

SOURCE	ATA		
EFE.	96	09	01
TERM.	97	08	31
NO. OF EMPLOYEES	280		
HOWARE			
D'EMPLOYÉS	JH		



**Collective Bargaining Agreement**  
**GRANDE PRAIRIE SCHOOL DISTRICT NO 2357**  
**1996/97**

This agreement is made this 25 day of February, 1997 pursuant to the *School Act Chapter S-3.1 1988*, and the *Labour Relations Code*, as amended.

Between the Board of Trustees of the Grande Prairie School District No 2357, herein called the "Board" of the first part, and The Alberta Teachers' Association, herein called the "Association", acting on behalf of the teachers employed by the Board, of the second part.

Whereas the Association is the duly certified bargaining agent for the teachers employed by the Board, and

Whereas such teachers' terms and conditions of employment and their salaries have been the subject of negotiation between the parties, and

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**1. Scope**

- 1.1 All employees, who as a condition of their employment are required to hold a teaching certificate, shall be members of The Alberta Teachers' Association.
- 1.2 This agreement shall be applicable to all persons who require a teacher's certificate as a condition of their employment with the Board specifically exempting the superintendent, deputy and assistant superintendent(s) and such directors as may be appointed by the Board from time to time.
- 1.3 A director is a person who is allocated district wide duties by the superintendent or deputy superintendent, spends the majority of his working hours in central office and becomes privy to confidential information of the Board.

**2. Term and Effective Date**

- 2.1 This agreement will become effective September 1, 1996 and shall remain in full force and effect until varied by collective bargaining. The two parties may, at any time, by mutual agreement negotiate revisions of this agreement. Any such revisions mutually agreed shall become effective from such dates as shall be mutually agreed upon by the parties.
- 2.2 Notice in writing of intent to commence bargaining must be given by either party any time during a period of 60 to 150 days before the date of expiry of the collective agreement. Should such notice not be given, this agreement shall be deemed in full force and effect for a minimum period of one full year commencing with the first day of September immediately following.

- 3.3** It is agreed between the parties that the provisions contained in the collective agreement shall permit the Board to retain and not pass on to teachers any reduction of premium otherwise required under the Canada Employment and Immigration Commission effective January 1, 1978.

### **3. Salary Scale**

- 3.1** All sums mentioned herein are “per annum” unless specifically stated otherwise.
- 3.2** Teachers shall be paid on the third last teaching day of the month, either by depositing their net salary in their bank accounts, or delivery of their cheque to their place of work. July and August salaries will be paid on the regular June pay day upon request.
- 3.3** The years of teacher education and the years of teaching experience, computed as hereinafter provided, shall together determine the basic salary rate for each teacher employed by the Board. The minimum salary, maximum salary and increments for each year of teaching experience are tabulated below.

Years of experience	Two	Three	Four	Five	Six	Seven
0	24,108	26,531	31,341	32,987	34,915	36,853
1	25,207	27,777	33,419	35,098	37,032	38,975
2	26,306	29,023	35,497	37,209	39,149	41,097
3	27,405	30,269	37,575	39,320	41,266	43,219
4	28,504	31,515	39,653	41,431	43,383	45,341
5	29,603	32,761	41,731	43,542	45,500	47,463
6	30,702	34,007	43,809	45,653	47,617	49,585
7	31,801	35,253	45,887	47,764	49,734	51,707
8	32,900	36,499	47,965	49,875	51,851	53,829
9	33,999	37,745	50,043	51,986	53,968	55,951
10	34,098	38,991	52,121	54,097	56,085	58,073
	(1,099)	(1,246)	(2,078)	(2,111)	(2,117)	(2,122)

### **4. Additional Allowances**

In addition to the basic salary rate as set forth in 3.3 above, there shall be paid an administration allowance in accordance with the following schedule:

- 4.1** Principal's allowance shall be paid as follows:

Composite High	\$20,442
Crystal Park	18,196
Alexander Forbes	15,726
Montrose	15,726
Hillside Community	13,254
Parkside	13,254
Swanavon	12,581
Avondale	12,581
Aspen Grove	12,581
Bear Creek	2,674
Bridge Network	2,674

**4.1.1** A vice-principal shall be paid 50 percent of the principal's allowance.

**4.1.2** When a principal or vice-principal is transferred from one school to another at the request of the Board, the Board will red-circle the administrative allowance received. This will result in the maintenance of the annual allowance being received at the time of the transfer until such time as the provisions of the collective agreement entitle the principal or vice-principal to an annual allowance which is greater than that being received as a result of the red circling. This does not apply if a principal or vice-principal requests a transfer.

**4.2** As appointed by the superintendent, a coordinator shall receive \$2,337 per appointment.

## **5. Substitute Teachers**

**5.1** A substitute teacher shall be paid as follows:

(a) Teacher Salary Qualification Statement indicating one, two or three years training - \$10 1 per day of teaching inclusive of holiday pay.

(b) Teacher Salary Qualification Statement indicating four, five, six or seven years training - \$132.3 1 per day of teaching inclusive of holiday pay.

**5.2** Notwithstanding clause 5.1 (a) and 5.1 (b), a substitute teacher who substitutes for the same teacher or in the same assignment for a period of more than five consecutive days shall be paid according to their grid placement as per clause 3.3 commencing with the sixth day of the assignment.

**5.3** Effective September 1, 1991, substitute teachers shall be eligible for a salary experience increment upon the accumulation of each 180 full days of substitute teaching with the Board. Only those days accumulated after September 1, 199 1 will be applicable for the administration of this clause. Substitute teaching for other Boards shall not be applicable for the administration of this clause.

## **6. Vocational Teachers**

**6.1** Initial placement will be based on trade training and trade experience.

For initial placement purposes a vocational teacher will be placed at column III and 0 experience on table I. Zero level counts as the first year of vocational training, thereafter the teacher will be granted an increment under column III for each year of additional training.

In addition a full increment under column III will be granted for each year of experience in trade up to the maximum figure of step 8, column III on table I.

The Board will pay for the use of one certificate, the highest rated certificate the teacher possesses in the trade area related to the subject to be taught.

The following maximum allowable years of training to obtain the trade certificate which will be recognized for placement on table I will be as follows:

TABLE II

Auto	4	Welding 1 st	3	Beautician	2
Welding	2	Carpentry	4	Drafting	3
Cook	3	Commercial Art	4		

Vocational teachers on staff September 30,1968, will continue to be placed on the grid according to the schedule in effect August 31,1968.

The vocational teacher will advance beyond his or her initial placement column on table I according to his or her TQS evaluation.

## **7. Years of Experience**

**7.1** Annual increments up to the maximum salary as outlined in clause 3.3 shall be paid for each completed year of service with the Board and for each completed year of service with other Boards and for other approved educational authorities. No teacher shall earn more than one experience increment in any one school year. A teacher commencing employment with the Board shall supply to the Board written confirmation from the previous Board(s) certifying the experience with the Board(s) within 15 calendar days of the commencement of employment. Until verification of experience is supplied, the teacher shall be placed at minimum experience shown on the grid.

**7.2** Adjustment dates for increments shall be September 1 or February 1 of each school year provided no teacher receives more than one increment in any one school year.

**7.3** A year of teaching experience shall be considered to be 120 days of service with this Board in the application of clause 7.

**7.4** Any teacher who has completed one year's satisfactory service under a one-year term contract shall be placed on permanent staff the following year if his or her service is required by the Board. Notification of appointment or non-appointment must be given to the teacher 60 days before the end of the temporary contract.

## **8. Years of Teacher Education**

### **8.1 Teacher Qualifications Service**

(a) The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the policies and principles approved by the Teacher Salary Qualifications Board.

(b) The teacher commencing employment with the Board shall supply a statement of qualifications from the Teacher Qualifications Service at the time of entering into a contract of employment with the Board.

(c) Until the teacher submits the TQS evaluation, the teacher shall be placed, upon receipt by the Board of his/her teaching experience verification, at one year below grid position claimed.

(d) When a teacher commencing employment with the Board submits a TQS evaluation after employment has commenced, the TQS evaluation for salary purposes shall be retroactive to the date of employment, subject to the provisions of clause 8.2.

(e) Adjustment to evaluation due to further training will be made twice each year, October and February, for all teachers submitting an amended TQS evaluation showing that their qualifications have increased by September 1 or January 1 of each school year. If a teacher can supply evidence that conditions beyond his or her control have precluded receipt of a revised evaluation, this period shall be extended to 45 days beyond the October and February adjustment period.

- 9.2 Claims for salary adjustments shall not be considered retroactive for years prior to the school year in which the claim is initiated.

## 9. Part-Time Teachers

- 9.1 A part-time teacher shall be paid a salary equal to the percentage of his/her teaching time compared to that of a full-time teacher. For the application of the clause a full-time teaching assignment will be 1,350 minutes.

- 9.2 Part-time teachers who provide teacher service under contract with the Board, which contract covers a period of time which includes all of the teaching days of the school year; for a minimum equivalent of 120 teaching days, shall be eligible for one teaching experience increment.

(a) Such teaching experience must be earned within three consecutive years of full- or part-time service with this Board. When the 120-day requirement has been met, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year.

(b) Credit for such increment payment is subject to clause 7.1 of this agreement.

- 9.3 Any teacher employed on a full-time (1.00 FTE) continuous contract as of September 1, 1994 who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 84(2) of the *School Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.

- 9.4 At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1, the teacher and the Board agree to renew the part-time contract arrangement, for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.

- 9.5 The teacher shall be returned to a mutually agreed on position or returned to the position held prior to the part-time teaching assignment. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. Should the teacher continue in the part-time position beyond one year, when returning to a full-time position shall be placed in a position commensurate with the teacher's experience and training.

## 10. Job Sharing Teachers

- 10.1 In the event that a teacher currently employed by the Board on a full-time basis enters into an arrangement whereby the teacher shares the instructional and other assignments for a class or other grouping of students with another teacher or teachers and whereby the teacher's assignment status during said period is less than full-time, the Board shall pay full AHC and ASEBP premiums. All other benefits will be prorated based on a full-time equivalency. At the conclusion of the said period the teacher shall be offered a full-time position.

- 10.2 The teacher, when returning to the full-time assignment shall be returned to a mutually agreed on position or returned to the position held prior to the job sharing teaching assignment. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. Should the job share continue beyond one year, the teacher when returning to a full-time assignment shall be placed in a position commensurate with the teacher's experience and training.

## 11. Health Care Benefits

- 11.1 Alberta School Employee Benefit Plan - Membership in group insurance plans operated by the Alberta School Employee Benefit Plan Board shall be a condition of employment of all eligible employees. The Board's payment to the Alberta School Employee Benefit Schedule II Life and Plan "D" ASEBP extended disability benefit covering teachers employed by the Board shall be up to the maximum monthly premium payable.

- .1.2 Alberta Health Care Premium - Effective September 1, 1996 to August 31, 1997 the Board's contribution to Alberta Health Care shall be a rate of 100 percent for each enrolled employee's premium.
- 11.3 Alberta School Employee Benefit Plan Extended Health Care Plan I - The Board shall contribute to the monthly premium payable per teacher to a maximum effective September 1, 1996 to August 31, 1997
  - Single - 100 percent
  - Family - 100 percent
- 11.4 Alberta School Employee Benefit Plan - Vision Care Plan 1 - The Board shall contribute to the monthly premium payable per teacher to a maximum effective September 1, 1996 to February 28, 1997. Effective March 1, 1997, the Board shall implement Alberta School Employee Benefit Plan - Vision Care Plan 3.
  - Single - 100 percent
  - Family - 100 percent
- 11.5 Alberta School Employee Benefit Plan - Dental Care Plan 3 - The Board shall contribute the monthly premium payable per teacher to a maximum effective September 1, 1996 to August 31, 1997
  - Single - 100 percent
  - Family - 100 percent
- 12. **Sick Leave**
  - 12.1 Annual sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment due to accident, sickness or disability for 90 calendar days.
  - 12.2 A teacher who has been absent due to medical disability shall upon return to duty, be entitled to an additional sick leave benefit in the current year of 90 calendar days.
  - 12.3 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall be required to present a signed statement giving the reason for such absence and if the absence is for a period of more than five consecutive days, may be required to present a medical certificate. For absences of a period in excess of 30 calendar days the employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the sick leave.
- 13. **Compassionate Leave**
  - 13.1 Leave necessitated by the critical illness or death of a spouse, child, parents, grandparents, brother, sister; parents, grandparents, brother or sister of spouse; or other relatives who are a member of the employee's household, or other persons at the discretion of the superintendent shall be granted with pay by the Board as follows:
    - (a) Up to and including five days for critical illness.
    - (b) Up to and including five days for death.
  - 13.2 At the superintendent's discretion, a maximum of two extra days for travel may be allowed. A substitute shall be paid by the Board.
- 14. **Family Illness**
  - 14.1 Up to two days leave with pay shall be granted annually to a teacher to care for immediate family members who are ill or require out of town medical or dental treatment.
- 15. **Maternity Leave**

**15.1** Maternity leave of absence shall be granted by the Board on application by the teacher. The terms of the leave will be in accordance with the provincial/federal regulations which apply. The Board contribution toward the teachers' benefit package will continue during approved leave of absence in tandem with the federal/provincial regulation period.

**15.2** Following the leave, a teacher shall be returned to a mutually agreed upon position or to the position held at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.

## **16. Adoption Leave**

**16.1** Upon request, the Board shall grant adoption leave for a period of up to one year. Adoption leave which does not exceed 30 consecutive days shall be leave without payment of salary. Adoption leave which exceeds 30 consecutive days shall be leave without payment of salary and without contributions by the Board to benefits. The return from leave will coincide with the beginning of the school year or the first school day following a term break, whichever follows the end of the leave.

**16.2** A teacher shall advise the Board, in writing, of his/her acceptance by the appropriate agency as an adoptive parent within 30 days of such notification of acceptance. Such notification shall include any documentation from said agency confirming the applicant's acceptance.

**16.3** Commencement of leave shall occur the day the child comes into full care of the teacher. Leave may commence earlier if agreed to by the Board.

**16.4** Following the leave, a teacher shall return to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.

**16.5** A teacher shall be granted up to a maximum of three days paid leave for the purpose of completing the necessary documentation and requirements involved in the adoption and receipt of a child.

## **17. Paternity Leave**

**17.1** In the event of the wife of an employee giving birth to a child, two days with pay shall be granted to the husband and this leave shall be taken within 14 calendar days of the birth.

## **18. Attendance At Court**

**18.1** Leave of absence with pay shall be granted to a teacher

(a) for jury duty or any summons related thereto.

(b) to answer a subpoena or summons to attend any court proceeding as a witness in a cause other than a teacher's own.

## **19. Personal Leave**

**19.1** Leave with pay for up to three days per school year, for personal reasons, shall be granted upon written notification to the superintendent or designate and the following deductions from salary will apply:

1st day - no deduction to salary

2nd day - salary paid to the substitute teacher hired as their replacement

3rd day - cost of a substitute teacher as defined in clause 5.1(b)

Requests for leaves under this clause shall not be used to extend the summer, Christmas or Easter breaks.

**19.2** On written application, the Board through the superintendent may grant personal leave. Personal leave which does not exceed 30 consecutive days shall be leave without payment of salary. Personal leave which exceeds 30 consecutive days shall be leave without payment of salary and without contributions by the Board to benefits.

**.9.3** After a minimum of five years' service with the school Board a teacher may take a one school year's leave of absence without pay and without Board contributions to benefits. Notice shall be given by April 30 and the response shall be given by the Board before May 31 of the year in which the leave commences. Following the expiration of the leave, the teacher shall be returned to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. No more than five teachers shall receive such leave in one school year. A period of leave of absence which has been used to attend university shall be considered as equal to a period of classroom service for the purpose of determining service and salary status.

**19.4** Where there is an agreement between the teacher and the Board to extend the leave of absence, that teacher shall, at the termination of the leave, be returned to a mutually agreed upon position or the teacher shall be placed in a position commensurate with the teacher's training and experience.

## **20. Professional Development**

**20.1** The Board shall establish annually in the budget the sum of \$18,000 for the purpose of a tuition fee reimbursement fund. Any unused portion shall accrue to be used in the following year. Each year, no payments shall be made until all claims are submitted. Should total reimbursement of claims exceed available funds, payments shall be made on a prorata basis.

**20.2** These funds shall be used for the following:

Tuition fees for all university credit courses and for other courses approved in writing by the committee referred to in clause 20.3, taken by teachers who are currently employed by the Board and who were in full- or part-time employment with the Board during the entire preceding 12 months. Tuition fees for courses taken in Alberta shall be reimbursed in full. Courses taken outside of Alberta shall be reimbursed at the equivalent tuition which would be charged at the University of Alberta. The deadline for the submission of reimbursement requests shall be within 12 months of having taken such courses and in any event not later than October 6 for courses completed in the previous 12 months.

**20.3** The superintendent or designate shall submit all applications for tuition fee reimbursement to a committee composed of four teacher representatives selected by the EPC chairman with the Board chairman as chairperson of said committee. The committee shall make the decision on the disbursement of the funds.

## **21. Early Leave**

**21.1** Early leave shall be granted by the Board upon application for study at university or other institutions providing courses acceptable to a committee composed of two teacher representatives selected by the EPC chairman and two Board representatives.

**21.2** A written application under this clause shall be made through the superintendent to a committee composed of two teacher representatives selected by the EPC chairman and two Board representatives, which shall determine if the leave is granted.

**21.3** Not more than four leaves shall be granted in the same school year. All applications will be reviewed by the committee outlined in clause 21.1. Applications for leave shall be submitted by October 1 or March 1. The committee shall submit to the Board a list of recommended applicants, designating candidates by merit, after considering the seniority and qualifications of each applicant and the interest of the school system. All applicants shall be notified of the Board decision within one month.

**21.4** A teacher shall have deducted 1/200 of regular annual salary per day of leave and shall be paid 1/200 of 75 percent of his/her grid placement at time of leave per day of early leave.

## **22. Noon-Hour Supervision**

**22.1** A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.



**23. Extracurricular Activities**

**23.1** The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.

**24. Teacher Trustee Liaison Committee**

**24.1** The parties to the agreement recognize that the policy statement referring to the teacher trustee liaison committee continues in effect upon the signing of this agreement and remains in effect during the term of this agreement.

**25. Personnel Files**

**25.1** Upon two days notice a teacher shall have access to his/her personnel file.

**26. Canada Savings Bond**

**26.1** The Board shall provide a Canada Savings Bond Purchase Plan whereby teachers may purchase these bonds through a monthly deduction from their pay cheques.

**27. Parking**

**27.1** Parking/Plug-ins--Parking, including plug-ins, shall be at no cost to the teacher.

**28. Grievance Procedure**

**28.1** There shall be established a grievance committee composed of two representatives of the Board and two members to be appointed by the Grande Prairie City ATA Local, from the Grande Prairie Public School District No 2357 teaching staff.

(a) It shall be the duty of this committee to meet and endeavor to resolve all grievances concerning the alleged violation in the interpretation, application, omission, or operation of any part of this agreement.

(b) A quorum of this committee shall consist of all members.

**28.2** Any teacher who considers that he or she has a grievance arising out of this agreement shall promptly lodge in writing the statement of the nature of this grievance to the chairman of the economic policy committee, who shall supply a copy of the statement to the secretary-treasurer of the Board.

**28.3** If the grievance has not been settled within 15 school days after the date of submission of the grievance, the chairman of the economic policy committee shall, within five days thereafter, give written notice to the secretary-treasurer of the Board and to the members of the committee requesting consideration of the grievance.

**28.4** If the committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

**28.5** If the committee does not reach a unanimous decision and the grievance is not withdrawn each party shall appoint one member as its representative on a grievance board and the two members so appointed shall endeavor to select an independent chairperson. If they fail to do this they should apply to the Director of Mediation Services to select a chairperson.

**28.6** This board shall determine its own procedure and its decision will be final.

**28.7** This board shall not change, modify or alter any of the terms of this agreement.

**29. Cancellation of All Previous Agreements**

**29.1** All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.

**30. Salary Reduction**

**30.1** Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of this collective agreement. This article is inoperative for the life of this collective agreement.

### **31. Agreement Signatures**

**31.1** This agreement shall inure to the benefit of, and shall be binding upon, the parties and their successors.

## **ADDENDUM**

It is hereby agreed that any administrator whose administration allowance had been grandfathered in the past will not experience a reduction in the allowance that they receive. Any such administrators shall have their allowances red circled at the rate of allowance they are presently receiving. They will continue to receive the red circled allowance until such time as the provisions of the collective agreement entitle them to an allowance that is greater than that being received as a result of red circling.

## **LETTER OF INTENT**

### **Benefit Insurance Coverage**

In the event that the NSC is convinced that coverage through an alternate carrier can be had for significant savings and the breadth and depth of services provided by such carriers are identical to or better than those provided by ASEBP, then the NSC will, in an expeditious manner, recommend to the general membership that the collective agreement be opened for the purpose of amending it to allow for the ASEBP coverage to be immediately replaced with that of the alternate carrier.

For the purpose of this agreement breadth and depth of services include accessibility, reputation of carrier, plan delivery and service.

The parties agree that this letter of intent shall have effect from September 1, 1996 to August 31, 1997 inclusive.

## **LETTER OF INTENT**

### **School Year**

The Board will establish a school year based on the following:

The school year shall consist of a maximum of 188 instructional days and 10 non-instructional days. The non-instructional days shall be allocated for purposes of teacher convention, teacher professional development, parent-teacher conferences and staff organization days.

[Return to Collective Bargaining Agreement Index Page](#)

[Return to ATA Home Page](#)