

SOURCE	Union		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	160		

Collective Bargaining Agreement
CANADIAN ROCKIES REGIONAL DIVISION NO 12
1996/97

This agreement made this 10 day of December, 1997 AD, pursuant to the *School Act, 1988* and the *Labour Relations Code, 1988*.

Between Canadian Rockies Regional Division No 12 (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 of teachers have been the subject of negotiations between the parties; and

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

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:

Article 1 - Scope of Agreement

- 1.1 This agreement applies to all employees of the Board other than superintendent of schools, assistant superintendent(s) or associate superintendent(s) who, as a condition of their employment, must possess a valid teaching certificate issued under the authority of the Department of Education, Province of Alberta, herein collectively called "the teachers" or, where the context requires, "the teacher".

Article 2 - Term

- 2.1 This agreement takes effect on September 1, 1996 and terminates on August 31, 1997. Either party may give to the other within 60 days of the ratification of the 1996/97 memorandum of agreement, a notice in writing of its intention to commence collective bargaining for 1997/98. At the first meeting between the parties there shall be an exchange of the proposals, each containing the particulars of all amendments sought. Negotiations shall be limited to the items contained in the two lists combined, unless agreed to by mutual consent. The first meeting shall occur not later than 30 days after the first party receives notice of the intention to begin collective bargaining.
- 2.2 The Board shall make available in each school sufficient true copies of the collective agreement for each teacher. Upon engagement, each new teacher shall be given a copy.

Article 3 - Salaries

- 3.1 The Board shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All sums mentioned are "per annum" unless specifically stated otherwise.
- 3.2 The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of each teacher employed by the Board. The salary schedule is contained in Appendix A.
- 3.3 The monthly salary for each teacher shall be 1/12 part of the salary in effect.

- 3.3.1** A teacher's salary, normally paid in July and August, shall be paid on June 30 provided the teacher has submitted such a request to the Board no later than the last school day prior to May 31.
- 3.4** A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary entitlement which corresponds to the fraction of time taught.

Article 4 - Additional Allowances

- 4.0** In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule:
- 4.1** Principals shall be paid 12 percent of the principal's position on the grid plus:
0 - 400 students \$10.88 per student
401+ students \$11.33 per student
- 4.2** Vice-principals shall be paid six percent of the vice-principal's position on the grid plus:
0 - 400 students \$5.44 per student
401+ students \$5.67 per student
- 4.2.1** When in the absence of the principal, the vice-principal or other designee acts in the principal's place for a period of five or more consecutive school days, the vice-principal or other designee shall be designated as acting principal and shall receive an allowance computed as per subclause 4.1 effective the fifth day and every consecutive day thereafter of the period during which he or she is so designated.
- 4.2.2** In schools where there is no vice-principal, a teacher shall be designated acting principal and will be paid in accordance with the administration allowance formula specified in article 4.1 effective the fifth consecutive day of the principal's absence and prorated in accordance with the service so rendered. In addition, the teacher so designated shall receive an allowance equal to \$1 per pupil as determined by the pupil count of September 30. The allowance shall be paid once annually and shall be included on the June cheque. This article does not apply to one-room schools.
- 4.3** Teachers designated by the Board as department heads, program directors and supervisory personnel shall, in addition to their placement on the grid, be paid 10 percent of the fourth year minimum.
- 4.4** Payment of administrative allowances shall commence on the effective date of appointment.
- 4.5** The pupil count for all allowances to be as of September 30 in each school year and kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.
- 4.6** A teacher designated by the Board as a specialist of instructional technology and communications shall be paid an allowance equal to six percent of the teacher's salary on the salary schedule.

Article 5 - Experience Increments

- 5.1** A year of teaching experience shall be earned by teachers performing required duties for at least 130 school days in the school term with the Board. Teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within three consecutive year intervals. When a year of teaching experience has been accumulated by part-time teachers, or by a teacher under temporary contract, 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, whichever is applicable.

- 5.1.1** No teacher shall receive increments for experience gained while not holding a valid teaching certificate.
- 5.1.2** No teacher shall earn more than one experience increment in any one school year.
- 5.1.3** The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.
- 5.1.4** Substitute teaching shall be counted as teaching experience for incremental purposes.
- 5.2** The Board shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a board of trustees of a district, division or county board of education as defined in the *School Act*, or by an early childhood services board operated under the guidelines of Alberta Education.
- 5.2.1** Experience gained in jurisdictions outside the Province of Alberta, but within Canada and United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the Board.
- 5.2.1.1** In addition to the teaching experience recognized in 5.2.1, experience gained outside of Canada and the United States will be recognized if a teaching certificate was required in the country where the teaching took place and if the accreditation of the school and the program of studies are satisfactory to the superintendent of schools.
- 5.2.2** For a teacher hired after the date of signing of the 1993/94 collective agreement, previous teaching experience gained by that teacher while employed by a private school accredited by Alberta Education and offering the approved Alberta curriculum, will be recognized for salary purposes, A teacher, whose private school teaching experience has been recognized by the Board prior to the date of signing of the 1993/94 collective agreement shall continue to receive recognition for salary purposes.
- 5.3** The onus of substantiating previous teaching experience rests with the teacher.
- 5.3.1** Proof of previous experience, or proof of having applied for same must be submitted to the Board within 45 calendar days of commencement of employment or the first day of school of each school year or February 1, whichever is applicable.
- 5.3.2** If such evidence is submitted within 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1, whichever is applicable.
- 5.3.3** If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 5.3.4** Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.

Article 6 - University Education

- 6.1** The Alberta Teachers' Association Teacher Qualifications Service shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 23, 1967.

- 6.2** Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall submit to the Board proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 45 calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the 45 calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the statement of qualifications from TQS.
- 6.2.1** If satisfactory proof of having applied to TQS is not submitted within the 45 calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.
- 6.2.2** In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within 30 calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the Board to substantiate a claim under these provisions.
- 6.2.3** If an appeal or re-evaluation is not launched by a teacher within the said 30 days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.
- 6.3** Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.

Article 7 - Substitute Pay

- 7.1** Substitute teachers shall, from the date of this agreement, be paid a per diem rate of \$111.60 per day and \$63.74 per half day including vacation pay.
- 7.2** A substitute teacher who teaches five or more consecutive days in the same teaching position shall be paid effective the sixth day and every consecutive day thereafter a daily rate equivalent to 1/200 of his/her placement on the salary schedule.

Article 8 - Vice-Principals

- 8.1** Teachers designated as vice-principals prior to January 1, 1981, shall not have their positions terminated by the act of the Board abolishing the position. Provisions of this clause shall in no way deny the right of the Board to terminate the designation of a vice-principal in accordance with the *School Act*.

Article 9 - Sick Leave

- 9.1** Sick leave benefits are sponsored by the Board and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.
- 9.2** (a) In the first year of employment with the Board, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.
- (b) During the second and subsequent years under contract, 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.
- (c) A teacher who has more than one year of 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.

- (d) For the purpose of this agreement, an interrupted illness for the same illness shall be counted as one illness.
- 9.3** Before any payment is made under the foregoing provisions, the teacher shall provide:
- (a) A statement, in a form approved by the Board, signed by the teacher substantiating the illness.
 - (b) At the request of the Board, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three days.
 - (c) At the request of the Board or its designate, a certificate from a physician or dentist designated by the Board attesting to the illness or disability claimed provided there is no cost to the teacher.
- 9.4** (a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.
- (b) After 90 continuous calendar days of illness or medical disability, no further salary shall be paid.
- 9.5** Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.
- 9.6** In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, he/she shall be considered absent without leave and subject to disciplinary action.
- 9.7** When a teacher leaves the employ of the Board, all benefits contained under these provisions are cancelled.

Article 10 - Sabbatical Leave

- 10.1** Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.
- 10.2** Sabbatical leave may be granted at the discretion of the Board.
- 10.3** The remuneration of a teacher granted sabbatical leave shall be determined by the difference between category four minimum and four maximum salary rates in effect at the time the leave commences.
- 10.3.1** Sabbatical leave for the duration of a semester or trimester may be granted by the Board. Remuneration shall be calculated on a prorata basis in accordance with article 10.3.
- 10.4** A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry 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 duties.
- 10.5** Should a teacher, by mutual consent, resign or retire from the service of the Board before completing his/her two years service following such leave, repayment of sabbatical leave salary shall be made to the Board on a prorata basis. Teachers on extended disability benefits shall not have this counted as a repayment period.
- 10.6** Experience increments will not be granted to teachers for the period of leave.
- 10.7** A teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions under which he/she may return to the school system at the conclusion of the leave provided the individual contract does not contravene the collective agreement.
- 10.8** For leaves commencing on or after September 1, applications must be made on or before the first of March.

- 10.9** The Board shall consider all applications before the 15 of March each year. All applicants shall be informed of the Board's decision on or before March 31 in each year.

Article 11 - Maternity Leave

- 11.1** Teachers are entitled to maternity leave without pay for a period not exceeding 18 weeks.
- 11.2** When possible, a teacher will **notify** the Board of her leave requirements three months in advance of the first day of leave. The commencement of and return from maternity leave shall be determined by the teacher. Notification of leave requirements shall be in writing. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.
- 11.3** A teacher returning from maternity leave is entitled to a teaching position with the Board. Any teacher returning from maternity leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the Board, be offered a second probationary contract of employment.
- 11.4** The Board shall continue to contribute the Board's share of health plan premiums during the entire maternity leave where the teacher chooses to continue coverage.
- 11.5** A teacher who is absent from teaching duties for a health related reason due to pregnancy that is substantiated by a medical certificate from a physician indicating the expected duration of the medical condition and the expected date of next assessment, shall, in lieu of salary provided in this agreement, accept supplementary unemployment benefits for the actual period of such medical condition pursuant to the medical evidence and a 95 percent supplementary unemployment benefits plan registered by the Board.
- 11.6** Maternity leave (other than the health related portion due to pregnancy defined in article 1 1.5) shall not be considered teaching experience for the purpose of granting salary increments.

Adoption Leave

- 11.7** Teachers are entitled to adoption leave without pay for a period not exceeding eight weeks.
- 11.8** Teachers entitled to adoption leave shall notify the Board, in writing, of leave requirements three months in advance of the leave, if possible and at the first opportunity to do so afterwards if the three month requirement cannot be met.
- 11.9** Only one parent of an adopted child shall be entitled to adoption leave under these provisions.
- 11.10** A teacher returning from adoption leave is entitled to a teaching position with the Board. Any teacher returning from adoption leave who was employed on a probationary contract immediately prior to such leave may, at the discretion of the Board, be offered a second probationary contract of employment.
- 11.11** One day leave with pay shall be provided to a teacher to attend the adoption of his/her child.
- 11.12** The Board shall continue to contribute the Board's share of health plan premiums during the entire adoption leave where the teacher chooses to continue coverage.
- 11.13** Adoption leave shall not be considered teaching experience for the purposes of granting salary increments.

Child Care Leave

- 11.14** Child care leave shall be granted to a teacher without pay, allowances and other benefits of this agreement for a period up to one school year:

- (a) to provide care to the teacher's child less than two years of age; or
 - (b) to care for the teacher's adopted child less than three years of age or the teacher's adopted child who is identified as a special needs child.
- 11.15** The teacher shall, in consultation with the superintendent, determine the commencement date of the leave. This consultation and notice of leave requirements shall occur three months in advance of the leave where possible and in any event, at least one month prior to the commencement of the leave.
- 11.16** Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and superintendent.
- 11.17** Teachers returning from child care leave are entitled to a teaching position with the Board. Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the Board, be offered a second probationary contract of employment.
- 11.18** A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.
- 11.19** Where child care leave is granted in conjunction with maternity or adoption leave, the combined total leave shall not exceed 12 months.
- 11.20** Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.
- 11.21** One day of paternal leave with pay shall be provided to a teacher occasioned by the birth of his child.
- 11.22** Only one parent shall be granted child care leave under these provisions.

Article 12 - Leave of Absence for Other Purposes

- 12.0** Leave of absence shall be granted with pay under the following conditions:
- 12.1** (a) Up to three school days for the critical illness and five school days for the death, of a teacher's spouse, son or daughter, parent, brother, sister or parent of spouse;
- (b) Up to three school days for the critical illness and three schools days for death of grandparent, grandchild, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the teacher's household.
- 12.1.1** Those days referred to in article 12.1 may be extended at the discretion of the Board should additional time be required for travel.
- 12.1.2** Before payment is made under article 12.1, the Board may require a medical certificate stating that critical illness was the reason for the absence.
- 12.2** A teacher is entitled to leave of absence with pay for one day per calendar year to attend the teacher's own convocation or for the writing of an examination related to the teacher's academic studies.
- 12.3** A teacher who, despite reasonable effort, 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) failure of transportation facilities other than his/her own, is entitled to his/her salary for the periods of absence so occasioned.
- 12.3.1** Payment of salary for absences under article 12.3 is subject to approval of the school superintendent or designate.

- 12.4** Leave of absence for salary negotiations shall be granted to any three teachers in the bargaining unit without loss of salary provided however, that the Board shall be reimbursed by The Alberta Teachers' Association for the cost of the substitute teacher per diem rate for each day of such leave.
- 12.5** Additional leave of absence may be granted by the Board with or without pay.
- 12.6** The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been terminated:
- (a) compassionate leave,
 - (b) maternity leave,
 - (c) sabbatical or other special leaves of absence.
- 12.7** Upon request to the principal, with two weeks notice where possible, a teacher shall be granted one day personal leave per school year except where circumstances put such a leave in conflict with the interests of the school. Upon request to the superintendent, with two weeks notice where possible, a principal shall be granted one day personal leave per school year except where circumstances put such leave in conflict with the interests of the school. In either case, this day shall not be used to extend a holiday period or long weekend, except at the discretion of the superintendent.
- 12.7.1** For any teacher under contract for 60 days or less in a school year, the provisions of clause 12.7 do not apply.
- 12.7.2** Any teacher under contract for 61 to 100 days in a school year shall be granted 1/2 day personal leave per school year.
- 12.7.3** Each teacher shall be entitled to accumulate unused personal leave to a maximum of five days which may be used in any one school year.
- 12.8** Leave with pay shall be granted:
- (a) for jury duty or any summons related thereto;
 - (b) to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.
- 12.8.1** The teacher shall reimburse the Board an amount equivalent to any witness or jury fee set by the court.
- 12.9** The Board shall be reimbursed 1/200 of the teacher's salary for each day a teacher is absent to participate in the grievance procedure in any way. The teacher shall inform the secretary-treasurer of the Board regarding the appropriate billing procedure. If payment is not received within 90 days of the date of billing, then the amount due shall be deducted from the teacher's salary.

Article 13 - Conditions of Professional Service

- 13.1** No teacher shall be required to render service for more than 200 days in a school year, exclusive of designated and statutory holidays.
- 13.1.1** A teacher regularly assigned to classroom duties who agrees to render service in excess of 200 days shall be paid at the rate of 1/200 of the rate of the teacher's total salary for each day the teacher is so employed in excess of 200 days.
- 13.1.2** Notwithstanding 13.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, all teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

Article 14 - Transfers

- 14.1** The Board may transfer teachers subject to the following conditions:
- (a) A teacher shall not be transferred to another school within three calendar years of a previous involuntary transfer, unless the teacher agrees to said transfer.
 - (b) Teachers who are involuntarily transferred to another school shall be entitled to meet with the superintendent of schools prior to said transfer and receive, in writing, the reasons for the transfer.
 - (c) When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher will be provided three days of unassigned preparation time to prepare for the new assignment.
 - (d) The Board shall pay to a teacher who has been involuntarily transferred to another school the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of said involuntary transfer.
 - (e) If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 14.1(a) above shall not apply.
- 14.2** The Board shall pay to a teacher who has been transferred to another school, the reasonable moving expenses necessarily incurred by him/her and his/her family as a result of transfer when the transfer is made at the request of the Board.
- 14.3** Any teacher who becomes an employee of the Board, pursuant to the provisions of section 213 of the *School Act, 1988* and who has been designated a principal, vice-principal or assistant principal by his former employer, shall retain such designation until the termination of the current collective agreement.

Article 15 - Group Insurance

- 15.1** Participation in the plans is a condition of employment for all teachers who meet the requirements of the plans.
- 15.2** When enrollment 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.
- 15.3** Effective the first day 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 Benefit Plan D, Life and Accidental Death and Dismemberment Insurance, Schedule 2 - 80 percent of each teacher's monthly premium (effective first of the month following ratification - 85 percent).
 - (b) ASEBP Extended Health Care Plan 1 - 85 percent of each teacher's monthly premium.
 - (c) ASEBP Dental Care Plan 3 - 85 percent of each teacher's monthly premium.
 - (d) Alberta Health Care - 85 percent of each teacher's monthly premium.
 - (e) ASEBP Vision Care Plan 3 - 50 percent of each teacher's monthly premium (effective first of the month following ratification).

- 15.4** 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 enroll in these 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 the teacher's spouse.
- 15.5** Payments towards benefit plans by the Board shall permit it 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.
- 15.6** From the date teachers become eligible for disability benefits under the Alberta School Employee Benefit Plan, no further sick leave benefits shall be paid by the Board for the period of that disability.
- 15.7** Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.
- 15.8** The Board shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the monthly premiums and shall remit payment for premiums to the appropriate companies.
- 15.9** Subject to the master plan as amended from time to time **any** teacher previously exempted under the 1993/95 collective agreement shall retain that exemption if desired.

Article 16 - General

- 16.1** Newly appointed teachers may be required to present a medical certificate of good health and evidence of teaching experience.
- 16.2** This agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 16.3** The Board retains all those residual rights of management not specifically limited by the terms of this agreement.
- 16.4** A teacher on a probationary contract shall be notified in writing by the superintendent or designate on or before June 5 as to whether or not the teacher will be offered a continuing contract.

Article 17 - Grievance Procedure

- 17.1** A "grievance" is defined as any difference between any employee covered by this agreement and the Board, or in a proper case, between the Local of the ATA 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:
- 17.1.1** The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.
- 17.2** Step A - The grievance shall be in writing and must include a statement of the following:
- (a) the name(s) of the aggrieved;
 - (b) the nature of the grievance and the circumstances which gave rise to the grievance;
 - (c) the remedy or correction the Board is requested to make;

(d) the section(s) where the agreement is claimed to be violated.

Such written grievance shall be submitted to the secretary-treasurer of the Board and to the chair of the economic policy committee of the ATA Local within 20 teaching days following the date of the occurrence giving rise to the grievance or when the grievant first became aware of the occurrence giving rise to the grievance.

The superintendent or designate and the grievant(s), with or without an ATA representative, shall meet within 15 teaching days in an attempt to resolve the dispute. The superintendent or designate shall have 15 teaching days in which to render its decision in writing.

- 17.3** Step B - In the event the grievance is not settled after the date of submission of the grievance in accordance with Step A, then on or before a further 10 teaching days have elapsed from the time the written decision is received, the grievance shall be referred in writing by the grievant to the chair of the economic policy committee of the Local and secretary-treasurer of the Board. The secretary-treasurer of the Board shall convene a meeting of the grievance committee. The grievance committee shall be composed of two representatives of the Board and two representatives of The Alberta Teachers' Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 21 teaching days following the receipt of the submission. If the grievance committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.
- 17.4** Step C - In the event the grievance committee does not meet within 21 teaching days following receipt of the submission or in the event the grievance committee does not reach a unanimous 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 teaching days after the aforesaid 21 teaching day time limit expires or if the grievance committee fails to render a unanimous decision.
- 17.5** 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.
- 17.6** 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 director of mediation services to select a chairman.
- 17.7** The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 17.8** The arbitration board shall not change, modify, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by, or arising from, the terms of this agreement.
- 17.9** 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 both parties.
- 17.10** 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.

17.11 Where any references in articles 17 to 17.9, inclusive, are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Board declared holidays.

17.12 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

Article 18 - Special Needs Students

18.1 When a student with special needs is placed in a regular class setting, the teacher will:

1. be invited to participate in education related case conferences with personnel associated with the placement of the student;
2. have access to information that in the opinion of the Board or its designee is pertinent to the placement; and
3. be provided inservice training to meet the needs of the student provided the Board or its designee deem the training necessary.

APPENDIX A

Salary Schedule Effective September 1, 1996

Step	One	Two	Three	Four	Five	Six
0	20,407	22,988	25,558	30,908	32,746	34,809
1	21,648	24,197	26,941	32,827	34,670	36,734
2	22,892	25,408	28,322	34,745	36,593	38,659
3	24,135	26,616	29,703	36,665	38,516	40,584
4	25,378	27,826	31,087	38,584	40,440	42,509
5	26,620	29,034	32,466	40,503	42,363	44,434
6	27,863	30,242	33,847	42,422	44,287	46,358
7	29,107	31,450	35,227	44,340	46,210	48,283
8	30,376	32,655	36,608	46,259	48,134	50,208
9	30,376	33,864	37,987	48,179	50,058	52,133
10	30,376	35,041	39,332	50,098	51,981	54,057
11	30,376	35,041	39,332	52,017	53,905	55,982