

SOURCE	A.T.A.		
EFF.	92	07	01
TERM.	94	08	31
No. OF EMPLOYEES	351		
NOMBRE D'EMPLOYÉS	351		

THIS AGREEMENT is made in **quintuplicate** this **8th** day of December to the School Act and Labour Relations Code.

AD 1993 pursuant

BETWEEN THE ST ALBERT PROTESTANT BOARD OF EDUCATION
(hereinafter called "the Board")

OF THE FIRST PART

AND THE ALBERTA TEACHERS' ASSOCIATION
(hereinafter called "the Association" acting on behalf of the teachers employed by the Board)

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 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. Applicability

During the currency thereof, 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 from the provisions of this Agreement the Superintendent, Associate Superintendents and the Assistant to the Superintendent.

2. Duration



This agreement shall have effect from September **1, 1992** to August **31, 1994**.

Notwithstanding the termination date of this Agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through the advent of a new Collective Agreement, or until notice of a strike or lock-out is received, whichever occurs first.

3. Collective Bargaining

A notice in writing to commence collective bargaining may be given by either party to the other, no less than sixty **(60)** days nor more than one-hundred-and-fifty **(150)** days prior to the termination date of this agreement. Unless notice is given within the specified period, the agreement continues in effect for another year.

Following the giving of the initial notice, the representatives of the parties shall commence collective bargaining not less than ten **(10)** days nor more than twenty **(20)** days thereafter exclusive of Saturdays, Sundays, or other holidays, or such other times as is mutually agreed upon. At the **first** meeting between the parties following the initial notice, both parties shall provide a list of any amendments sought.

4. New Positions

In the event that the Board creates a new position falling within the jurisdiction of this Agreement, salaries and allowances for that position shall be arrived at by consultation with representatives of the Economic Policy Committee of the Alberta Teachers' Association Local **73**.

5. Salary Schedule

5.1 All salaries and allowances mentioned herein are "per annum" unless specifically stated otherwise.

5.2 The number of years of teacher education and the years of teaching experience, computed according to the Agreement, shall together determine the annual salary rate for each teacher employed by the Board.

5.3 The salary grid during the period September 1, 1992 to August 31, 1994 shall be as follows:

Years of Teaching Experience	YEARS OF EDUCATION		
	FOUR	FIVE	SIX
0	31,064	33,021	35,288
1	33,002	34,963	37,225
2	34,940	36,898	39,164
3	36,873	38,837	41,099
4	38,815	40,772	43,037
5	40,749	42,711	44,974
6	42,684	44,648	46,910
7	44,625	46,583	48,847
8	46,560	48,520	50,786
9	48,496	50,459	52,726
10	50,470	52,395	54,660
11	52,452	54,415	56,679

6. Application of Salary Schedule

The Board shall cause to be paid to each teacher on contract for a full school year his salary in equal amounts of **1/12th** of his annual salary on the day prior to the last teaching day of each month from September to June inclusive, and shall provide post-dated cheques on the day prior to the last teaching day of June for:

- 6.1** The month of July payable on the second last business day of that month.
- 6.2** The month of August payable on the last business day of that month or the last business day before the first operational day of the next school year, whichever occurs first.

7. University Education

7.1 The evaluation of a teacher's education for salary purposes shall be determined by a Statement of Qualifications issued by the Alberta Teachers*

Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees* Association, dated March **23, 1967**.

- 7.2** The adjustment dates for changes in the annual rate of salary resulting from improved teacher education shall be September **1**, January **1**, May 1 or the starting date of employment, subject to clause **7.3**.
- 7.3** Each teacher shall be responsible for submitting to the Superintendent written proof of application to the Teachers* Qualification Service for evaluation of increased teacher education not later than thirty (**30**) days from September **1**, January **1**, May **1**, or the starting date of employment.
- 7.4** A teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications, or according to the minimum educational requirements for his teaching certificate, until the teacher submits to the Superintendent the Statement from the Teachers' Qualification Service attesting to increased teacher education.
- 7.5** If a teacher does not submit written proof of application in accordance with clause **7.3**, the Board shall adjust the salary effective the first of the month following the month the Statement from the Teachers* Qualification Service is submitted to the Superintendent.
- 7.6** No payment shall be made for teacher education or any other educational allowance which should have been claimed in previous school years.

8. Experience Increments

- 8.1** Subject to the terms of this Agreement, every teacher under contract with the Board who is not on maximum salary for his category of teacher education according to clause **5.3** shall receive an experience increment effective at the commencement of the school year following each year of service with the Board.
- 8.2** For the purpose of clause **8.1**, a year of teaching experience (excluding substitute teaching) is earned when a teacher under contract with the Board has received salary for at least one hundred and twenty (**120**) equivalent full days during
 - 8.2.1** A school year; or
 - 8.2.2** A period of up to three (**3**) consecutive school years

whichever occurs first. When an experience increment becomes effective in

accordance with **clause 8.1**, the teacher shall begin to accumulate credit toward another increment.

- 8.3** A teacher shall not be granted more than one increment in any school year.
- 8.4** For teachers who are graduates of a Bachelor of Education program in vocational or business education, and who teach in these specialities, one-half **(1/2)** of the associated vocational or business experience obtained by a teacher prior to engagement by the Board may be counted as teaching experience as adjudged by the Superintendent subject to appeal by the teacher to the Interpretation and Review Committee.

9. Special Projects and Duties

- 9.1** The Board may offer employment to a teacher for special projects at the per diem salary rate of **1/200th** of the teacher's annual grid placement, including the relevant administrative allowance when applicable. Special projects exclude assigned teacher duties as described in clause **20** of this Agreement and those teaching and administrative duties related to school programs and operations.
- 9.2** Through mutual agreement with a teacher, the Board may designate that teacher to perform special duties in addition to the duties required as part of the teaching assignment, and that teacher shall be paid an annual allowance of up to two-and-one-half **(2-1/2 %)** percent of the fourth **(4th)** year maximum as in clause **5.3**.

10. Additional Allowance

In addition to the foregoing salary, administrative allowances shall be paid in accordance with the following schedule and based on the full-time equivalent teacher **count**, during the period September **1, 1992** to August **31, 1994** respectively:

10.1 Principals and Assistant Principals

Principals shall receive a basic allowance of **\$7,010** during the period September **1, 1992** to August **31, 1993** plus **\$194** per **F.T.E.** teacher supervised as of October **1, 1992** (retroactive to September **1, 1992**), and a basic allowance of **\$7,010** during the period September **1, 1993** to August **31, 1994** plus **\$194** per **F.T.E.** teacher supervised as of October **1, 1993** (retroactive to September **1, 1993**). Assistant principals shall receive an amount equal to fifty-five **(55%)** percent of the principal's allowance. The Board may, where a vacancy for a principal occurs, appoint an acting principal who shall receive all the benefits accrued to a principal under this Agreement while acting in this capacity.

10.2 Supervisory and Consultative Personnel

10.2.1 Supervisors of Education - Twenty five **(25%)** percent of fourth year maximum as **in** clause **5.3**.

Incumbents in **this** position shall not take more than six **(6)** weeks vacation during the July/August period.

10.2.2 District Co-ordinators shall be paid seven-and-one-half **(7.5%)** percent of the maximum of the fourth year as in clause **5.3**.

10.2.3 Department Heads - Five-and-one-half **(5.5%)** percent of fourth year maximum as in clause **5.3**.

10.3 Administrative Allowance - General

10.3.1 Payment of the allowance for administration shall **commence** on the effective date of appointment and terminate on the last day of such appointment.

10.3.2 In a school with two hundred and fifty **(250)** or more pupils, the **Board** shall designate one or more teachers to full-time or part-time supervisory positions to assist the principal.

10.3.3 When, in the absence of the principal, the assistant principal acts in his place for a period of six **(6)** or more **consecutive** school days, the assistant principal shall be designated as acting principal and shall receive an allowance, in place of the assistant principal's allowance, equivalent to that of the principal and for the period during which he is so designated.

10.3.4 When, in the absence of the assistant principal, a teacher is designated in writing by the Superintendent or his designee to carry out the function of the assistant principal for a period exceeding ten **(10) consecutive** days, the teacher shall be then designated as **acting** assistant principal and shall receive an allowance equivalent to that of the assistant principal for the period he is so designated.

10.4 Travelling Allowance

Where teachers are required and have received prior **authorization** to use their vehicles on approved Board business they shall be eligible for travel allowance in accordance with Board policy.

11. Safeguard to Prevent Loss of Salary

No teacher shall suffer a loss of pay because of implementation of this Agreement.

12. Insurance

12.1 Unemployment Insurance Act

The Board and the teachers agree that the Unemployment Insurance Commission rebate has been shared in accordance with the Unemployment Insurance Act by the increase in the benefits contained in this Agreement.

12.2 The Board shall effect and keep in force a policy or policies of **insurance**, insuring every teacher **in** its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.

12.3 The Board's contribution to the Alberta Health Care Insurance Plan and to the Alberta School Employee Benefit Plan - Extended Health Care Plan **2**, shall be at the rate of one hundred **(100%)** percent of the total premiums.

12.3.1 Notwithstanding the foregoing, clause **12.3** shall not apply to a married teacher who submits proof that he or she is already a member of any of the insurance plans named, through participation in these plans by his or her spouse.

12.4 Alberta School Employee Benefit Plan

12.4.1 All teachers eligible to participate shall be members of the Alberta School Employee Benefit Plan as a condition of employment.

12.4.2 In accordance with the provisions of the Alberta School Employee Benefit Plan, the Board shall pay one hundred **(100%)** percent of the **premiums** in respect of benefits under the Life and Accidental Death and Dismemberment Schedule **2A**, and each teacher member of the Plan shall pay one hundred **(100%)** percent of the premium in respect of benefits under the Long Term Disability Plan **E2**.

12.4.3 The Board shall pay sixty-five **(65%)** percent of the cost of the premiums for teachers enrolled in the Alberta School Employee Benefit Dental Plan **3C**.

13. Cumulative Sick Leave

13.1 A teacher who qualifies for long-term disability benefits as provided in the Alberta School Employee Benefit Plan shall not receive additional salary and shall not be entitled to additional sick leave benefits after ninety **(90)** consecutive operational days of disability.

13.2 Statutory sick leave of twenty **(20)** operational days per school year shall be credited to each teacher at the beginning of the school year.

- 13.3** The unused portion of the statutory sick leave shall accumulate at the completion of each year of continuous service with the Board, except in the case of leave of absence, to the credit of each teacher to a total maximum of ninety **(90)** operational days.
- 13.4** Notwithstanding clause **13.3**, no teacher shall lose credit for sick leave already accumulated. However, when the excess sick leave has been used, the limits in clause **13.3** shall apply.
- 13.5** A **teacher** who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement shall be paid salary to the extent of the teacher's accumulated sick leave and the teacher's accumulated sick leave shall then be reduced accordingly.
- 13.6** When a teacher leaves the employ of the Board all accumulated sick leave shall be cancelled. Notwithstanding clause **13.6**, the accumulated sick leave shall be **reinstated** if the teacher resigns and is reappointed by the Board within a two **(2)** year period.
- 13.7** When a teacher is granted sabbatical leave, disability or other leave of absence by the Board, the teacher shall retain the number of accumulated sick leave days to the date of leave commencement. However the teacher shall **not earn additional sick leave days during the period of leave.**
- 13.8** 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 provide the following documentation within one **(1)** month after resuming normal **teaching** duties:
- 13.8.1** A signed statement giving the reason for an absence of three **(3)** consecutive days or **less**; or
- 13.8.2** A medical certificate for an absence of more than three **(3)** consecutive days.
- For the purpose of clause **13.8**, "day" is **defined** as per section **78(1)** of the Alberta School Act, Chapter **S-3.1, 1988**.
- 13.9** The Board may require any person employed by it to undergo a medical examination by a physician named or approved by the Board.

14. Leave of Absence

- 14.1** The Board shall pay for an absence approved by the Superintendent, pursuant to section **92(1)(d)(i)** of the School Act, Chapter **S-3-1, 1988**, where such teacher is absent:

- 14.1.1** For not more than five **(5)** teaching days because of the critical illness or death of spouse, child, parent, brother, sister, parent of spouse, guardian, grandparent, and grandchild, or other relative who is a member of the teacher's household; and for not more than two **(2)** teaching days because of the critical illness or death of a **sister-in-law**, brother-in-law, daughter-in-law, or son-in-law. A teacher who is absent from teaching duties under this clause may be required to provide a medical certificate stating that the illness warranted the leave of absence for attendance;
- 14.1.2** To write an examination in an academic or professional course, or to attend a convocation for the purpose of receiving a degree or diploma at any Alberta University;
- 14.1.3** To attend an educational conference, convention or other Board approved meeting;
- 14.1.4** While serving as a juror at a scheduled session of the court in response to a notice to attend, provided that any fee received for acting in such capacity be paid **over to the** Board;
- 14.1.5** For up to **two (2)** days leave per school year for paternity leave for natural and adoptive parents.
- 14.2** One-half **(1/2)** day leave shall be granted without loss of pay to attend a funeral as a pallbearer; an additional half **(1/2)** day may be added at the discretion of the Superintendent.
- 14.3** The Superintendent at his discretion may grant a teacher leave of absence with pay:
- 14.3.1** While serving as a witness at a scheduled session of the court in response to a notice to attend, or a subpoena, provided that any fee received for acting in such capacity be paid over to the Board, and that the teacher is not charged with any offence.
- 14.3.2** Due to extenuating circumstances.
- 14.4** Temporary leave of absence with pay less the cost of a substitute may be granted by the Superintendent:
- 14.4.1** For up to and including five **(5)** days per school year in order that the teacher may attend to public business arising from his position as an elected official;
- 14.4.2** To teachers who are required to leave before the end of the school term to attend an educational institution for a program of summer study;
- 14.4.3** To teachers who wish to participate in a competitive sporting event

leading to provincial or national competition to a maximum of two **(2)** days per year;

14.4.4 For personal leave for up to two **(2)** days per school year for essential personal business providing that the leave does not adversely affect the operation of the school or school district. Requests for leaves which extend major or statutory holidays shall not normally be approved under this clause.

14.5 In addition to the foregoing, a teacher may apply for leave of absence for illness of child or other personal reasons. The Superintendent at his discretion may grant leave of absence for such a period as he deems adequate (a) with pay, or **(b)** with pay less the cost of a substitute, or **(c)** without pay.

15. Maternity Leave of Absence

Teachers with at least twelve **(12)** months of continuous service with the Board shall be eligible for maternity leave under the following conditions:

15.1 Written notice of intent to take maternity leave shall be forwarded by the teacher to the Associate Superintendent, Personnel and Administrative Services, at least two **(2)** months prior to the expected confinement date. Exceptions to this requirement may be approved by the Associate Superintendent, Personnel and Administrative Services on the basis of any extenuating circumstances.

15.2 The commencement date and duration of maternity leave shall be determined prior to the commencement of such leave and shall be mutually agreed upon by the **teacher** and the Associate Superintendent, Personnel and Administrative Services.

15.3 Teachers who have been on maternity leave may subsequently apply for a leave of absence without pay and without benefits for up to one **(1)** full year.

15.4 Maternity leave shall be without pay, sickness allowances or Board contributions to **staff** benefit premiums, except during any period(s) of such leave which are health related as determined by the teacher's physician or in accordance with clause **13.9**;

15.4.1 During such period(s) the teacher shall access sick leave benefits through the employer funded registered Supplementary Unemployment Benefits (SUB) Plan, which shall not reduce the teacher's sick leave entitlement under clause **13**;

15.4.2 The teacher shall be required to apply for Unemployment Insurance benefits to access the registered SUB Plan;

15.4.3 The **benefits** under the SUB Plan are a substitution for and to the exclusion of any other benefits set out in **this** agreement that might otherwise be available for such periods of absences.

The period(s) of the health related portion of maternity leave shall be counted for the granting of experience increments.

15.4.4 The Board shall contribute to the premiums for the benefit programs on the same basis as for other staff covered by this agreement for a period up to six **(6)** months from the commencement of the benefit period under the SUB Plan.

16. Adoptive Parent's Leave

A teacher shall be eligible for adoptive parent's leave under the following conditions:

16.1 A teacher shall notify the Associate Superintendent, Personnel and Administrative Services before the expected date of adoption, that the teacher will be applying for adoptive parent's leave. The actual date of the commencement of the leave shall be determined when the adoption date is **known**.

16.2 Adoptive parent's leave shall not exceed twelve **(12)** months and the teacher shall give the Associate Superintendent, Personnel and Administrative Services, at least six **(6)** weeks' notice of the teacher's intention to return to the teacher's duties.

16.3 In no event shall the teacher's return to duty be delayed longer than the opening day of the school year following the teacher's request to return to duties.

16.4 Adoptive parent's leave shall be without pay, sickness allowances or Board contributions to staff benefit programs, and the period of such leave shall not be counted for the granting of experience increments.

17. Sabbatical Leave

17.1 Sabbatical leave shall mean leave granted by the Board to a teacher for study, travel or experience approved by the Board for improving the teacher's academic or professional education.

17.2 To be eligible for sabbatical leave under clause **17.1**, the teacher shall have served the Board for five **(5)** years.

- 17.3** A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his duties following expiration of his 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 one **(1)** year after resuming his duties.
- 17.4** All applications for sabbatical leave shall be submitted to the Board by February 1 preceding the school year in which the sabbatical leave is to commence.
- 17.5** The Board shall, upon receiving the recommendation(s) of the Sabbatical Leave Selection Committee, undertake at its discretion to grant sabbatical leave to two **(2%)** percent of the total of the teaching staff by March **15**; this maximum percentage may be extended at the option of the Board.
- 17.6** A teacher who is granted sabbatical leave for the year under clause **17.1** shall receive a salary equal to sixty-six and two **thirds (66-2/3%)** percent of the grid salary he would have received had he been teaching, payable in equal monthly instalments.
- 17.7** Upon resumption of duties, the teacher shall be returned to a position no less favourable than the one which he enjoyed before the leave was taken.

18. Claims

No new claims or demands by either the Association or by a member thereof shall arise out of previous Agreements upon the coming into effect of this Agreement.

19. Substitute Placement Service

Teachers unable to carry on their duties; as a result of illness or any other cause, shall give a least one-and-one half **(1-1/2)** hours' notice to the Substitute Placement Service before school assembles, so that proper substitutes may be obtained. Before returning to duty, the absentee teacher shall notify the Substitute Placement Service of such intended return. If **returning** for the morning session, the notification must be given by **7.00** a.m. and for the afternoon session, before **11.00** a.m. Other than where a previous arrangement has been made with the Superintendent specifying the date and time of return, failure to observe this regulation will result in the loss to the teacher of one-half **(1/2)** day's **salary** of a substitute teacher, whether a substitute is required or not. Provided however that the Superintendent may, at his discretion, after investigating the circumstances, waive the charging of a substitute teacher's **salary**.

20. Teacher Assignment

20.1 A teacher will not be assigned duties in excess of thirty **(30)** hours per week in which a maximum of ~~twenty-three-and-one-third~~ **(23-1/3)** hours will be devoted to instruction of pupils. The remainder of the assignable time shall be distributed to the teachers by the principal in consultation with his staff as equitably as is possible and practical.

20.1.1 In all schools, and by mutual agreement between the principal and the teacher, the assignment of twenty-three-and-one-third **(23-1/3)** hours may be averaged over the ten **(10)** month school year.

21. District Policy

Any District policy changes from those detailed in the Board's most current policy handbook, or adopted Board minutes, affecting teachers, may be reviewed by the Economic Policy Committee and, with the exception of interim emergency policies, the teachers shall have the opportunity to make representations to the Board prior to the adoption of any policy.

22. Grievance Procedure

If any difference concerning the interpretation, application, operation, or an alleged violation of the Agreement arises between the Board and its teachers, the alleged violation shall be dealt with as follows:

22.1 A teacher who has a grievance must present it verbally to the Associate Superintendent, Personnel and Administrative Services within seven **(7)** working days of the alleged violation, but in the case of salaries this is extended to seven **(7)** working days after receipt of the salary statement. The Associate Superintendent, Personnel and Administrative Services, shall provide a verbal reply to the teacher within three **(3)** working days.

22.2 In the event that the teacher is not satisfied with the verbal reply by the Associate Superintendent, Personnel and Administrative Services, the teacher may within seven **(7)** working days of the verbal reply prepare and deliver a written submission on the matter to the Superintendent's office. The Superintendent shall prepare and deliver a written response to the teacher within ten **(10)** working days from the date the teacher's submission was received by the Superintendent.

22.3 In the event that the teacher is not satisfied with the written response by the Superintendent, the teacher may prepare and deliver a written submission on the matter to the members of the Interpretation and Review Committee through the Secretary of the Economic Policy Committee of Local No. **73** of

the Association within seven **(7)** working days from the date the Superintendent's **response** was delivered to the teacher.

22.4 The Board may refer matters directly to the Interpretation and Review Committee.

22.5 The grievance procedure **time** limits may be extended at any stage by mutual agreement between the Associate Superintendent, Personnel and Administrative Services and the teacher.

23. Interpretation **and** Review Committee

23.1 This Committee, which is composed of two **(2)** trustees appointed by the Board and two **(2)** representatives of the Local of the Association shall meet to consider the alleged violation within fifteen **(15)** working days of the date that the matter is referred to it. The meeting shall be called by the Secretary of the Economic Policy Committee **after** consultation with the members of the Interpretation and Review Committee. This Committee shall thoroughly investigate the case and present a full and complete disclosure of the facts pertaining to the alleged violation along with their recommendations, to the Board, for decision.

23.2 The report and recommendations of the Interpretation and Review Committee shall be placed on the agenda for the Board's next regular meeting at which time the Board shall consider the matter. **This** decision will be sent to the parties concerned within three **(3)** working days of the Board's meeting.

23.3 Should the teacher not be satisfied with the decision of the Board, he may refer the matter to arbitration as per section **136** of the Alberta Labour Relations Code, Chapter **L-1.2, 1988** (providing for a three person Board).

24. Substitute Teachers

24.1 The Board shall pay substitute teachers at the rate of **\$111.00** per day and **\$55.50** for each one-half **(1/2)** day of service provided to the Board effective September **1, 1992**, which includes vacation pay. Substitute teaching shall not be counted for experience increments under clause 8 of **this** Agreement.

24.2 A teacher who substitutes for the same teacher for a period of seven **(7)** or more consecutive teaching days, shall be paid retroactively to the first **(1st)** day at the daily rate of **1/200th** of the annual salary determined by clause **5.3** of this Agreement for the duration of such substitution.

25. Inurement

This Agreement shall inure to the benefit of and be binding upon the parties and their successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ~~8th~~ day of December **A.D.1993**.

THE ALBERTA TEACHERS' ASSOCIATION

Per



W. C. Nettleton
Co-ordinator of Teacher Welfare

THE ST ALBERT PROTESTANT BOARD OF EDUCATION

Per



M. Pansegrau
Chairman

Per



M. Poole
Secretary-Treasurer

THE ST ALBERT LOCAL ASSOCIATION NO. 73

Per



R. Brayman
Chairman, Negotiating Committee

Per



J. Morrison
Secretary