

SOURCE	AT 10	
EFF.	96	09
TERM.	9702	
No. OF EMPLOYEES	33	
NON-RE EMPLOYEES	✓	

Collective Bargaining Agreement
NORTHERN GATEWAY RD NO 10
1996/97

This agreement is made pursuant to the School Act and the Labour *Relations* Code.

Between the Northern Gateway Regional Division No 10 (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 the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties and are set forth in this agreement; and

Whereas the parties acknowledge that their primary purpose is to provide efficient educational services and believe this purpose can be achieved most readily when harmonious relationships exist between the employer and its employees; **and**

Whereas the parties recognize that basic to the proper management and administration of a school system is the school board's function and responsibility to formulate and adopt policy and regulations, not inconsistent with this agreement; and

Whereas the Board and the Association recognize the advantages and acknowledge the mutual benefits to be derived ~~from~~ effective communications between trustees, teachers and administrators.

To this end, the Board agrees to inform in Writing a representative of their respective teaching staff of proposed changes to policies **and** regulations which directly affect the working conditions of said teachers. The teacher representative will respond to such proposals within 15 consecutive days of being notified. It is the responsibility of the teaching staff to notify the Board of the name of its representative.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree **as** follows:

1. Scope

- 1.1** This agreement applies to those employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, or, where the context requires, teacher.
- 1.2** Notwithstanding clause 1.1, the following employees shall be excluded from this agreement:
- (a) Superintendent
 - (b) Deputy superintendent
 - (c) Area directors (reporting directly to the superintendent)

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1.3 For the Board's portion of the benefit premium contributions, the provisions of this agreement shall apply to part-time teachers on a prorated basis for those teachers who teach less than 0.5 FTE per school year.

2. Term and Effective Date

2.1 ~~This agreement takes effect on September 1, 1996 and terminates on August 31, 1997.~~ Either party may give to the other not less than 60 days nor more than 150 days prior to termination of this agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties, both parties shall exchange details of all amendments sought.

3. Salary Scale

3.1 The Board shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.

3.2 The number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the Board.

(a) Notwithstanding article 3.2, teachers with less than three years of teacher education shall be placed in category 3 at the step appropriate to the teacher's years of teaching experience.

3.2.1 (a) Salary grid effective September 1, 1996

Years of teaching experience	Years of teacher education			
	Three	Four	Five	Six
0	26,679	31,391	32,999	34,869
1	27,910	33,426	35,048	36,939
2	29,126	35,465	37,109	38,994
3	30,346	37,495	39,164	41,064
4	31,562	39,534	41,244	43,135
5	32,787	41,559	43,299	45,195
6	34,008	43,598	45,349	47,255
7	35,234	45,628	47,409	49,310
8	36,439	47,642	49,459	51,396
9	37,660	49,676	51,525	53,456
10	38,880	51,710	53,585	55,522

4. Additional Allowances

4.1 In addition to the foregoing salary there shall be paid:

4.1.1 Allowances in accordance with the following schedule:

Allowances Sept 1/96

Supervisors \$8,052

Directors \$5,459

Coordinator \$2,732

Department Heads \$2,378

Principal

Minimum allowance \$5,000 (\$2,500 for schools with less than 50 students)

- Per student for the first 100 students \$0.00
- Per student for 101 to 150 students \$44.29
- Per student for 151 to 300 students \$18.54
- Per student thereafter \$14.42

Maximum allowance for any principal \$18,500

Assistant Principal(s)

(a) The assistant principal (or the first assistant principal if there is more than one) shall receive one-half the allowance paid to the principal under **this** clause.

(b) When there is more than one assistant principal, each (other **than** the first) shall receive one-half of that amount he/she would receive were he/she principal over the teachers and students in his/her area of responsibility.

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Notwithstanding the above, any principal who presently receives an allowance greater than that provided by this formula shall continue to receive such greater allowance until such time as the current formula provides for an allowance greater than presently paid or the teacher leaves his/her present designated position.

Notwithstanding the preceding, where a reduction in student enrolment would provide for a reduction in allowance payable based on the 1992/93 collective agreement then such a reduction can occur and reduce the allowance payable.

- 4.2** Student count shall be on September 30 of each year except that an adjustment shall be made in allowances, effective March 1 where the September count varies by 20 percent or more on the February 28 following. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one-half student.
- 4.3** The Board may create **and** fill administrative positions other **than** those specifically enumerated in this clause, provided that the remuneration for such positions is established by **an** addendum to this agreement prior to the appointment.
- 4.4** A teacher, who agrees to render professional service during **any** vacation period, at the request of the superintendent, shall be paid 1/200 of his/her grid position salary for each day of work.
- 5. Years of Teaching Experience**
- 5.1** A year **of** teaching experience shall be earned by service with the Board for at least 120 full-time equivalent days, days **as** defined in section 78 of the School Act 1988 as amended from time to time. No teacher shall lose credit for years of teaching experience being recognized at the time of signing this agreement.
- Substitute teaching shall be counted as teaching experience if a teacher is employed for more than five consecutive days in the same teaching position. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until **a** teaching experience increment has been received,
- 5.2** The number of years of teaching experience earned by a teacher prior to engagement by the Board is counted **as** if it **has** been teaching experience in schools under the Board's jurisdiction.
- 5.3** The adjustment **date** for changes in the number of years allowed for years of teaching experience shall be at the commencement of the school year or February 1. No teacher will be entitled to receive more than one experience increment in any one school year.

- 5.4** Each teacher shall supply proof of previous teaching experience within 45 calendar days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience.
- 5.4.1** Failure to comply with clause 5.4 shall cause the teacher's salary to be reduced to the minimum of his/her category of teacher education. Upon receipt of proof or satisfactory evidence of having applied for the same, payment shall be made commencing the month following receipt by the Board. When previous experience is not validated, any overpayment shall be returned to the Board retroactive to the beginning of the teacher's contract.
- 5.4.2** The Board shall keep up to date records of each teacher's service with the Board. A copy of this shall be provided to a teacher upon request.
- 5.5** A teacher holding a letter of authority is not entitled to receive more than five experience increments.
- 5.5.1** Notwithstanding clause 5.5, where the letter of authority was issued for a portion of a year to enable due processing of documents by the Registrar's office prior to the teacher's receipt of an Alberta Teaching Certificate, the teacher shall be placed in the teacher's experience category as per article 5.
- 5.6** No teacher shall receive increments for experience gained while he/she was not holding a valid teaching certificate or letter of authority.
- 5.7** Notwithstanding clauses 5.5 and 5.6, clause 5.7 shall apply to vocational teachers.
- 5.7.1** In this clause, a vocational teacher is one who is teaching vocational shop or business education courses for at least half of his/her teaching day.
- 5.7.2** Vocational teacher salary entitlement, provided he/she has no previous teaching experience as a certified teacher, will be the minimum salary rate according to his/her evaluation of teacher education for salary purposes.
- 5.7.3** In addition to his/her salary rate, each vocational teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case his/her total salary shall not exceed the maximum salary rate according to his/her evaluation of teacher education.

Industrial Experience	Increments	Industrial Experience	Increments
10 years	5	4 - 5	2
8 - 9	4	2 - 3	1
6 - 7	3	0 - 1	0

- 5.7.4** The initial industrial experience allowance shall remain constant throughout the period of employment. The original placement of the vocational teacher on the salary schedule shall be subject to review by the interpretation and grievance committee (established under clause 18 of this agreement).
- 6. Years of Teacher Education**
- 6.1** The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.
- 6.2** The adjustment dates for changes in salary based on teacher education shall be the first day of school in a school year, and February 1.

6.3 Proof of teacher education or satisfactory evidence of having applied for same must be submitted to the Board within 45 calendar days of the above mentioned adjustment dates or commencement of employment. Failure to submit proof or satisfactory evidence of application shall result in salary adjustment commencing the month following receipt by the Board.

6.3.1 Until proof of teacher education is submitted, a teacher shall be placed on the grid according to the most recent acceptable statement of qualifications or according to minimum requirements of his/her teaching certificate.

7. Administrative Allowances

7.1 Payment of administrative allowances according to clause 4 of this agreement shall commence on the effective date of appointment.

7.2 When in the absence of the principal ~~an~~ assistant principal acts in his/her place for a period of 10 or more consecutive school days, said assistant principal shall be designated ~~as~~ acting principal ~~and~~ shall receive ~~an~~ allowance equivalent to that of the principal for the period during which he/she is so designated.

7.2.1 In a school where there is no assistant principal, a teacher shall be designated by the Board to be acting principal in the absence ~~of~~ the principal. The designate shall be paid according to clause 4.1.1 should the principal be absent for more than one day.

7.2.2 When both the principal and assistant principal are absent, a teacher shall be appointed acting principal. The teacher ~~so~~ appointed shall be paid according to clause 4.1.1 should the principal and assistant principal be absent for more than one day.

8. Substitute Teachers

8.1 A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect,

8.2 For the first five days of substitute service, in each instance, payment will be according to the following schedule:

- per diem--\$109.10

- per half-day--\$54.55

The above rates of pay include four percent vacation pay.

8.2.1 Rate ~~of~~ pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive school days, shall be paid effective the sixth day according to placement on the *salary* grid subject to the terms ~~of~~ this agreement.

8.3 A substitute teacher shall provide evidence of teaching experience and teacher education as per articles 5 and 6 ~~within~~ 45 calendar days ~~of~~ being eligible for placement on the grid.

8.4 When a teacher is absent, ~~a~~ certificated substitute will be hired to replace that teacher whenever reasonably possible.

9. Salary Payment

9.1 ~~Save and~~ except substitute teachers, each teacher shall be paid:

9.1.1 (a) One-twelfth of his/her annual rate of *salary* on or before the last Friday of each month from September to May, excluding December.

(b) Two-twelfths of his/her annual rate of *salary* on the last operational day of the school year ~~and~~ the balance due shall be paid on or before the last banking day in July.

(c) In December, payment shall be on the last operational day.

9.1.2 Clause 9.1.1 notwithstanding where a teacher has resigned, three-twelfths of the annual salary shall be paid on the last teaching day in June. This clause shall be subject to section 92(6)(7) of the *School Act* 1988, as amended from time to time.

- 9.2 In accordance with clause 9.1.1 dates, all salary cheques must be delivered or mailed *so* that the cheque is available at the teacher's school, bank or post office according to the teacher's written instruction received prior to September 15 of the school year.
- 9.3 Notwithstanding 9.2, this clause takes precedence where the Board makes salary payments by electronic funds transfer, the transfer amount shall be available at the teacher's bank in accordance with 9.1.1
- 10. Vice-Principals**
- 10.1 No teacher designated **as** vice-principal at the time of signing this agreement shall have that designation terminated by reason of the Board's decision to eliminate the position, unless the superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.
- 11. Sick Leave**
- 11.1 Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:
- In the first year of service with the Board, in accordance with the provisions **of the School Act**.
 - After one year of continuous service - 90 calendar days.
- 11.2 After 90 calendar days **of** continuous absence due to medical disability, no further salary or benefit premiums shall be paid **and** the extended disability plan shall take effect. Prior to expiry of the qualifying period under the extended disability plan a teacher absent due to sickness shall make application for extended disability benefits and upon expiry **of** the said qualifying period such teacher shall no longer be eligible to receive sick leave benefits.
- 11.3 Where a teacher has suffered **an** illness and/or has been paid under the provisions of the ASEBP, upon his/her return to full-time duty, he/she shall be entitled to **sick** leave benefits in accordance with the following schedule:
- (a) In instances where the teacher has been continuously absent of a period **of** 60 or more calendar days, reinstatement of the sick leave entitlement may at the discretion of the Board be made contingent upon the Board receiving a certificate signed by a medical practitioner verifying that the teacher is able to return to work and assume all duties and responsibilities on a **continuing basis**.
 - (b) If the same illness reoccurs within a six month period, under the terms of the ASEBP the teacher shall resume benefits under the plan.
 - (c) For any new illness **the** teacher shall be eligible for a further **90** calendar days of **sick** leave provided the teacher returns **to** work for 10 consecutive teaching days.
 - (d) For teachers on a one-year contract he/she shall be eligible for a further two days per month for the remainder of the school term.
- 11.4 All accumulated sick leave shall terminate upon the termination of the employment with the Board.
- 11.5 A teacher absent for three consecutive days or **less** due to illness or other disability must submit within 10 days of return to work a signed statement to his/her principal, giving the reason for the absence **and** (where applicable) the name and address of the medical (or dental) practitioner.

11.6 A certificate of illness from a qualified medical practitioner is required by the Board to support request for sick leave with pay if the absence exceeds three consecutive days. Requests with the supporting certificate must be submitted to the office of the Board no later than 15 school days from the beginning of the absence, unless the teacher is unable for circumstances beyond his/her control, to provide the supporting certificate. Additional certification may be requested to validate continued absence.

11.7 The Board may require a teacher to submit to a medical examination by a Board designated doctor. The expense of the medical examination will be borne by the Board. Travel and meal rate will be paid in accordance with Board policy.

12. Alberta School Employee Benefit Plan and Alberta Health Care Insurance

12.1 The Board will make a contribution of 80 percent per month of the premium costs for Alberta Health Care Insurance for each participating teacher.

12.2 The Board will make a contribution of 80 percent per month of the premium cost for each participating teacher as per Plan D (LTDI) and Schedule 2 (Life Insurance) of the Alberta School Employee Benefit Plan.

All teachers appointed to the staff effective November 9, 1971, and thereafter as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a condition of employment provided enrolment is sufficient for implementation of the plan.

12.3 The Board will make a contribution of 80 percent per month of the premium cost for each participating teacher of Plan I of the Extended Health Care Insurance (ASEBP). All teachers, hired on and after September 1, 1978, shall be members of this plan as a condition of employment.

Notwithstanding the above any teacher who has equivalent coverage provided through their spouse may waive coverage under the Extended Health Care Insurance (ASEBP).

12.4 The Board will make a contribution of 80 percent per month of the premium cost for each participating teacher as per Dental Plan 3 of the Alberta School Employee Benefit Plan. All teachers appointed to the staff effective September 1, 1982, and thereafter shall be a member of this plan as a condition of employment.

12.4.1 Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Dental Plan.

12.5 Payments made towards benefit plans by the Board shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under Unemployment Insurance Commission regulations.

12.6 The Board's contribution to the benefit package shall be applied first to the nontaxable components of the benefit package.

13. Professional Improvement Leave

13.1 Professional improvement leave shall mean a leave of absence granted by the Board in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.

13.2 To be eligible for professional improvement leave under section 13.1 the teacher shall have served the Board for five consecutive years, immediately prior to granting of such leave.

13.3 Professional improvement leave for a period of less than one year may be granted by the Board and remuneration shall be prorated to amount of salary set forth in clause 13.8.

13.4 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to his/her duties following expiration 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 his/her duties.

- 13.5 All applications for professional improvement leave shall be submitted to the Board by February 1 preceding the school year in which the professional improvement leave is to commence.
- 13.6 The Board shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional leave of absence.
- 13.7 The Board shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 13.8 A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal instalments on the last day of each month, in accordance with the following schedule:
September 1, 1996--\$20,720
- 13.8.1 A teacher who is granted professional improvement leave shall be entitled to participate in the Alberta School Employee Benefit Plan. The Board shall contribute toward required premiums as indicated in clauses 12.1, 12.2, 12.3 and 12.4.
- 13.9 Prior to leave being granted, the Board and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.
14. Leaves of Absence
- 14.1 Temporary leave of absence necessitated by critical illness or death of a relative of the teacher shall be granted by the Board, with salary and benefits, according to the following schedule:
- (a) In the event of death of a teacher's spouse or child a time up to and including five days,
 - (b) In the event of critical illness on the part of the teacher's spouse or child, time up to and including four days,
 - (c) In the event of critical illness or death of a teacher's relative, time up to and including three days provided such relative is a parent, brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,
 - (d) In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one day.
- Additional such leave, where required, may be granted upon application to the Board.
- 14.1.1 For the purposes of clause 14.1 critical illness shall be determined by a certificate from a medical doctor if required by the Board.
- 14.2 A teacher is entitled to salary and benefits for those days in which the teacher is unable to reach the school from their usual place of residence because of impassable roads only when payment for the absence is recommended by the principal and approved by the superintendent of schools.
- 14.3 The Board shall grant a temporary leave of absence with salary and benefits, of one day, to a teacher to attend his/her own wedding, convocation or graduation from a post-secondary institution.
- 14.4 The Board shall grant temporary paternal leave, with salary and benefits, of one school day in the event of a birth. The day taken shall be either the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.
- 14.4.1 The Board shall grant temporary adoption leave, with salary and benefits, of one school day on the date of adoption or receipt of the child.
- 14.5 Leave of absence for collective bargaining shall be granted to a maximum of three teachers without loss of salary and benefits, provided however, that the Board shall be reimbursed by The Alberta Teachers' Association for the cost of any substitute hired.

- 14.6** Temporary personal leave of absence for not more than three days in total in any school year shall be granted to each teacher.
- The first day of such leave shall be at full salary and benefits. The remaining two days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of the substitute is forthcoming to the Board through payroll deductions or payment from other sources.
- A** teacher taking such leave shall present a signed statement regarding the reason for absence (for clarity, it is understood that a reason, other than "personal leave/reason", must be provided).
- 14.7** The first day of personal leave in any given year may be accumulated to a maximum of four days.
- 14.7.1** Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation period, and the Board, at its discretion, may restrict such leave to a maximum of five consecutive school days.
- 14.7.2** Requests for leave under this article must receive prior approval of the superintendent or his designate. Failure to comply with this provision will result in loss of salary. Designate shall mean principal in the absence of the superintendent and area director.
- 14.8** Two days per school year for family medical attention. The first day of such leave shall be at full salary and benefits, The second day of such leave shall be at full salary and benefits provided that an amount equivalent to the salary of a substitute is forthcoming to the Board. The Board at its' discretion may require a signed certificate by a medical practitioner or that a letter of notification be submitted to the superintendent within 30 days of return to duties. For the purpose of this clause, a family member shall mean one who is a part of the employee's household and has lived with the employee on a continuing basis in the past.
- 14.9** Leave of absence without loss of salary and benefits shall be granted:
- (a) for jury duty or any summons related thereto,
 - (b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
 - (c) 14.9(b) shall not apply when a teacher or the ATA is taking action against the Board.
- 14.10** Additional leaves of absence may be granted by the Board, with salary and benefits, with salary and benefits less the cost of the substitute or without salary and benefits, at the discretion of the Board.
- 15. Maternity, Adoption and Parenting Leave**
- 15.1** Teachers are entitled to maternity leave without pay for a period not exceeding 18 weeks.
- 15.1.2** When possible, a teacher will notify the Board of her leave requirements three months in advance of the first day of the leave. The commencement of or return from maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.
- 15.1.3** The Board will register and implement a 95 percent supplementary unemployment benefits plan which teachers shall access for pay during the health related portion of her leave.
- 15.2** Teachers are entitled to adoption leave without pay for a period not exceeding eight weeks.
- 15.2.1** When possible, a teacher will notify the Board of the leave requirements three months in advance of the first day of the leave.
- 15.3** Teachers are entitled to parenting leave without salary and benefits for a period not exceeding one year.

- 15.3.1** The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.
- 16. The School Year**
- 16.1** Teachers will not be required to render service for more than 200 consecutive days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.
- 16.2** Notwithstanding clause 16.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation.
- 16.3** The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Board not less than four calendar months prior to such date.
- 16.4** The week following Easter Sunday will continue to be a vacation period, unless agreed otherwise by the Board and its teachers.
- 17. Transfers**
- 17.1** The Board requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and his/her family as a result of such transfer, providing such transfer requires a change of residence.
- 18. Grievance Procedure**
- 18.1** Any difference between an employee covered by this agreement and the Board or, in a proper case between the local of The Alberta Teachers' Association 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.
- 18.2** Such difference (hereinafter called "a grievance") shall first be submitted in writing to the corporate secretary of the Board and to the chairperson of the local economic policy committee. Such written submission shall be made within 15 school days after the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought.
- 18.3** The grieving teacher and/or representative shall be present at any grievance hearing. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another.
- 18.4** If the grievance is not resolved within the said time then either party may by written notice served on the other party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the date the aforesaid 21 day limit expires or the date the grievance committee renders a decision, whichever is shorter.
- 18.5** Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- 18.6** The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 18.7** The arbitration board shall not change, amend 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 during the term of this agreement.

- 18.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the board.
- 18.9 The arbitration board shall give its decision not later than 14 days after the appointment of the chairperson provided, however, that this time period may be extended by written consent of the parties.
- 18.10 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairperson.
- 18.11 All of the aforesaid time limits referred to in the grievance procedure shall be deemed to be consecutive calendar days but be exclusive of Saturdays, Sundays and statutory holidays.
- 18.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the board) a grievor fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. Should the Board fail to respond to the grievor within the specified time period, the grievor may process the grievance to the next step in the procedure.
- 18.13 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.
- 19. Deferred Salary Leave Plan**
- 19.1 The Board agrees to implement a Deferred Salary Leave Plan as approved by Revenue Canada.
- 20. Northern Travel Benefit**
- 20.1 For the purposes of this agreement, \$2,500 of the annual salary as set out in clause 3.2.1 of this agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by Revenue Canada.
21. All previous agreements between or affecting the parties are hereby cancelled.
22. This agreement shall enure to the benefit of and be binding upon the parties and their successors.

ADDENDUM TO THE COLLECTIVE AGREEMENT

The Board agrees to administer sick leave in the following manner:

All teachers under contract shall have available 20 days sick leave commencing the beginning of the school year or the first day of employment. Teachers employed under contract for less than a school year shall receive sick leave on a prorata basis as follows:

Number of sick days = number of school days under contract / 10

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