective Bargaining Agreement

PALLISER REGIONAL DIVISION NO 26

1997/98

This agreement is made in duplicate this 6 day of May AD 1998 pursuant to the *School Act* and the *Labour Relations Code*.

Between the Palliser Regional Division No 26 of the Province of Alberta (hereinafter referred to as the "Board") of the first part and The Alberta Teachers' Association is a body corporate incorporated under the laws of the Province of Alberta (hereinafter referred to as the "Association") of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Board; and

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties; and

Whereas the parties desire these matters be set forth in an agreement to govern the terms of employment of the said teachers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises of 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 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 the superintendent of schools and associate superintendent of schools.
2. The salaries and the terms and conditions of the teachers' employment with the 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, 1997 and shall remain in full force and effect until August 31, 1998.
- 3.2 Either party may give to the other party not less than 60 and not more than 200 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. The parties may exchange proposals any time after notice is given and shall, in any event, table all particulars of amendments sought no later than the first meeting between the parties.
4. **Salary**
- 4.1 The following shall determine the placement on the salary schedule:
 - (a) The amount of university education;
 - (b) The length of teaching experience.

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- 4.2** The Board shall pay all teachers monthly $1/12$ of the salary rate in effect for that month as herein set forth and computed. For the purpose of this agreement, allowances shall be considered to be part of salary.
- 4.3** Salary Schedule (See Appendix A)
- 4.4** All teachers employed shall be evaluated by the Teacher Qualifications Service according to policies established by the Teacher Salary Qualifications Board, established by memorandum of agreement between the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March **23, 1967**.
- 4.4.1** The number of years of teacher experience for placement on the salary schedule shall be determined upon commencement of employment, the beginning of each school year or February 1 of each school year.
- Any teacher in the employ of the Board wishing to have previous employment evaluated shall provide necessary documentation to the superintendent of schools at the above time period, prior to the completion of three consecutive years of service with the Board.
- 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 in a school under the jurisdiction of a provincial, state or national department of education is any one school year during which a teacher has rendered service in an ECS through grade 12 school under contract for not less than **120** days. A teacher who has rendered service in an ECS through grade 12 school under contract for not less than 60 days in any one school year shall receive credit for $1/2$ year of teaching experience. An ECS through grade 12 school is any school where any or all grades from ECS through grade 12 are offered. One-half year teaching experience not to be paid except that two $1/2$ years of teaching experience in different school years shall count as one year of teaching experience. Experience evaluations of Board staff prior to **January 1, 1982** shall not be affected by the terms of this clause.
- 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** days in one semester, shall receive credit for one year's teaching experience upon a total accumulation of **120** full days of teaching. Such credit shall be determined on the dates specified in clause **4.4.1**.
- 4.5.2** Teaching experience obtained by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. Teachers claiming recognition for prior teaching experience shall be responsible for providing documentation from their previous employer which verifies the previous experience. Evidence that such documentation has been requested from previous employers shall be presented to the Board within 60 days of commencing employment with the Board.
- 4.5.3** No teacher shall receive credit for teaching experience gained while the teacher was not holding a valid teaching certificate.
- 4.5.4** A teacher who has rendered substitute service to the Board may accumulate one experience increment by combining service rendered in three consecutive years immediately preceding appointment to regular staff provided that a minimum of **120** days service has been rendered during this three-year period.

5. Allowances

5.1 Principal - In addition to his/her salary in clause 4, each principal shall receive monthly, an allowance equal to 1/12 of the following schedule based on the number of teachers, including the principal and vice-principal:

- 4 percent of the fourth year minimum for each of the first five teachers;
- 2 percent of the fourth year minimum for each of the next five teachers;
- 1.5 percent of the fourth year minimum for each of the next five teachers;
- 1 percent of the fourth year minimum for each remaining teacher.

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

5.1.1 In addition to his/her salary in clause 4, each vice-principal or other administrative support personnel shall receive 60 percent of the allowance paid to the principal, except that where there are more than one vice-principal or other administrative support personnel in a school, a sum equal to the principal's allowance shall be divided between or among them in the ratio of their responsibilities.

5.1.2 The coordinator of student services shall receive an allowance equal to 35 percent of fourth year minimum.

5.1.3 (a) One teacher assigned to each Hutterite school in Palliser Regional Division No 26 shall be assigned the designation vice-principal.

(b) The designation vice-principal shall apply only while the teacher is assigned to the Hutterite school and shall terminate should the teacher's assignment change.

(c) The vice-principal administration allowance received by each teacher shall be determined as per clause 5.1.1 of the collective agreement (ie, 0.6 times principal's allowance divided by 13 Hutterite schools).

5.2 In a school where regularly designated administrative personnel are absent, a teacher shall be designated by the Board to be acting principal and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half-day of the principal's absence. This is to be accumulated at the end of December and at the end of June and paid in a lump sum.

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

5.4 It is the right of the Board to create and fill new positions. Notwithstanding the above, the Board agrees to negotiate with the Association the allowance, if any, for each new position prior to filling the position.

6. Substitute Teachers

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

6.2 The rate of pay for substitute teachers, effective the first of the month following ratification, shall be as follows:

- \$108 per day, inclusive of holiday pay.

The 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 day, according to placement on the salary grid subject to the terms of this 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 with the Board shall be paid effective the first day according to placement on the salary grid.

7. Payment

- 7.1** Teachers under contract, except substitute teachers, shall be paid the last banking Friday of each month, with the exception of December when the teachers shall be paid on the last teaching Friday.

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

8. Cumulative Sick Leave

- 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, 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 clause 8.1. Notwithstanding the above, after 20 school days of continuous absence during 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 the second or subsequent year of service, returns to work after a continuous absence of 90 calendar days shall have sick leave entitlement under clause 8.1 reinstated.

- 8.3** 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 under clause 8.2 during the period of employment with the Board shall be reinstated to the credit of the teacher.

- 8.4** The provisions of clause 8.2 shall not be altered because of a teacher's leave of absence.

- 8.5** Before any payment is made under the foregoing regulation, the teacher may be required to provide:

- 8.5.1** A declaration, on a form to be provided by the Board, where the absence is for a period of three consecutive teaching days or less;

- 8.5.2** A certificate signed by a qualified medical or dental practitioner where the absence is for a period in excess of three consecutive teaching days;

- 8.5.3** A further medical certificate at the end of each month if the illness is a lengthy illness.

- 8.5.4** The Board may require a teacher to undergo a medical examination by a physician named or approved by the Board. All costs associated with the medical examination shall be borne by the Board.

9. Leave of Absence

- 9.1** 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 pursuant to section 92(1)(d)(i) of the School Act. Where such teacher is absent:
- 9.1.1** For not more than five teaching days, if necessary, because of the critical illness or death of a relative of the teacher or of the teacher's spouse.
- 9.1.1.1** For two days non-elective medical/dental attention of immediate family (spouse and children) provided the teacher's sick leave credit is reduced accordingly.
- 9.1.2** For the period of one day, plus one day for travelling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- 9.1.3** For not more than two days per school year for the purpose of writing examinations in academic or professional courses, including travel time if necessary.
- 9.1.4** For those days on which a teacher is unable to reach the school from the teacher's usual place of residence because of impassable roads when the absence is approved by the principal.
- 9.1.5** To attend the Annual Representative Assembly of The Alberta Teachers' Association as an official delegate.
- 9.1.6** For two teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.
- 9.1.7** Leave of absence without loss of salary shall be granted for:
- (a) jury duty or any summons related thereto; or
 - (b) to answer a subpoena or summons, to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).
- 9.2** Temporary leave of absence with pay, provided the Board is reimbursed for the cost of a substitute, shall be granted to teachers as follows:
- 9.2.1** 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 his office.
- 9.2.2** For the period of one day, plus one day for travelling if necessary, to attend the convocation or graduation ~~from~~ a post-secondary institution of the teacher's spouse or child.
- 9.3** Maternity Leave - Teachers are entitled to maternity leave to a maximum of 18 weeks. Leave shall be granted under the following conditions:
- (a) The leave will begin and end at the discretion of the teacher. The teacher shall, when possible, notify the Board of her leave requirements three months in advance of the first day of said leave, but no later than two weeks before the said leave.
 - (b) The Board may request a statement from a physician indicating the approximate date of delivery.

- (c) The teacher shall, when possible, give the Board 30 days, but not less than 14 days notice, in writing, of the intended return date.
- 9.3.1** The Board shall pay the portion of the teacher's benefit plan premiums specified in article 11 of this agreement during the 18 weeks of maternity leave.
- 9.3.2** When a teacher on continuous contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one of the following options:
- (a) If the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefits;
- (b) If the absence begins within the 10 week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either (1) or (2) below and shall normally notify the Board of that choice a minimum of two weeks prior to the planned commencement date of the leave. Such choice shall apply immediately and remain in effect until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.
- (1) The Board shall implement and maintain a supplemental unemployment benefits plan which shall provide teachers on maternity leave with 95 percent of their weekly salary under the SUB plan during the 13 weeks of leave.
- (2) The teacher may access sick leave entitlement with pay as specified in clause 8 of the collective agreement only for the period of sickness or disability.
- 9.3.3** Personal leave beyond 18 weeks shall be granted to a teacher to a maximum of one year. Such leave shall be without pay and without benefits and start and end dates shall be mutually agreed between the employee and employer.
- 9.3.4** (a) A teacher returning from a maternity leave of 18 weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" 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.
- (b) A teacher who wishes to extend a personal leave under clause 9.3.3 beyond the 18 week maternity leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave.
- 9.3.5** The period of leave during which a teacher is in receipt of supplementary unemployment insurance benefits shall be included as days required for accumulation of an increment.
- 9.4.1** A teacher shall be entitled to a leave of absence without pay and without benefits after the adoption of a child. The teacher may access benefits for the period of the leave of absence, provided the teacher pays 100 percent of the premium cost for those benefits.
- 9.4.2** The teacher shall inform the Board, in writing, when approved as an adoptive parent. The adoption leave will commence when the teacher assumes custody of the child. Such leave shall be of a three month duration unless altered by mutual consent.
- 9.4.3** (a) A teacher returning from an adoption leave of three months or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" 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.

(b) A teacher who is granted additional leave under clause 9.6 beyond the three month adoption leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave.

9.5 Leaves of absence for the teacher's negotiation committee shall be granted to a maximum of five teachers by the Board 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.

9.6 Additional leaves of absence may be granted by the Board for reasonable causes with or without pay and with or without benefits.

10. Transfers

10.1 The Board, if requesting a teacher to transfer to another school in another community, shall pay to that teacher moving expenses of \$1,000 provided that the teacher finds it necessary to relocate the teacher's place of residence to the new community.

11. Group Insurance

11.1 The Board shall effect and maintain:

(a) Alberta School Employee Benefit Plan (ASEBP)

(1) Extended Disability Benefit - Plan D

(2) Life, Accidental Death and Dismemberment - Schedule 2

(3) Extended Health Care - Plan 1

(4) Dental Care - Plan 3

(b) Alberta Health Care Insurance (AHC)

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

11.2 All teachers shall be members of the ASEBP - Plan D, Schedule 2, as defined in 11.1 (a) (1) & (2), except as provided in clause 11.2.2.

11.2.1 With respect to clause 11.1, it is understood that participation in ASEBP - Extended Health Care Plan 1, Dental Care Plan 3 and Alberta Health Care insurance is not a condition of employment.

11.2.2 Teachers who are members of a religious order (entitling them to coverage through that order) will not be required to join the plan.

11.3 The Board shall contribute an amount equivalent to 81 percent of the monthly premium for the ASEBP (Extended Disability Benefit Plan D, Life Insurance, Accidental Death and Dismemberment Schedule 2, Extended Health Care Plan 1 and Dental Care Plan 3) and an amount equivalent to 81 percent of the monthly premium of Alberta Health Care.

11.3.1 Payment of the Board's contributions for the teacher shall be ordered in the following manner:

- (1) Extended Health Care
- (2) Dental Care
- (3) Extended Disability Benefit Plan D
- (4) Life Insurance, Accidental Death and Dismemberment Schedule 2
- (5) Alberta Health Care Insurance.

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

12. 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 agreement including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

Step 1 - Such difference (hereinafter called a grievance) shall first be submitted, in writing, to the secretary of the Local of the Association and to the secretary-treasurer or designate 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 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. 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 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 a 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 2 expires.

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

General

- 13.** Newly appointed teachers may be required to present a medical certificate of good health.
- 14** Staff deployment and administrative time shall be the responsibility of the superintendent and principal in consultation with his/her staff.
- 15** The parties hereby recognize that basic to the proper management and administration of a school system it is the Board's right and responsibility to formulate and adopt policies.
- 15.1** The Board and Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.
- 15.2** The Board shall submit proposed Board policies pertaining to teachers to the executive of the ATA Local No 19 during the time which schools are operated. The executive shall be given a minimum of four weeks to provide feedback on proposed policies that pertain to teachers. The Board will not implement a proposed policy within the four weeks.
- 16.** The Board shall notify the teachers of changes in the school year at least six months prior to the effective date of such change, except when mutually agreed upon.

17 The Board shall provide each teacher in their 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 policy handbook shall be placed in each staff room.

18 The Board shall instruct each school/site to establish an annual professional development fund from the instructional budget based on a formula as follows:

The September 30 FTE teaching staff multiplied by a minimum of \$175 per teacher to be contributed to the fund in a school year. Allocation of the professional development funds shall be the responsibility of the school/site professional development committee including the principal. The fund is to be used exclusively for professional development activities of the certificated teaching staff. The funds shall be disbursed to certificated teachers as follows:

(a) Support for teachers to take non-credit courses for the purpose of professional improvement, and

(b) Expenses for approved seminars, workshops, conferences and specialist councils.

All monies remaining in the fund at the expiry of the budget year shall remain in the fund.

19. At or near the end of the school year, each teacher shall be released for two days from classroom duties free from students to perform ~~tasks~~ related to classroom duties.

20 When a school is closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school.

21. A teacher not in receipt of a continuous contract shall, where possible, be notified in writing by the superintendent of schools 45 days prior to the end of the current school year as to whether or not the teacher will be offered a continuous contract.

22 The Board shall, through payroll deduction, collect Association fees set by bylaw of the Association from each teacher covered by this collective agreement.

The Board shall remit the fees collected to the Association each month and shall provide the Association by November 30 of each school year with a list of teachers from whom fees have been deducted.

23 The Board shall implement a deferred salary leave plan.

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

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

APPENDIX A

Effective September 1, 1997

Years of experience	Years of teacher education					
	One	Two	Three	Four	Five	Six
0	18,248	21,028	24,751	31,253	33,088	35,186
1	19,454	22,443	26,114	33,141	35,028	37,283
2	20,922	23,807	27,582	35,081	36,969	39,171
3	22,338	25,223	28,998	37,125	39,013	41,111
4	23,598	26,586	30,413	39,066	40,954	43,103
5	25,065	27,949	31,620	41,006	42,841	44,938
6	26,428	29,365	33,088	42,946	44,782	46,931
7	27,792	30,781	34,400	44,834	46,775	48,977
8	29,208	32,144	35,867	46,826	48,767	50,969
9	30,623	33,402	37,283	48,819	50,498	52,804
10	31,934	34,923	38,542	50,654	52,542	54,797
11				52,595	54,639	56,685

Effective September 1, 1998

Years of experience	Years of teacher education					
	One	Two	Three	Four	Five	Six
0	18,476	21,291	25,060	31,643	33,501	35,625
1	19,697	22,723	26,440	33,555	35,465	37,749
2	21,183	24,104	27,926	35,519	37,430	39,660
3	22,617	25,537	29,360	37,588	39,500	41,624
4	23,892	26,918	30,793	39,554	41,465	43,641
5	25,378	28,298	32,015	41,518	43,376	45,499
6	26,758	29,731	33,501	43,482	45,341	47,517
7	28,139	31,165	34,829	45,394	47,359	49,589
8	29,572	32,546	36,315	47,411	49,376	51,606
9	31,006	33,819	37,749	49,429	51,129	53,464
10	32,333	35,359	39,023	51,287	53,198	55,482
11				53,252	55,322	57,393