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Collective Agreements

Canadian Rockies Regional Division No.

12

September/2001 - August/2003

CANADIAN ROCKIES REGIONAL DIVISION NO 12

This agreement made this day of , 2002 AD, pursuant to the *School Act, 2000* and the *Labour Relations Code, 2000*.

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, 2001 and terminates on August 31, 2003. Either party may give to the other not less than 60 days nor more than 180 days prior to the termination of this agreement, a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties 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 15 percent of the principal's position on the grid plus:

	<u>Sept 1/01 - Aug 30/02</u>	<u>Aug 31/02 - Feb 28/03</u>	<u>Mar 1/03 - Aug 31/03</u>
0-400 students	\$13.18 per student	\$13.67 per student	\$14.15 per student
401+ students	\$13.72 per student	\$14.23 per student	\$14.73 per student

4.2 Vice-principals shall be paid 7.5 percent of the vice-principal's position on the grid plus:

	<u>Sept 1/01 - Aug 30/02</u>	<u>Aug 31/02 - Feb 28/03</u>	<u>Mar 1/03 - Aug 31/03</u>
0-400 students	\$6.58 per student	\$6.83 per student	\$7.07 per student
401+ students	\$6.86 per student	\$7.12 per student	\$7.37 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.

4.2.3 In the event that the Board initiates the transfer of a principal or vice-principal and such transfer results in an administrative allowance that is less than the allowance the principal or vice-principal currently receives, the Board will maintain the higher allowance payment for three school years. For transfers that become effective following commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three school years. This shall not apply if the principal or vice-principal requests the transfer.

4.2.4 Notwithstanding clause 4.2.3, in the event that the Board initiates the transfer of a principal or vice-principal during the 1997/98 school year from one school to another, the Board will grandfather 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 allowance which is

equal to or greater than that being received as a result of the grandfathering. This provision shall no longer apply if the principal or vice-principal requests a transfer.

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 7.5 percent of the teacher's salary on the salary schedule.

4.7 Vocational and Career and Technology Study Teachers

The initial placement of vocational and career and technology study teachers shall be in accordance with the grid placement, plus the following special payments:

4.7.1 Teachers trained under the T&VTA will receive additional placement of one increment for each year of industrial experience (as decided by the Board) in his or her vocational area.

4.7.2 Teachers trained outside or prior to the T&VTA and employed to teach at least 50 percent of their time in vocational trades (as a journeyman or equivalent) or business education will receive half increments for each year of industrial experience, where such experience is pertinent to their teaching field, as decided by the Board up to a maximum of five increments.

4.7.3 All increments combined shall be subject to the maximum for their categories of teacher training.

4.7.4 Teachers presently on staff may apply for re-evaluation under subsections 4.7.1, 4.7.2 and 4.7.3 above.

4.7.5 A vocational teacher who transfers to the academic teaching field shall not retain his additional placement on the salary schedule as permitted under subsections 4.7.1, 4.7.2, 4.7.3 and 4.7.4 above, unless the transfer is made at the request of the Board or its agent.

4.7.6 The Board reserves the right to adjust the grid placement of a teacher who holds a valid journeyman's certificate and who teaches technical or vocational subjects at the senior high school level for which possession of such journeyman's qualifications is a requirement.

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 (a) For the 2001-2002 school year, substitute teachers shall be paid an additional lump sum of money equal to 6.25 percent of their gross earnings as substitute teachers in the 2001-2002 school year.

(b) Substitute teachers shall be paid a per diem rate the amount of which shall include vacation pay, as follows:

<u>Sept 1, 2002</u>	<u>March 1, 2003</u>
\$140.15 per day	\$145.05 per day
\$80.50 per half day	\$82.85 per half day

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 11.5) 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 school 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 at the cost of a substitute teacher per diem rate 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.

13.1.3 Effective September 1, 2000 teachers shall be free of assigned duties for a minimum of 30 minutes during the regularly scheduled lunch intermission.

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 242 of the *School Act, 2000* 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 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--87 percent of each teacher's monthly premium.
- (b) ASEBP Extended Health Care Plan 1--87 percent of each teacher's monthly premium.
- (c) ASEBP Dental Care Plan 3--87 percent of each teacher's monthly premium.
- (d) Alberta Health Care--87 percent of each teacher's monthly premium.
- (e) ASEBP Vision Care Plan 3--87 percent of each teacher's monthly premium.

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 enrol 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 finding 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, 2001

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0	24,700	27,825	30,936	37,411	39,636	42,132
1	26,202	29,288	32,609	39,733	41,963	44,462
2	27,709	30,754	34,282	42,055	44,292	46,794
3	29,212	32,216	35,953	44,380	46,619	49,124
4	30,718	33,680	37,627	46,702	48,948	51,452
5	32,221	35,142	39,297	49,025	51,276	53,783
6	33,726	36,604	40,967	51,349	53,605	56,112
7	35,230	38,068	42,638	53,669	55,932	58,441
8	36,766	39,526	44,309	55,992	58,261	60,772
9	36,766	40,989	45,979	58,315	60,590	63,102
10	36,766	42,414	47,606	60,638	62,918	65,431
11	36,766	42,414	47,606	62,962	65,247	67,759

Salary Schedule Effective August 31, 2002

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six

Step	One	Two	Three	Four	Five	Six
0	25,626	28,868	32,096	38,814	41,122	43,712
1	27,185	30,386	33,832	41,223	43,537	46,130
2	28,748	31,907	35,567	43,632	45,953	48,548
3	30,308	33,424	37,301	46,044	48,368	50,966
4	31,870	34,943	39,038	48,454	50,784	53,381
5	33,430	36,460	40,770	50,863	53,199	55,800
6	34,991	37,977	42,503	53,274	55,615	58,216
7	36,552	39,496	44,237	55,682	58,030	60,632
8	38,144	41,008	45,971	58,091	60,446	63,051
9	38,144	42,526	47,703	60,502	62,862	65,468
10	38,144	44,004	49,392	62,912	65,277	67,885
11	38,144	44,004	49,392	65,323	67,694	70,300

Salary Schedule Effective September 1, 2002

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
0-1	27,185	30,386	33,832	41,223	43,537	46,130
2	28,748	31,907	35,567	43,632	45,953	48,548
3	30,308	33,424	37,301	46,044	48,368	50,966
4	31,870	34,943	39,038	48,454	50,784	53,381
5	33,430	36,460	40,770	50,863	53,199	55,800
6	34,991	37,977	42,503	53,274	55,615	58,216
7	36,552	39,496	44,237	55,682	58,030	60,632
8	38,144	41,008	45,971	58,091	60,446	63,051
9	38,144	42,526	47,703	60,502	62,862	65,468
10	38,144	44,004	49,392	62,912	65,277	67,885
11	38,144	44,004	49,392	65,323	67,694	70,300

Salary Schedule Effective March 1, 2003

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six

Step	One	Two	Three	Four	Five	Six
0-1	28,136	31,450	35,016	42,666	45,061	47,744
2	29,754	33,024	36,812	45,159	47,562	50,248
3	31,369	34,594	38,607	47,655	50,060	52,750
4	32,985	36,166	40,405	50,149	52,561	55,249
5	34,600	37,736	42,197	52,643	55,061	57,753
6	36,215	39,306	43,991	55,139	57,562	60,253
7	37,831	40,878	45,785	57,630	60,061	62,754
8	39,479	42,444	47,580	60,125	62,562	65,258
9	39,479	44,015	49,372	62,620	65,062	67,760
10	39,479	45,545	51,120	65,114	67,562	70,260
11	39,479	45,545	51,120	67,609	70,063	72,760

Award issued by Arbitration Tribunal 2002 08 27.