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Collective Agreements

Prairie Land Regional Division No. 25
September/2001 - August/2003

PRAIRIE LAND REGIONAL DIVISION NO 25

This agreement is made this 13 day of March 2002 pursuant to the *School Act, 1988*, and the *Labour Relations Code, 1988*.

Between the Board of Trustees of the Prairie Land Regional Division No 25 herein called the "Board" and the Alberta Teachers' Association herein called the "Association," acting on behalf of the teachers employed by the Board.

Whereas, the Board recognizes the Association as the sole 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 certain terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Article 1 - Scope of Agreement

1.1 The Board retains all those residual rights of management not specifically limited by the terms of this agreement. These rights will be exercised in a fair and reasonable manner consistent with the mission statement, values and beliefs of the division.

1.2 This agreement applies to all employees of the Board other than superintendent of schools, assistant superintendent(s) or deputy superintendent(s) who, as a condition of their employment, must possess a valid teaching certificate issued under the authority of the Department of Learning, Province of Alberta, herein collectively called "the teachers" or where the context requires, "the teacher".

1.3 This agreement shall have effect from September 1, 2001 until August 31, 2003 and shall continue from year to year unless a new agreement is negotiated pursuant to 1.4.

1.4 Either party may give to the other not less than 60 or more than 180 days prior to the termination of the agreement, notice in writing of intent to negotiate amendments, alterations, additions or deletions or to renew the agreement for the ensuing year and the parties agree to meet in accordance with the *Labour Relations Code, 1988*, 57 (2), if such notice is given.

1.5 The Board shall make available in each school sufficient true copies of the collective agreement for each teacher. Upon commencement of employment, each new teacher shall be given a copy.

Article 2 - Salaries

2.1 The matters negotiated by the parties in respect of all salaries and terms and conditions of the teachers' employment with the Board are governed by this agreement and any statutory provision related thereto.

2.2 The amount of university education of a teacher and the years of teaching experience, computed as hereinafter provided shall together determine the basic salary of a teacher employed by the Board.

2.3 For the period from September 1, 2001 through August 30, 2002, all teachers shall be paid according to the following scale:

Years of teaching experience	Years of University Education					
		CAT 2	CAT 3	CAT 4	CAT 5	CAT 6
0				38,101	40,151	42,623
1				40,508	42,573	45,052
2				43,129	45,221	47,725
3				45,750	47,870	50,396
4				48,372	50,518	53,068
5				50,993	53,167	55,740
6				53,614	55,815	58,411
7				56,237	58,465	61,084
8				58,858	61,113	63,756
9				61,480	63,762	66,426
10		43,569	48,432	64,101	66,410	69,098

On August 31, 2002, all teachers shall be paid according to the following scale:

Years of teaching experience	Years of University Education					

		CAT 2	CAT 3	CAT 4	CAT 5	CAT 6
0				39,689	41,824	44,399
1				42,195	44,346	46,929
2				44,926	47,105	49,714
3				47,656	49,865	52,496
4				50,388	52,623	55,279
5				53,118	55,383	58,062
6				55,848	58,141	60,845
7				58,580	60,901	63,629
8				61,310	63,659	66,412
9				64,042	66,419	69,194
10		45,385	50,450	66,772	69,177	71,978

The parties agree that on September 1, 2002, Step "0" shall be collapsed into Step "1" as follows:

Years of teaching experience	Years of University Education					
		CAT 2	CAT 3	CAT 4	CAT 5	CAT 6
0-1				42,195	44,346	46,929
2				44,926	47,105	49,714
3				47,656	49,865	52,496
4				50,388	52,623	55,279
5				53,118	55,383	58,062
6				55,848	58,141	60,845
7				58,580	60,901	63,629
8				61,310	63,659	66,412
9				64,042	66,419	69,194
10		45,385	50,450	66,772	69,177	71,978

2.3.1 After 50 Boards in the province have settled for the period September 1, 2002 through August 31, 2003, the above scale shall be adjusted to ensure teacher compensation (C4 Max Family) is 15th in the province, without any decrease in pay.

2.3.2 The monthly salary for each teacher shall be 1/12 part of the salary in effect, paid by direct deposit into the bank account of the employee's choice on or before the 25th day of each month.

2.3.1.1 A teacher's salary, normally paid in July and August, shall be paid on June 30 provided the teacher has submitted such a request to the Board no later than the last school day prior to May 31.

2.3.2 The provisions of this agreement shall apply to part-time teachers on a pro-rated basis. In other words, part-time teachers shall receive the same percentage of salary and benefit premium contributions, as the percentage that their part-time teaching assignment is of a full time teaching assignment.

Article 3 - Additional Allowances

3.1 In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule:

3.1.1 During the first year of the agreement each principal shall be paid 12.5 percent of his/her position on the grid plus:

For schools with less than 99 students - \$13.26 per student under his/her responsibility

For schools with 100-199 students - \$14.09 per student under his/her responsibility

For schools with 200-399 students - \$15.77 per student under his/her responsibility

For schools with 400-499 students - \$16.60 per student under his/her responsibility

For schools with more than 500 students - \$17.44 per student under his/her responsibility

In other words, a principal in a school with 501 students shall be paid \$17.44 for each of the 501 students plus 12.5 percent of his/her position on the grid.

3.1.2 Effective September 1, 2002, the above student allotments shall be as follows:

For schools with less than 99 students - \$13.86 per student under his/her responsibility

For schools with 100-199 students - \$14.73 per student under his/her responsibility

For schools with 200-399 students - \$16.48 per student under his/her responsibility

For schools with 400-499 students - \$17.35 per student under his/her responsibility

For schools with more than 500 students - \$18.23 per student under his/her responsibility

3.1.2 Each outreach school principal and principal of more than one school shall be paid in accordance with article 3.1.1, for students under his/her responsibility.

3.1.3 Each vice-principal shall be paid seven percent of his/her position on the grid plus \$11.15 per student. Effective September 1, 2002, each vice-principal shall be paid seven percent of his/her position on the grid plus \$11.65 per student.

3.1.4 The pupil count for all allowances is to be as of September 30 in each school year and each ECS student shall be considered a .5 FTE student.

3.1.5 Teachers appointed as divisional coordinators shall be paid an allowance equal to seven percent of his/her position on the grid.

Acting Principals

3.2 In a principal's absence, the vice-principal is deemed to be the acting principal. In the absence of the principal and vice-principal(s), if any, the principal may designate a teacher to be the acting principal.

3.2.1 A teacher designated as acting principal shall be paid a per diem of 1/200 of the vice-principal's allowance as identified in article 3.1.2.

3.2.2 Notwithstanding article 3.2.1, after five consecutive days, an acting principal will be paid a per diem of 1/200 of the principal's allowance in lieu of the vice-principal's allowance.

3.3 In a school having one classroom, one teacher shall be designated a lead teacher and shall be paid an additional allowance equal to four percent of category 4 and 0 years of experience.

3.3.1 Lead teachers shall not be eligible for a lead teacher allowance where a principal has been appointed principalship responsibilities for that school, in accordance with article 3.1.2.

Article 4 - Experience Increments

4.1 A year of teaching experience shall be earned by teachers performing required duties for at least 130 school days in the school term with a Board. Teaching experience earned by part-time teachers or by a teacher under temporary contract, shall be accumulated within three consecutive years. When a year of teaching experience has been accumulated by part-time teachers or by a teacher under temporary contract, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1, whichever is applicable.

4.2 No teacher shall earn more than one experience increment in any one school year.

4.3 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.

4.4 The Board shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a board of trustees of a district, division or county board of education as defined in the *School Act* or by an early childhood services board operated under the guidelines of Alberta Education.

4.4.1 Experience gained in jurisdictions outside the province of Alberta, but within Canada and United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the Board.

4.4.2 Previous teaching experience gained by a teacher while employed by a private school accredited by Alberta Education and offering the approved Alberta curriculum, will be recognized for salary purposes.

4.5 No teacher shall receive increments for experience gained while not holding a teaching certificate.

4.6 Any teacher who substitutes shall accumulate those days or part thereof for the purpose of receiving an increment.

4.6.1 The onus of substantiating previous teaching experience rests with the teacher.

4.6.2 Proof of previous experience, or proof of having applied for same must be submitted to the Board within 45 calendar days of commencement of employment or the first day of school of each school year or February 1, whichever is applicable.

4.6.3 If such evidence is submitted within 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable.

4.6.4 If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and salary shall be adjusted effective the beginning of the month following submission of such evidence.

4.6.5 Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.

Article 5 - University Education

5.1 The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by the memorandum of agreement among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 23, 1967.

5.2 Each teacher claiming teacher education and each teacher commencing employment with a Board, shall submit to the Board proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 30 calendar days from commencement of the school year, February 1 or from the date of commencement of employment. If satisfactory proof is submitted within the 30 calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year or employment or February 1, on receipt of the proof of having applied to TQS.

5.3 Once a teacher has submitted an evaluation from the Teacher Qualifications Service to the Board, no further evaluation will be necessary unless a teacher is claiming for additional course credits.

5.4 Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.

Article 6 - Substitute Pay

6.1 During the first year of this agreement, each substitute teacher shall be paid a per diem rate, the amount of which shall include vacation pay, as follows:

\$139.37 per day; \$ 72.48 per half day

During the second year of this agreement, each substitute teacher shall be paid a per diem rate, the amount of which shall include vacation pay as follows:

\$145.65 per day; \$75.74 per half day

6.2 A substitute teacher who teaches five or more consecutive days in the same teaching position shall be paid effective the sixth day and every consecutive day thereafter a daily rate equivalent to 1/200 of his/her placement on the salary schedule.

Article 7 - Sick Leave

7.1 Sick leave benefits are sponsored by the Board and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.

7.1.1 In the first year of employment with the Board, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.

7.1.2 During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

7.1.3 A teacher who has more than one year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days.

7.2 Before any payment is made under the foregoing provisions, the teacher shall provide:

(a) A statement, in a form approved by the Board, signed by the teacher substantiating the illness.

(b) At the request of the Board, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three days.

(c) At the request of the Board or its designate, a certificate from a physician or dentist designated by the Board attesting to the illness or disability claimed provided there is no cost to the teacher.

7.3 Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.

7.3.1 After 90 continuous calendar days of illness or medical disability, no further salary shall be paid.

7.4 Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay or while on strike.

7.5 When a teacher leaves the employ of the Board, all benefits contained under these provisions are cancelled.

Article 8 - Sabbatical Leave

8.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.

8.2 Sabbatical leave may be granted at the discretion of the Board.

8.2.1 Written application for sabbatical leave must be made by the teacher 90 days prior to the commencement date of the proposed leave.

8.2.2 Each teacher who is granted sabbatical leave for one school year shall be paid an amount equal to current four year minimum salary payable monthly as per 2.3.

8.3 Sabbatical leave for the duration of a semester or trimester may be granted by the Board. Remuneration shall be calculated on a prorata basis in accordance with 8.2.2 above.

8.3.1 Each teacher who is granted sabbatical leave as in 8.1 shall give an undertaking in writing to return to his/her duties following expiration of the 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.

8.3.2 Should a teacher, by mutual consent, resign or retire from service of the Board before completing his/her two years service following such leave, repayment of sabbatical leave salary shall be made to the Board on a prorata basis. Teachers on extended disability shall not have this counted as a repayment period.

8.3.3 Each teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions under which he/she may return to the school system at the conclusion of the leave, provided the individual contract does not contravene the collective agreement.

8.3.4 The Board shall notify all applicants of its decision within 30 days of the application deadline.

8.4 Experience increments will not be granted to teachers for the period of leave.

8.5 The Board may pay for non-credit courses that enable teachers to perform their job efficiently, at the rate of \$200 per course or the rate of the registration fee, whichever is the lesser of the two figures. The course must be approved by the superintendent of schools.

Article 9 - Maternity, Parental and Child Care Leave

9.1.1 The Board will administer maternity and parental leave in compliance with the provisions of the *Employment Standards Code* of Alberta, and any regulations made thereto, and in accordance with Policy #7400, Supplemental Employment Benefit Plan.

9.1.2 Entitlement to Maternity Leave

(a) A pregnant teacher who has been employed by the Board for 52 consecutive weeks is entitled to maternity leave, in conjunction with Policy 7400, Supplemental Employment Benefit Plan. During the maternity leave, the teacher, if eligible to participate, is entitled to continue benefit coverage on the same cost-sharing basis as other eligible teachers.

(b) A pregnant teacher referred to above is entitled to maternity leave of:

(i) a period not exceeding 15 weeks commencing at any time during the period of 12 weeks immediately preceding the estimated date of delivery, and not later than the delivery date; and

(ii) if the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.

(c) Subject to article 9.1.4, the maternity leave shall include a period of at least six weeks immediately following the actual date of delivery.

9.1.3 Notice of Maternity Leave--Where possible a pregnant teacher shall provide the Board with three months notice in writing of the day she intends to commence maternity leave, but in no instance shall she provide less than six weeks notice in writing and shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

9.1.4 Shortening Maternity Leave--A teacher, with the agreement of the Board, may shorten the duration of the six

week period following the actual date of delivery by providing the Board with a medical certificate indicating that resumption of work will not endanger her health.

9.1.5 No Notice of Maternity Leave--A teacher who fails to comply with Article 9.1.3, and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 9.1.2 if within two weeks after she ceases to work she provides the Board with a medical certificate which:

- (a) indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and
- (b) gives the estimated date of delivery or the actual date of delivery.

9.1.6 Supplemental Employment Benefit Plan--The Board shall implement a Supplemental Employment Benefit Plan, in accordance with Policy #7400 which shall be accessed by the teacher during the post delivery period.

9.2 Parental Leave

(a) The Board shall grant parental leave to a teacher in the following circumstances:

- (i) in the case of a teacher entitled to maternity leave, a period of not more than 37 consecutive weeks immediately following the last day of the teacher's maternity leave;
- (ii) in the case of a parent who has been employed by the Board for at least 52 consecutive weeks, a period of not more than 37 consecutive weeks within 52 weeks after the child's birth;
- (iii) in the case of an adoptive parent who has been employed by the Board for at least 52 consecutive weeks, a period of not more than 37 consecutive weeks within 52 weeks after the child is placed with the adoptive parent for the purpose of adoption.

(b) If both parents are Board employees, the parental leave may be accessed entirely by one parent or shared by the parents. However, the Board shall not grant parental leave to more than one employee at a time.

9.2.1 Notice of Parental Leave

(a) Where possible, the teacher shall give the Board three months of notice of the date the teacher will start parental leave, but in no instance shall give less than six weeks notice in writing, unless:

- (i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
- (ii) the date of the child's placement with the adoptive parent was not foreseeable.

(b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 9.2.1(a), the teacher must give the Board written notice at the earliest possible time of the date that the teacher will start or has started parental leave.

(c) Employees who intend to share parental leave must advise their respective employers of their intention to share parental leave.

9.3 Prohibition Against Termination of Employment--The Board shall not terminate the employment of or lay off a teacher who:

- (a) has commenced maternity leave; or
- (b) is entitled to or has commenced parental leave.

Child Care Leave

9.4.1 Child Care Leave shall be granted to a teacher without pay, allowances, and other benefits of this agreement for a period up to one school year to provide care to a teacher's child less than three years of age.

9.4.2 The teacher shall, in consultation with the superintendent, three months in advance of the leave, determine the commencement date of the leave.

9.4.3 Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and superintendent.

9.4.4 Teachers returning from child care leave are entitled to a teaching position with the Board. Every reasonable effort shall be made to return the teacher to a teaching position which has been mutually agreed upon prior to the granting of such leave.

9.4.5 Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the Board, be offered a second probationary contract of employment.

9.4.6 A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.

9.4.7 Where child care leave is granted in conjunction with maternity or parental leave, the combined total leave shall not exceed 24 months.

9.4.8 Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.

9.4.9 Two days of paternal leave with pay shall be provided to a teacher occasioned by the birth of his child.

9.4.10 Only one parent shall be granted child care leave under these provisions.

Article 10 - Leave of Absence with Full Pay

Compassionate Leave

10.1 Compassionate leave shall be granted by the Board in a case of serious illness or death of the teacher's spouse, son, daughter, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent of spouse.

(a) up to four school days for serious illness;

(b) up to five school days for death.

10.1.1 Notification of such leave must be given to the school principal or superintendent.

10.1.2 Those days referred to in 10.1 may be extended at the discretion of the Board should additional time be required for travel.

10.1.3 Before payment is made under article 10.1, the Board may require a medical certificate stating that serious illness was the reason for the absence.

Convocation

10.2 Leave shall be granted for a period necessary (not to exceed two days) to a teacher to attend their or their spouse's convocation.

Additional Leave

10.3 Additional leave of absence may be granted by the Board with or without pay.

Personal Leave

10.4 In consultation with the principal and with two weeks notice where possible, a teacher shall be granted two days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school. In consultation with the superintendent and with two weeks notice where possible, a principal shall be granted two days personal leave per school year, except where circumstances put such leave in conflict with the interests of the school. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's or the principal's, immediate supervisor.

10.4.1 For any teacher under contract for 60 days or fewer in a school year, the provisions of clause 10.4 do not apply.

10.4.2 Any teacher under contract for 61 to 129 days in a school year shall be granted two half day personal leaves per school year.

10.4.3 Each teacher shall be entitled to accumulate one unused personal leave day per year, to a maximum of five days which may be used in any one school year.

10.4.3.1 Five days of accumulated personal leave cannot be used in conjunction with Article 10.4.

10.4.4 Each teacher under contract for 61 to 129 days shall be entitled to accumulate one unused half day personal leave per year, to a maximum of five half days, which may be used in any one school year. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's immediate supervisor.

10.4.4.1 Five half days of accumulated personal leave cannot be used in conjunction with Article 10.4.4.

Jury/Subpoena

10.5 Leave shall be granted:

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

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

10.5.1 The teacher shall reimburse the Board an amount equivalent to any witness or jury fee set by the court.

Leave of Absence for ATA Purposes

10.6 When the Annual Representative Assembly is held on days other than the May long weekend, two teacher representatives from the Prairieland ATA Local shall be given time off from class to attend this meeting. The ATA shall be responsible for payment at the cost of substitute for each teacher's absence.

10.6.1 It is recognized that from time to time, the Alberta Teachers' Association may request that certain of its members be granted release from duties to serve on Association committees or other bodies or to act as its representative. When such release time is granted, the Association will be billed at the full or half-day rate for substitute teachers, as per article 6 of this agreement.

Grievance

10.7 The Board shall be reimbursed by Prairieland ATA Local at cost of substitute for each day a teacher is absent to participate in the grievance procedure in any way. Reimbursement shall be due within 30 days of billing.

10.7.1 In the event the Board initiates a grievance, substitute teaching costs shall be the responsibility of the Board.

Inclement Weather

10.8 A teacher who, despite reasonable effort is unable to travel to his/her school because of inclement weather, impassable road conditions or failure of transportation facilities other than his/her own, is entitled to his/her salary for the periods of absence so occasioned.

Article 11 - Other Leaves

11.1 Unpaid leave of absence without pay, allowances and other benefits of this agreement, may be granted to any teacher by the Board for a period not to exceed one school year, subject to the following conditions:

- (a) The teacher shall apply to the Board, in writing, prior to March 1 of the current year. The applicant shall set forth the reasons for the request;
- (b) The teacher shall notify the Board, prior to March 1 of the following year, of his/her intention to return to teaching duties;
- (c) No increment for experience shall be allowed for such leave of absence.

Article 12 - Conditions of Professional Service

12.1 No teacher shall be required to render service for more than 200 days in a school year, exclusive of designated and statutory holidays.

12.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of 200 days shall be paid at the rate of 1/200 of the rate of his/her total salary for each day he/she is so employed in excess of 200 days.

12.1.2 Notwithstanding 12.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

Article 13 - Transfers

13.1 The Board will establish a procedure by which teachers may request transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

13.1.2 Teachers who wish to change grade and/or subject assignment and/or who desire a transfer to another school must file a written statement with the superintendent prior to February 15, annually. Such statement must include the subjects and/or grade levels desired and the school(s) to which the teacher seeks transfer.

13.1.3 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for the type of assignment shall be interviewed. Should the teacher not be selected, he/she may request a written explanation of the reason(s).

13.2 If the Board requests a teacher to transfer to another school, the Board 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.

13.3 Transfers made at the request of the Board shall be governed by the process described in section 85 of the *School Act*.

Article 14 - Group Insurance

14.1 The Board shall effect and maintain:

(a) Alberta School Employee Benefit Plan (ASEBP)

i) Extended Disability Benefit - Plan D

ii) Life, Accidental Death and Dismemberment - Schedule 2

iii) Extended Health Care - Plan 1

iv) Dental Care - Plan 3

v) Vision/Hearing Care - Plan 3

(b) Alberta Health Care Plan

14.2 All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, life and extended disability benefits, Plan D, Schedule 2.

14.3 With respect to article 14.2, it is understood that participation in the Alberta School Employee Benefit Plan: Extended Health Care - Plan 1; Dental Care - Plan 3; Vision/Hearing Care - Plan 3 and Alberta Health Care is not a condition of employment.

14.4 For teachers enrolled in the plans identified in 14.1 (a) and (b), the Board shall contribute 90 percent towards the monthly premium of each plan, effective the first day of the month following ratification of this collective agreement.

14.5 Part-time teachers and those on sabbatical leave, who are eligible to participate in these plans, shall be paid an allowance on a prorata basis.

14.6 It is agreed that the EI premium reduction is being shared according to section 64(4) of the *Employment Insurance Act* by the benefits contained herein.

Article 15 - Grievance Procedure

15.1 A "grievance" is defined as any difference between any employee covered by this agreement and the Board or in a proper case, between the 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:

15.2 The teacher shall, within 30 school days following the occurrence giving rise to the grievance or when the grievor first became aware of the occurrence giving rise to the grievance, bring the matter to the attention of the superintendent. The teacher, with or without Prairieland ATA representation and the superintendent shall attempt to resolve the grievance. If the matter cannot be resolved, the grievor will be notified with a written statement that the grievance is being denied.

If the grievance is denied by the superintendent, the grievance shall be submitted in writing and must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances which gave rise to the grievance;
- (c) the section(s) where the agreement is claimed to be violated;
- (d) the remedy sought.

Such written grievance shall be submitted to the secretary-treasurer of the Board and to the secretary of the Prairieland Local within 30 school days following the date that the grievance is denied by the superintendent.

The Board or a committee of the Board and the grievor(s) with or without an ATA representative, shall meet within 14 school days in an attempt to resolve the dispute.

15.3 In the event the grievance has not been settled within 21 school days after the date of submission of the grievance, the teacher may present, within five school days thereafter, in writing, a statement of the nature of the grievance to the secretary-treasurer of the Board and the secretary of the Prairieland Local requesting consideration of the grievance by the interpretation committee.

The secretary-treasurer of the Board will then arrange a meeting of the interpretation committee. The interpretation committee shall be composed of two trustees and two representatives of the Prairieland Local. A quorum of this committee shall consist of all members.

15.4 When the interpretation committee receives notice of the submission of a grievance, it shall be required to give its decision within 21 school days following the receipt of such notice and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the interpretation committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. In the case of an adjournment to obtain further information a decision shall be made within 21 school days of adjournment.

- (a) If the committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- (b) If the committee does not reach a unanimous or any decision, either party may, by written notice served on the

other party within 10 school days after the date on which the committee voted on the disposition of the grievance or within 10 school days after the expiration of said period of 21 school days whichever is the shorter, require the establishment of an arbitration board as hereinafter provided. The parties may, by mutual agreement, consent to postpone the hearing of the arbitration board. Such notice shall contain a statement of the nature of the grievance.

15.5 Each party shall appoint one member as its representative on the arbitration board within seven school days of receipt of such notice and the two members so appointed shall endeavor to select an independent chairman. (Section 133 - *Labour Relations Code, 1988*.)

(a) If the two members fail to select a chairman within five school days after the day on which the last of the two members is appointed, they shall request the director of mediation services to select a chairman.

(b) The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

15.6 The arbitration board shall not change, modify or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

15.7 The findings and decisions 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.

15.8 Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear equally the expenses of the chairman.

15.9 All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

15.10 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously so strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.

Article 16 - Special Needs Students

16.1 The consideration of the educational program plans for identified special needs students shall involve consultation between district staff, parents or guardians, teachers and administrators who may be affected.

16.2 When a student with special needs is placed in a regular class setting, the teacher will have access to information that in the opinion of the Board or its designee is pertinent to the placement.

16.3 When a student with special needs is placed in a regular class setting, the teacher will be provided inservice training to meet the needs of the student, provided the principal deems the training necessary.

16.4 Special consideration shall be given to class size, aide and clerical time allotments, equipment, furniture monies and administrative assistance time.

Article 17 - General

17.1 Prior to employment, teachers may be required to present a medical certificate of good health.

17.2 Any teacher required to teach in more than one school shall be paid kilometrage at a rate of 18 cents per kilometre for travel between the schools, providing the distance between the schools is greater than 16 kilometres.

17.3 A teacher in category two with 11 years experience with Neutral Hills School Division No 16 shall be placed in category three of the salary grid for salary purposes until he/she retires.

17.4 Subsequent to the 2001-02 school year, in years when Remembrance Day falls on a weekend, teachers will receive the Monday following as lieu.

Article 18 - Date of Agreement

18.1 The parties hereto executed this agreement this 13 day of March 2002, by affixing the signatures of their proper officers on their behalf.