

| | | | |
|------------------|-----|----|----|
| SOURCE | ATA | | |
| EFF. | 96 | 09 | 01 |
| TERM. | 97 | 08 | 31 |
| No. OF EMPLOYEES | 100 | | |
| NO. OF EMPLOYEES | 44 | | |

Collective Bargaining Agreement

EVERGREEN CSR NO 2

1996/97

This agreement is made in duplicate this 28 day of November, 1996 AD, pursuant to the *School Act* and the *Labour Relations Code*.

Between the Board of Trustees of the Evergreen Catholic Separate Regional Division No 2, hereinafter referred to as the "Board", of the first part and The Alberta Teachers' Association, hereinafter referred to as 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 certain terms and conditions of employment and the 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 the terms of employment of the said teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, with nothing further implied, the parties agree as follows:

Article 1 - Terms of Agreement

- 1.1 This agreement shall become effective on September 1, 1996, unless otherwise provided for in the agreement, and shall continue in force and effect until August 31, 1997 and from year to year thereafter unless terminated by written notice from either party to the other not less than 60 days nor more than 120 days prior to the termination date of the agreement.
- 1.2 Notwithstanding the termination of this agreement, or if amendment is desired, 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 collective bargaining procedures in accordance with the *Labour Relations Code*.
- 1.3 The superintendent or his/her designate, is the primary liaison to/from the Board in all matters pertaining to this agreement.
- 1.4 The Board retains all rights not specifically limited by the terms of this agreement.

X

Article 2 - Scope

- 2.1 This agreement applies to all 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, Province of Alberta, herein collectively called the teachers, or where the context requires teacher, except those designated as superintendent and deputy/assistant superintendent.

Article 3 - Salary Schedule

- 3.1** The Board shall pay the teachers included within the scope of this agreement the salaries as herein set forth and computed. All sums are "per annum" unless otherwise specifically stated.
- 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.
- 3.3.1** The Salary Schedule - Effective September 1, 1996.

| Years of Teaching Experience | Years of Teacher Education | | | | | |
|------------------------------|----------------------------|---------|---------|----------|----------|----------|
| | One | Two | Three | Four | Five | Six |
| 0 | | | | 30,529 | 32,387 | 34,359 |
| 1 | | | | 32,624 | 34,483 | 36,472 |
| 2 | | | | 34,719 | 36,579 | 38,585 |
| 3 | | | | 36,814 | 38,675 | 40,698 |
| 4 | | | | 38,909 | 40,771 | 42,811 |
| 5 | | | | 41,004 | 42,867 | 44,924 |
| 6 | | | 33,302 | 43,099 | 44,963 | 47,037 |
| 7 | | 30,822 | 34,630 | 45,194 | 47,059 | 49,150 |
| 8 | 28,154 | 32,009 | 35,958 | 47,289 | 49,155 | 51,263 |
| 9 | 29,159 | 33,196 | 37,286 | 49,384 | 51,251 | 53,376 |
| 10 | 30,164 | 34,383 | 38,614 | 51,479 | 53,347 | 55,489 |
| Increments | 2x1,005 | 3x1,187 | 4x1,328 | 10x2,095 | 10x2,096 | 10x2,113 |

Article 4 - Salary Payment

- 4.1** Save and except day-to-day teachers, each teacher shall be paid:
- 4.1.1** One-twelfth of his/her annual rate of salary in effect that month on the third last banking day of each month from September to August with the exception of spring break and Christmas break where pay day would be the third last banking day prior to the commencement of these holiday periods.
- 4.1.2** Notwithstanding clause 4.1.1 above a teacher shall be paid two-twelfths of his/her annual rate of salary on the last teaching day in June and the balance due him/her on the third last banking day in July.
- 4.2** Arrangements shall be made to ensure that a teacher's salary is available at the teacher's bank no later than the third last banking day of each month.
- 4.3** A part-time teacher shall be paid on a prorata basis as it relates to the full-time teaching equivalent of the teacher's annual salary, benefit and leave entitlements.

Article 5 - Administrative Allowances

- 5.1** In a school where there are two or more teachers, the Board shall designate one teacher to be the principal of the school.
- 5.2** In addition to the foregoing salary, administrative allowances paid for the performance of administrative duties shall be determined by the following schedule:
- 5.3** Principal - effective September 1, 1996
\$39.54 per student for the first 150 students

\$17.85 per student thereafter.

- 5.3.1 For the purpose of determining allowances based on student count, such count shall be the September 30 count.
- 5.4 Assistant Principal(s)
 - 5.4.1 In a school where there are eight or more teachers, the Board shall appoint an assistant principal.
 - 5.4.2 In a school where there are 25 or more teachers, the Board may appoint a second assistant principal.
 - 5.4.3 Additional assistant principals may be appointed by the Board, if it is deemed necessary.
 - 5.4.4 It is the intent that all administrative appointments will be finalized for the school year on the number of teachers as of September 30.
 - 5.4.5 Payment to assistant principals is as follows:
 - 5.4.5.1 Where there is one assistant principal, he/she will be paid 50 percent of the principal's allowance.
 - 5.4.5.2 Where there are two or more assistant principals, each assistant principal shall be paid 50 percent of the principal's allowance.
- 5.5 Payment of administrative allowances according to article 5 of this agreement shall commence on the effective date of appointment and shall continue until there is a termination of the appointment.
- 5.6 When in the absence of the principal, an assistant principal acts in his/her place for a period of five 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.
- 5.7 When an assistant principal assumes the responsibility of the principal in accordance with article 5.6 above, the Board may designate another teacher to assume the responsibilities and be paid the allowance of the assistant principal. A substitute teacher may be provided to fill any temporary vacancy.
- 5.8 In the event that all administrative personnel are absent, a teacher may be designated as acting principal. The designate shall be paid \$40 per day, starting on the first day, when school administration is absent for a period of two days to 10 days, otherwise the designate shall be paid according to article 5.3.
- 5.9 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 article 5.8.
- 5.10 Where a new school is opened resulting in a transfer of pupils, the administrative allowances in all schools affected shall be adjusted accordingly effective the date of the transfer of pupils.
- 5.11 In addition to the salary under article 5.3, there shall be paid allowances for other supervisory personnel within the school system upon creation of such position on the recommendation of the superintendent subject to Board approval.
- 5.12 In the application of the above clauses, no teacher shall receive more than one allowance.

Article 6 - Evaluation 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 Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967 among the Department of Education, the Alberta School Trustees' Association and The Alberta Teachers' Association.
- 6.2 The adjustment dates for changes for teacher education are September 1 and February 1.
- 6.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall supply to the Board, within 45 days from the date of commencement of duties a statement of qualifications to be issued by the Teacher Qualifications Service of the Association. Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.
- 6.4 If proof of application for a statement of qualifications is supplied within 45 days, the teacher education shall be retroactive to the commencement of employment. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

Article 7 - Recognition of Teaching Experience

- 7.1 A year of teaching experience is any one school year during which a teacher under contract has rendered professional services for not less than 130 full time equivalent days. Substitute teaching shall not be counted as teaching experience for purpose of this article.
- 7.2 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 school(s) under the Board's jurisdiction.
- 7.3 The adjustment date for changes in the number of years allowed for years of teaching experience shall be September 1 and February 1. No teacher will be entitled to receive more than one experience increment in any one school year.
- 7.4 Each teacher shall supply proof of previous teaching experience within 45 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.
- 7.4.1 Failure to comply with this article shall cause the teacher's salary to be reduced to the minimum for his/her category of teacher education. Upon receipt of proof or evidence of having applied for the same, payment shall be made commencing the month following submission.
- 7.5 A teacher holding a letter of authority is not entitled to receive more than three experience increments until he/she submits proof of holding an Alberta teaching certificate, either interim or permanent.
- 7.6 A teacher holding an interim Alberta teacher's certificate is not entitled to more than five experience increments until he/she submits proof of holding a permanent Alberta teaching certificate.
- 7.7 No teacher shall receive increments for experience gained while he/she was not holding a valid teaching certificate or letter of authority.

Article 8 - Substitute Teacher

- 8.1 Substitute teacher means a teacher employed on a day-to-day basis where a contract of employment is not in effect.
- 8.2 The rate of pay for substitute teachers, including four percent vacation pay, shall be \$103.00 per day and \$51.50 per half-day.

- 3.3 Effective the sixth consecutive day and for subsequent consecutive full days thereafter the rate of pay will be calculated pursuant to the salary grid according to his/her proven teaching experience and education, provided the teacher is employed in the same teaching position for the whole period of substitution.

Article 9 - Group Insurance

- 9.1 When enrolment 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 insurance carrier.
- 9.2 Subject to the provisions of the insurance carrier policies, all teachers appointed to staff shall be required to join the Alberta School Employee Benefit Plan and all teachers presently enrolled in the plan shall continue to be enrolled in the Plan as a condition of employment with the Board.
- 9.3 Notwithstanding article 9.2, it is understood that a teacher may be exempted from participation in the aforementioned plans where he/she receives coverage elsewhere or has opted out pursuant to the plan.
- 9.4 Effective the first of the month following the date of ratification of this agreement, the Board shall contribute toward the costs of the various premiums as follows:
- 9.4.1 ASEBP Life Accidental Death and Dismemberment Schedule 2, Long Term Disability Plan D and Extended Health Care Plan 1 at the rate of 100 percent of the total premium.
- 9.4.2 ASEBP Dental Care Plan III at the rate of 65 percent of the total premium payable.
- 9.4.3 Alberta Health Care Insurance Plan at the rate of 100 percent of the rate payable.
- 9.5 Payments toward insurance plans by the Board shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.
- 9.6 Board contributions towards group insurance premiums shall be on a prorata basis for part-time employees.

Article 10 - The School Year

- 10.1 Teachers will not be required to render professional services for more than 200 consecutive days commencing the opening day of school in each year, exclusive of vacation periods, weekends and holidays.
- 10.2 A teacher who is not in receipt of an administration or supervisory allowance may agree to render service during the summer vacation period at the request of the superintendent.
- 10.2.1 A teacher who is in receipt of an administration or supervisory allowance may agree to render service during the summer vacation period at the request of the superintendent, if such service is over and above the service required in return for the administrative or supervisory allowance such teacher is receiving.
- 10.2.2 Payment for such service shall be determined at the rate of 1/200 of the teacher's basic salary for each day of the mutually agreed work period. A teacher who works beyond the period specified above is not entitled to additional remuneration unless the mutual agreement is revised. All agreements reached under this article must be in writing. Days earned shall not be counted as experience for increment purposes.
- 10.3 Notwithstanding article 10.2, administrators shall be responsible to organize their schools in order that the schools are ready for operation.
- 10.4 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.
- 10.5 A spring break shall be granted for the period of one week each year.

Article 11 - Sick Leave

- 11.1** Sick leave with pay and benefits shall be provided under the following categories:
 - 11.1.1** To obtain necessary medical, dental or optical treatment.
 - 11.1.2** Due to disability or illness.
- 11.2** Sick Leave Entitlement
 - 11.2.1** During the first year of employment with the Board, each teacher shall be granted 20 days of sick leave credits on the basis of two days per month.
 - 11.2.2** Teachers in their first year employed under contract on a part-time basis shall receive sick leave on a prorata basis as follows:
 Number of full-time equivalent sick days = number of full-time equivalent days employed /10
 - 11.2.3** During the second and subsequent years of service, he/she will receive 90 calendar days with full salary for disability or illness.
- 11.3** A teacher who is absent for a period of three days or less may be required to present a signed statement regarding the reason for such absence.
- 11.4** A teacher who is absent for a period of more than three days shall be required to provide medical evidence using the form prescribed by the Board. See attached form.
- 11.5** For teachers enrolled in the ASEBP Plan D (LTDI) after 90 consecutive calendar days of illness and/or disability, sick leave benefits shall be suspended and no further pay and benefits shall be paid by the Board.
- 11.6** A teacher who has been absent due to disability or illness and returns to regular duties shall have the 90 calendar days of sick leave entitlement reinstated.
- 11.7** The Board shall be entitled to require a medical examination by a doctor selected by the teacher with the Board's approval if the illness or disability extends for more than 30 days.
- 11.8** In the case of a teacher who has five or more years of service with the Board and re-enters the employ of the Board, the sick leave accumulated under article 11.2.3 during the period of employment with the Board will be reinstated provided however, that the teacher re-enters within a period of three years.

Article 12 - Leaves of Absence

- 12.1** A leave of absence is an authorization for a teacher to be absent from work for a definite period of time, granted in advance by the Board in accordance with this article.
- 12.2** Leave of absence will be granted at one of the following:
 - 12.2.1** Full salary, that is without loss of regular earning;
 - 12.2.2** Full salary less the cost of a substitute teacher, if one is required;
 - 12.2.3** Full salary subject to recovery from a third party; or
 - 12.2.4** Without pay.
 - 12.2.4.1** When the leave of absence has been granted without pay, benefit contributions made by the Board and the employee shall be maintained until the end of the month in which the leave commenced.
- 12.3** All requests for leave shall be made in writing and shall be made at least one month prior to the beginning of the leave, excepting situations of an unforeseen or emergent nature, in which case the teacher's request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave.
- 12.4** Leaves of Absence - Without Loss of Regular Earnings
 - 12.4.1** Bereavement/Compassionate Leave

- 12.4.1.1** In the event that a member of a teacher's family, meaning husband, wife, son, daughter, father, mother, brother, sister, parent-in-law or a relative who is a member of the teacher's household is critically ill, up to three regularly scheduled consecutive working days, if needed, leave without loss of pay and benefits will be granted to attend the patient or the patient's family.
- 12.4.1.2** A teacher shall be granted up to five regularly scheduled consecutive working days, if needed, leave without any loss of pay and benefits for the purpose of attending at the funeral and/or making funeral arrangements, for a parent, wife, husband, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent, grandchild or a relative who is a member of the teacher's household.
- 12.4.1.3** Notwithstanding clause 12.4.1.2 the Board shall grant one day for the funeral of a friend of the family or to act as a pallbearer.
- 12.4.1.4** For the purpose of article 12.4.1.1 critical illness shall mean a life-threatening illness for which the Board may require a substantiating medical certificate signed by a duly qualified medical practitioner.
- 12.4.1.5** In extenuating circumstances, the Board or its designate may approve an extension to the foregoing.
- 12.4.2** Paternal Leave--The Board shall grant a husband up to two teaching days leave of absence without loss of regular earnings during the confinement of his spouse for maternity reasons.
- 12.4.3** The Board shall grant one day to attend the wedding of a son, daughter, parent, brother or sister of the teacher or spouse.
- 12.4.4** The Board shall grant up to one teaching day when the leave is required to write university examination(s) related to the certification or professional qualification of the teacher.
- 12.4.5** The Board shall grant up to one teaching day to attend a university convocation in which the teacher is participating as a degree or diploma recipient.
- 12.4.6** The Board shall grant up to one-half of a teaching day to attend a scheduled session of court to receive his/her citizenship papers.
- 12.4.7** The Board shall grant leave for jury duty or when the teacher is served with a subpoena. Court fees received as result of jury duty, or when served with a subpoena, excluding allowances and expenses, shall be remitted forthwith to the secretary-treasurer.
- 12.4.8** The Board shall grant a teacher not more than one teaching day leave of absence for personal reasons.
- 12.5** Leaves of Absence - Less the Cost of a Substitute Teacher Hired--Temporary leaves of absence with pay less the cost of any substitute hired, shall be granted to teachers as follows:
 - 12.5.1** While representing a service club in an executive capacity at service club conventions - up to three days per year.
 - 12.5.2** For not more than three days in any one school year for an illness of a non-critical nature in the teacher's household.
 - 12.5.3** For attending post-secondary convocation exercises for spouse or children, but not participating - one day.
 - 12.5.4** For not more than two days in any one school year for some emergency demanding his/her attention.
 - 12.5.5** The Board shall grant a teacher not more than one teaching day leave of absence for personal reasons.
- 12.6** Leave of Absence - Subject to Recovery from a Third Party--Temporary leave of absence, with pay subject to recovery from a third party, shall be granted to a teacher as follows:

- 12.6.1** Leave of absence for salary negotiations shall be granted by the Board without loss of salary, provided however, that the Board shall be reimbursed by The Alberta Teachers' Association for the cost of the substitute hired for each day of such leave.
- 12.6.2** Leave of absence shall be granted for those who serve as representatives of the Evergreen Catholic Separate Regional Division No 2 teachers for attendance at meetings or any functions at the request of the Provincial or Local Alberta Teachers' Association.
- 12.7** Additional leaves of absence may be granted by the Board with pay, with pay less the cost of the substitute teacher, with pay subject to recovery from a third party, without pay, or without pay and benefits at the discretion of the Board.
- 12.8** Any teacher who has been granted a leave of absence and fails to return on the date granted by the Board, or notify the Board of his/her delayed return due to circumstances beyond his/her control may be subject to termination of employment.

Article 13 - Maternity Leave

- 13.1** Maternity leave shall be granted without regular pay or benefits.
- 13.2** The teacher concerned shall obtain and submit a certificate from a physician certifying to her pregnancy and approximate date of her delivery.
- 13.2.1** The health related portion of each teacher's maternity leave shall be determined by medical documentation using the form prescribed by the Board. See attached form.
- 13.3** The dates of the beginning and termination of leave shall be determined on the recommendation of her physician.
- 13.4** Written notice of intent to take maternity leave of absence shall be forwarded to the Board at least 30 days prior to the expected commencement of such leave.
- 13.5** Leave for maternity shall not exceed 12 months. A teacher shall notify the Board of her intent to resign or to retain her position at least 30 days prior to the end of the period of leave of absence, except when the leave of absence expires during the period July 1 to August 31, in which case notice shall be given not later than June 1.
- 13.5.1** The Board will register and implement a 100 percent Supplementary Unemployment Benefits (SUB) Plan which teachers shall access for pay during the health related portion of her maternity leave. This plan shall come into effect on the date it is registered. SUB shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave whichever is less. After 90 consecutive calendar days of disability the teacher shall apply for long term disability benefits and no further pay and benefits or SUB shall be payable.
- 13.6** A teacher who is granted maternity leave shall be entitled to return to a teaching position in the Division that is suitable to her qualifications.
- 13.7** The leave preferably shall terminate at the beginning of a school year, a regular semester, immediately after the Christmas vacation or spring break.
- 13.8** Additional leave of absence may be granted without pay and benefits at the discretion of the Board.

Article 14 - Adoption Leave

- 14.1** One day leave with pay shall be granted to a teacher on the occasion of the adoption of a child provided such adoption takes place on a school day.
- 14.1.2** A teacher shall be eligible for adoption leave without pay under the following conditions:
- the teacher shall advise the Board of the intent to adopt at the earliest possible date,
 - the beginning of the leave shall normally be the week of adoption,

- the teacher may terminate the leave at any time up to 12 months following the date of adoption or at a later date that is satisfactory to both parties. In any event the teacher shall give the Board no less than 30 days notice, in writing, of the intended return date.

- 14.1.3** When the leave of absence has been granted without pay, benefit contributions made by the Board and the employee shall be maintained until the end of the month in which the leave commenced.

Article 15 - Professional Improvement Leave

- 15.1** Professional improvement leave shall mean a leave of absence granted, for a school year or portion thereof, by the Board in its discretion on application by a teacher for the purpose of improving the teacher's academic or professional education.
- 15.2** To be eligible for professional improvement leave under section 15.1, the teacher shall have taught with the Board for five years, prior to the granting of such leave, provided he/she had not left the employ of the Board and worked elsewhere.
- 15.3** In each school year, the Board shall grant professional improvement leave to a maximum of two percent of its total teaching staff or one teacher, whichever is greater, if applications are received.
- 15.4** All applications for professional improvement leave shall be submitted to the Board by March 1 preceding the school year in which the professional improvement leave is to commence.
- 15.5** The Board shall notify each applicant by April 1 as to whether or not the professional improvement leave is granted.
- 15.6** The remuneration of a teacher granted professional improvement leave shall be \$20,155 during the year of his/her leave payable in equal instalments on the third last banking day of each month from September to May with the exception of spring break and Christmas break where pay day would be the third last banking day prior to the commencement of these holiday periods.
- 15.7** Health benefits under the terms of this agreement shall continue in effect for the purpose of the professional improvement leave subject to the terms of the plans should the teacher decide to maintain the necessary premiums. Such benefits shall be paid in full by the teacher.
- 15.8** When a professional improvement leave is for a period of time less than a full school year, the remuneration specified in article 15.6 shall be on a prorata basis.
- 15.9** A teacher who is granted professional improvement leave shall be entitled to return to a teaching position which has been mutually agreed upon prior to the granting of such leave.
- 15.10** 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.
- 15.10.1** Should a teacher fail to return to teaching duties or should resign before completing his/her commitment following the professional improvement leave, he/she shall repay the amount received calculated on a prorata basis for partial fulfilment of commitment.

Article 16 - Course Attendance/Financial Support

- 16.1** The Board shall reimburse a teacher tuition fees for course(s) approved by the Board according to Board policy, on the condition that the course(s) are completed successfully.

Article 17 - Conditions of Professional Service

- 17.1** Newly appointed teachers may be required to present a medical certificate of good health, of teaching experience and of teacher education.

- '7.2 All appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment or transfer as the superintendent may deem advisable in the interests of the school system within the limitations of section 85 of the *School Act, SA, 1988*.
- 17.3 The superintendent or his/her designate shall discuss any changes in assignment or transfer with the teacher concerned before notice of change or transfer is given.
- 17.4 It is recognized that the principal shall assume the prime responsibility for allocation of instruction time, supervisory time and other duties of his/her staff.

Article 18 - Policy Advisory Committee

- 18.1 The teachers recognize the right of the Board to formulate policies. The Board agrees that it will not make changes in the present staffing policy and/or working conditions which are not covered in the agreement, without first having the matter considered by the Policy Advisory Committee. The committee shall consist of representation from the school board, the superintendent's office, staff members and school administrators.
- 18.2 The committee shall determine its own internal procedures.

Article 19 - Staffing

- 19.1 The Board will staff each school in such a manner that will provide adequate time for administrators to perform their functions and duties.
- 19.2 The Board will attempt to staff its schools in the best interest of both students and teachers.
- 19.3 The Board will establish a priority of lower ratio in grades one and two.

Article 20 - Grievance Procedure

- 20.1 For the purpose of this agreement, a grievance is defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of this collective agreement.
- 20.2 Any difference between an employee covered by this agreement and the Board, or, in the proper case between a representative of the ATA and the Board concerning a grievance, 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.
- 20.3 Such grievance shall first be submitted in writing to the secretary/treasurer of the Board and to the secretary of the bargaining unit. Such written submission shall be made within 15 days after the incident giving rise to the grievance. Such notice shall set out the nature and particulars of the grievance, the articles of this agreement which is alleged to have been violated and the remedy sought.
- 20.4 In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, this grievance shall be referred in writing to the secretary/treasurer and the secretary of the EPC who in turn shall notify their grievance committee members. Such grievance committee shall be composed of two representatives of The Alberta Teachers' Association and two representatives of the Board. 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 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

- 20.5** If the grievance committee does not reach a unanimous decision or any decision 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 other than a unanimous decision, whichever is shorter.
- 20.6** 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 chairman. In the event of any failure to appoint, any party may request the Minister of the Department of Labour to make the necessary appointment.
- 20.7** The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 20.8** 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.
- 20.9** The finding 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 chairman governs and it shall be deemed to be the award of the board.
- 20.10** The arbitration board shall give its decision not later than 14 days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.
- 20.11** Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
- 20.12** For the purpose of this clause, days shall be defined as teaching days.
- 20.13** In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the board) that grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 20.14** Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

Article 21 - Effect of Agreement

- 21.1** All previous agreements and schedules between or affecting the parties are hereby cancelled.
- 21.2** This agreement shall enure to the benefit of and be binding upon the parties and their successors.

PHYSICIAN'S STATEMENT OF MEDICAL DISABILITY

EMPLOYEE INSTRUCTIONS :

Payment of sick leave/disability pay and/or benefits depends upon your provision of medical evidence at the request of your employer. Please have your physician complete this form. Return the completed form to the School Board office. Prolonged absence may require additional medical evidence at the request of the employer. A medical opinion from an employee-selected physician with the Board's approval, may be required at the employer's expense.

TO THE PHYSICIAN:

The above named employee is consulting you with respect to an absence from employment due to health related reasons. Please complete all of the following information in order to assist us in processing the employee's sick pay claim and/or to confirm the employee's fitness to return to work.

NAME OF EMPLOYEE:

1. Date patient disabled from working:

2. Is condition due to pregnancy? No Yes

If yes, estimated or actual date of delivery:

3. Diagnosis (including complications):

4. Dates of absence of employee due to this disability:

First Day of Absence:

Last Day of Absence:

5. If the employee is not presently at work, what is the date when you expect the employee will be able to return to work from this disability:

Date:

Physician's Signature

Physician's Name (Please Print)

Telephone Number

Please forward this form to:

Evergreen Catholic Separate Regional Division No 2

PO Box 4265 Spruce Grove AB T7X 3B4

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

[Return to ATA Home Page](#)

© The Alberta Teachers' Association
Page last modified 1997 04 14