

SOURCE	Union	
EFF.	95	09/01
TERM.	97	08/31
No. OF EMPLOYEES	260	
NOMERE D'EMPLOYES	A H	

## Collective Bargaining Agreement

### PRAIRIE ROSE REGIONAL DIVISION NO 8

*[Replaces Acadia (BVSAA), Cypress, Forty Mile & Redcliff]*

1995/96, 1996/97

This agreement made this 10 day of November AD, 1995, pursuant to the *School Act*, and the *Labour Relations Code*.

Between the Board of Trustees of the Prairie Rose Regional Division No 8 (hereinafter referred to as "the Board") of the first part, and The Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter referred to as "the Association") of the second part.

Whereas the Association is recognized as 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 negotiation between the parties; and

Whereas the parties desire that these matters be set forth in an agreement to govern the terms of employment of the said teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

#### **ARTICLE 1 - Recognition**

- 1.1 During the currency thereof, this agreement shall be applicable to all teachers employed by the Board, excluding thereout:
- The Superintendent,
  - Directors of Education.

#### **ARTICLE 2 - Term of Agreement**

- 2.1 This agreement takes effect on September 1, 1995 and terminates on August 31, 1997.  
Notwithstanding the termination date of this agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike or lockout commences, whichever comes first.
- 2.2 Either party may give to the other, not less than 30 days prior to the termination of this agreement, a notice, in writing of its intention to commence collective bargaining with a view to striking a new collective agreement. At the first meeting between the parties, both parties shall exchange particulars of all amendments sought.

#### **ARTICLE 3 - Salary Schedule**

**3.1** For the period September 1, 1995 through to August 31, 1996.

Years of teaching experience	Years of Education					
	One	Two	Three	Four	Five	Six
0				30,380	32,200	34,220
1				32,428	34,255	36,280
2				34,476	36,310	38,340
3				36,524	38,365	40,400
4				38,572	40,420	42,460
5			31,895	40,620	42,475	44,520
6			33,230	42,668	44,530	46,580
7			34,565	44,716	46,585	48,640
8			35,900	46,764	48,640	50,700
9			37,235	48,812	50,695	52,760
10		34,355	38,570	50,860	52,750	54,820
			@1,335	@2,048	@2,055	@2,060

For the period September 1, 1996 through to August 31, 1997.

The 1996/97 salaries shall be increased by a percentage amount determined by the following method of calculation:

--the percentage difference between \$30,380 (fourth year minimum grid position) and the provincial weighted average of the fourth year minimum position as of September 1, 1996, as reported by the Alberta School Boards Association Labour Relations Bulletin, shall be calculated.

--the percentage difference between \$50,860 (fourth year maximum grid position) and the provincial weighted average of the fourth year maximum position as of September 1, 1996, as reported by the Alberta School Boards Association Labour Relations Bulletin, shall be calculated.

--the average of these two percentage calculations shall be applied to increase the 1995/96 grid--providing that a minimum of 30 percent of the province's teacher contracts have been settled for the 1996/97 school year.

--if 30 percent of the teacher contracts have not been settled by September 1, 1996, the described calculation will be made at the time that 30 percent of the teacher contracts for the 1996/97 school year have been settled and paid retroactive to September 1, 1996.

**3.1.1** For the 1995/96 school year, all teachers who were employed by Redcliff School District No 2283 during the 1994/95 school year will be "red-circled" at their 1994/95 salaries:

Years of teaching experience	Years of Education					
	One	Two	Three	Four	Five	Six
0	34,349	34,349	27,279	30,336	32,390	34,301
1			28,377	32,294	34,349	36,260
2			29,476	34,253	36,307	38,218
3			30,574	36,212	38,266	40,177
4			31,674	38,171	40,224	42,135
5			32,772	40,129	42,184	44,095
6			33,871	42,375	44,428	46,339
7			34,969	44,620	46,674	48,585
8			36,069	46,865	48,919	50,830
9			37,263	49,110	51,165	53,076
10			38,457	51,356	53,410	55,321

For the 1996/97 school year, all teachers in Redcliff schools will be placed on the 1996/97 salary grid as established herein.

- 3.1.2** Teachers employed by Cypress School Division No 4 and placed at the seven year education/10 year experience salary during the 1994/95 school year will be "red-circled" at the 1994/95 salary rate of \$56,321.25 per annum until such time as the six year education/10 year experience salary level is equivalent to or greater than \$56,321.25.
- 3.2** The salary of a teacher shall be determined by the application of the applicable articles of this collective agreement. For the purpose of this agreement salary shall mean grid placement.
- 3.3** The Board shall pay all teachers monthly one-twelfth of the salary in effect for that month as hereinafter set forth and computed.
- 3.4** For the purpose of this collective agreement, teachers eligible for an allowance shall be paid monthly one-twelfth of the allowance with their salary.
- 3.5** Teachers under contract, and substitute teachers, shall be paid by the last banking Friday of the month with the exception of December and June when teachers shall be paid by the last teaching Friday or by equal pay periods as per mutual agreement.
- 3.6** The Board shall pay to any teacher who requests in writing by June 1 of the current school year, to have the contract amount yet unpaid, made payable on the last teaching Friday in June.
- 3.7** Payment for teachers shall be in accordance with the Memorandum regarding calculation of salary for the purpose of both payment and deduction, a Memorandum between the Association and the Alberta School Trustees' Association dated on or about January 6, 1972.

#### **ARTICLE 4 - Evaluation of Teacher Education**

- 4.1** 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, between the Department of Education, the Alberta School Trustees' Association and The Alberta Teachers' Association.

- 4.2 Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.
- 4.3 Each teacher claiming additional teacher education or commencing employment shall supply to the Board:
- (a) within 45 days of September 1,
  - (b) within 45 days of February 1,
  - (c) within 45 days of commencement of duties,
- whichever applies, a statement of qualifications issued by the Teacher Qualifications Service of the Association. Until the teacher submits the statement, the teacher shall be paid according to the most recent acceptable statement of qualifications or according to the minimum education requirements for that teacher's certificate.
- 4.4.1 If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement the salary adjustment shall be retroactive to September 1 or February 1, whichever applies for continuing teachers.
- 4.4.2 If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement the salary adjustment shall be retroactive to the date of commencement of employment for beginning teachers.
- 4.5 If proof of application for the statement of qualifications is not supplied within 45 days (as per clause 4.3) salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

#### **ARTICLE 5 - Recognition of Teaching Experience**

- 5.1 Allowing for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.
- 5.2 For purposes of this section, before experience increments are paid, the teacher shall be required to submit a statement from previous employers to the effect that such experience was in a school under the jurisdiction of a provincial, state or national department of education.
- 5.2.1 If evidence of prior teaching experience is submitted within 90 calendar days, the teacher shall be paid for experience increments retroactive to the commencement date of employment.
- 5.2.2 If evidence of prior teaching experience is not submitted within 90 calendar days after commencement of employment, the Board may evaluate the teaching experience.
- 5.2.3 If evidence of prior teaching experience is submitted after 90 calendar days after commencement of employment, the teacher's teaching experience increments will be adjusted on the beginning of the month following submission of proof.
- 5.3 A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 126 school days.
- A teacher under contract who teaches less than 126 school days with the Board in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the Board to a total of 126 days within a period of three consecutive years providing that a minimum of 40 days service with the Board be rendered per year.
- An increment shall be effective on September 1 or where applicable at the beginning of a semester, immediately following the attainment of the necessary accumulation of the aforesaid days.

#### **ARTICLE 6 - Additional Allowances**

**5.1 Principals**

1995/96

In addition to the salary as identified in article 3.1 or 3.1.1, each principal shall receive monthly, an allowance equal to one-twelfth of the following schedule, based on the number of teachers, including the principal and vice-principal:

- 4.2 percent of the fourth year minimum for each of the first five teachers.
- 1.2 percent of the fourth year minimum for each of the next ten teachers.
- one percent of the fourth year minimum for each remaining teacher.

For the purposes of this article, a proportionate allowance shall be paid for part-time teachers.

1996/97

The calculation of principals' allowances will be referred to a committee of principals for their recommendation for 1996/97. The amount available for principal's allowances in 1996/97 will be the total paid in 1995/96 plus an increase or decrease equivalent to the increase or decrease in the number of students or staff.

**6.2 Vice-Principals--**In addition to the salary as identified in article 3.1 or 3.1.1, each vice-principal shall receive 60 percent of the allowance paid to the principal.

**6.2.1** In a school where there is no vice-principal, a teacher shall be designated by the Board to be "acting-principal" in the absence of the principal and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of the principal's absence.

**6.2.2** In a school where both the principal and vice-principal are absent for a half day, a teacher shall be designated by the Board to be "acting-principal" and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of absence.

**6.2.3** When, in the absence of the principal, the vice-principal or acting-principal acts in the place of the principal for a period of five or more consecutive school days, the vice-principal or acting-principal shall receive an allowance of 1/200 of the principal's allowance as calculated in article 6.1, effective on the fifth day and for every consecutive school day thereafter until the principal returns.

**6.2.4** Payment for administration shall commence on the effective date of appointment of the administrator.

**6.3** Special Education Coordinator--In addition to the salary identified in article 3.1, the special education coordinator shall receive an allowance of \$5,200 per annum.

**6.4** Isolation Allowances--In addition to the salary under article 3.1, there shall be paid the following allowances to teachers employed by the Board in isolated locations who received an allowance in 1994/95:

1995/96 Bindloss - \$ 780 per teacher

Jenner - \$ 1,325 per teacher

Jenner Colony - \$ 935 per teacher

Roseglen Colony - \$ 935 per teacher

1996/97 Bindloss - \$ 390 per teacher

Jenner - \$ 662.50 per teacher

Jenner Colony - \$ 467.50 per teacher

Roseglen Colony - \$ 467.50 per teacher

1997/98 No allowance

**ARTICLE 7 - Substitute Pay**

- 7.1 Substitute teacher means a teacher employed on a day-to-day basis.
- 7.2 The rate of pay for substitute teachers shall be \$102 for the period September 1, 1995 through to August 31, 1997 and the subject payment includes holiday pay at the rates established by the Employment Standards Branch.
- 7.3 The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to placement on the salary grid and subject to the terms of this agreement.
- 7.4 Notwithstanding article 7.3, a substitute teacher who fills a teaching position for more than five consecutive days and who accepts a contract of employment with the Board, shall be paid effective the first day, according to placement on the salary grid.

#### **ARTICLE 8 - Sick Leave**

- 8.1 In the first year of service with the Board, a teacher shall be entitled to 20 school days of sick leave at full salary for the purpose of obtaining the necessary medical or dental treatment because of accident, sickness or disability.
- 8.2 After 20 school days of continuous disability in a teacher's first year of service, no further salary shall be paid. However, after 90 calendar days of continuous absence the provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefit, shall take effect providing the teacher is accepted by the insurance carrier as an extended disability claimant.
- 8.3 During the second and subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.
- 8.4 After 90 calendar days of continuous disability in a teacher's second and subsequent year of service, no further salary shall be paid. The provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefit Plan shall take effect, providing the teacher is accepted by the insurance carrier as an Extended Disability claimant.
- 8.5 When a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon the teacher's return to regular duties, shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:
- Less than one year of service - Nil
- After one year of service - 90 calendar days
- 8.6 Before any payment is made under the foregoing provisions, the teacher shall provide:
- (a) a statement, on 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 physician or dentist where the absence is for a period of more than three days.
- (c) when the absence extends for a period of over one month, the employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the absence.
- 8.7 When a teacher leaves the employ of the Board, all sick leave shall be cancelled.
- 8.8 Provisions of this article shall not be applicable when a teacher is on leave without pay.

#### **ARTICLE 9 - Professional Leave**

- 9.1 A teacher who has taught in the Board's school system for a minimum of five years may be granted a leave for professional development or for other reasons acceptable to the Board.
- 9.2 All applications for leave shall be submitted to the superintendent of the Board by February 1 preceding the school year in which the professional leave is to commence.

- 9.3 The application for professional leave must be considered by the Board and the applicant must be notified of the Board's decision within 45 calendar days of the date for receiving applications.
- 9.4 A teacher who is granted leave shall be returned to a position in the same school. This position will be a position no less favorable than the one held before the leave commenced.
- 9.5 An application shall be accompanied by a clear statement of the teacher's purpose.
- 9.6 In lieu of salary, a teacher while on professional leave, shall be granted an allowance equal to 50 percent of annual salary for the year in which leave is granted, payable in a manner agreed upon by both parties.
- 9.8 9.7 For a semester of professional leave, payment shall be 25 percent of annual salary for the year in which leave is granted, payable in a manner agreed upon by both parties.  
A teacher who is granted professional leave shall give an undertaking, in writing, to return to his/her duties for a period of at least two years. Should a teacher resign or retire prior to the completion of the two years of service, other than by mutual agreement between the Board and the teacher, repayment of leave salary shall be made to the Board on a prorata basis.
- 9.9 The Board shall, after receiving the applications for professional leave, grant one leave provided two applications are received and may grant two leaves provided three or more applications are received.

#### **ARTICLE 10 - Short Term Professional Leave**

- 10.1 In addition to the leave described in article 9, the Board may, at its discretion, grant short term professional leave. Such leave will be subject to the same provisions as outlined in 9.1 to 9.9 with the exception of the following:
- (a) the allowance paid will be for the period identified by the Board and payment will be made at the rate of 50 percent of the teacher's present salary.
  - (b) application for leave shall be made at least 45 days prior to the time the leave is to commence.
  - (c) the teacher is obligated to return to his/her respective duties for at least one year of employment after the leave is completed.
  - (d) for the purpose of this article, it is understood that no leave shall extend beyond a period of 45 days.

#### **ARTICLE 11 - Leave of Absence**

- 11.1 With Full Pay--A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be **an** authorized absence and approved by the Board pursuant to Section 92(1)(d)(ii) of the *School Act*. Where such teacher is absent:
- 11.1.1 For not more than five teaching days per occurrence per school year due to the critical illness or death of any one of the following legal relatives of the teacher or spouse: spouse, child, parent, brother, sister, daughter-in-law, son-in-law and grandchild.  
Where critical illness is not followed by death within 30 days, the Board may request, within 30 days, a medical certificate stating that critical illness was the reason for absence.
- 11.1.2 For not more than three teaching days per occurrence per school year due to the death of any one of the following legal relatives of the teacher or spouse: grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any other relative who is a member of the teacher's household.
- 11.1.3 For not more than one day per occurrence, to a maximum of two teaching days per school year, to attend the funeral of anyone not previously identified in 11.1.1 or 11.1.2.

- 11.1.4** Upon application to and at the discretion of the superintendent, additional leave may be granted for any good and valid reason, relating to the critical illness or death of any of the persons identified in 11.1.1, 11.1.2 or 11.1.3.
- 11.1.5** For the period of one day, plus one day for traveling when necessary, per school year, to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- 11.1.6** For not more than two days per school year for the purposes of writing examinations in academic or professional courses.
- 11.1.7** For those days on which a teacher is unable to reach the school from his usual place of residence because of impassable roads, when the absence is approved by the principal.
- 11.1.8** For one teaching day per school year in the event of the birth of the teacher's child or the adoption of a child by that teacher.
- 11.1.9** (a) For jury duty or for attending for selection purposes, or any summons related thereto.  
(b) To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the teacher.  
(c) Provided that in a and b, the teacher remits to the Board any witness fee or jury stipend, excluding allowances and/or expenses, set by the court or other body.
- 11.1.10** Personal leave for not more than one day in any school year may be requested by a teacher and shall be granted upon request for attending to private concerns. Where possible, at least one day of notice shall be given to the principal, or in the case of a principal, to the superintendent or his office.
- Personal leave under this clause may be accumulated to a maximum of four days, providing that the total number of personal leave days taken in any one school year under the above article does not exceed four days and providing that any day(s) so accumulated is/are not used prior to or following any statutory holiday unless prior approval of the superintendent is obtained.
- Personal leave accumulated under the terms of previous collective agreements by teachers employed by Prairie Rose Regional Division during 1994/95, will be carried forward to this collective agreement.
- 11.2** With Partial Pay--Temporary leave of absence, with pay, shall be granted to a teacher as follows; provided that an amount equivalent to the salary of a substitute teacher, as stated in clause 7.2, is forthcoming to the Board through payroll deduction or payment from other sources.
- 11.2.1** Personal leave for not more than three days in any school year may be requested by a teacher and shall be granted upon request for attending to private concerns. Where possible, at least one day of notice shall be given to the principal, or in the case of a principal, to the superintendent or his office.
- 11.2.2** For the period of one day plus one day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.
- 11.2.3** To attend the Annual Representative Assembly of The Alberta Teachers' Association as an official delegate.
- 11.2.4** For the purpose of serving on the teacher's negotiating committee, with the understanding that the Board shall be reimbursed by the Association, an amount equal to the salary of a substitute teacher for each teacher so occupied up to five days and further at a rate equal to 1/200 of that teacher's annual salary for all subsequent days.
- 11.2.5** For attendance at meetings of committees of the Department of Education and/or for attendance at meetings or functions at the request of the provincial or local Alberta Teachers' Association that are approved by the Superintendent or his designate.



**11.3 With or Without Pay**

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

**ARTICLE 12 - Maternity and Adoption Leave**

- 12.1** For those teachers who, when on maternity leave approved by the Board, have applied for and are in receipt of maternity leave benefits payable by Employment and Immigration Canada, may apply for benefits in accordance with the Board's Supplemental Unemployment Benefit Plan, a copy of which is attached as an addendum to this agreement. The said plan, approved under the conditions of subsection 57(13) of the Unemployment Insurance Regulations, will "top up" to 95 percent, the regular salary of those qualified.
- 12.2** A teacher is entitled to maternity leave beyond that acknowledged under the terms and conditions of the Supplementary Unemployment Benefit policy, and/or adoption leave without pay and is entitled to return to a teaching position at the expiration of such leave.
- 12.2.1** A teacher applying for extended maternity leave shall provide 60 days notice to the Board or superintendent, prior to the commencement of such leave.
- 12.2.2** A teacher applying for adoption leave shall provide 60 days notice to the Board or superintendent unless matters arising from the adoption procedures prevent such notice. In this instance, the leave application will not be denied.
- 12.2.3** This leave (duration, commencement and return) shall be mutually agreed upon between the teacher and the superintendent or designate. Consideration should be given to natural breaks in the school year.
- 12.2.4** Teachers on maternity or adoption related leave may make arrangements through the office to prepay premiums for applicable benefits on a monthly basis, after the expiration of the maternity leave.

**ARTICLE 13 - Transfers**

- 13.1** If it is necessary for the Board to transfer a teacher from one school to another within the Division, the Board shall reimburse the moving expenses incurred by the teacher to a maximum of \$750. This article does not apply to a teacher who has requested a transfer.
- 13.2** Any teacher who becomes an employee of the Board as a result of the provision of Section 213(1)(2)(3) of the *School Act*, shall retain any designation received from the previous Board, provided that the teacher remains in the same school plant.

**ARTICLE 14 - Group Insurance**

- 14.1** The Board shall effect and maintain:
- (a) Alberta School Employee Benefit Plan (ASEBP)
    - i) Extended Disability Benefit (EDB) - Plan D
    - ii) Life, Accidental Death and Dismemberment - Schedule 2
    - iii) Extended Health Care - Plan 1
    - iv) Dental Care - Plan 3
  - (b) Alberta Health Care Plan
- Applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.
- 14.2** All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, Life, Accidental Death & Dismemberment, Schedule 2; Extended Disability Benefit, Plan D.

- 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; 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 toward the monthly premium of each plan as follows:
- 1995/96 a) Life--90 percent  
 b) EDB--90 percent  
 c) Extended Health--90 percent to a maximum of \$55 (F) and \$22.75 (S)  
 d) Dental Plan--90 percent to a maximum of \$67.30 (F) and \$24.75 (S)  
 e) Alberta Health--90 percent to a maximum of \$61.20 (F) and \$30.70 (S).
- 1996/97 a) Life--90 percent  
 b) EDB--90 percent  
 c) Extended Health--90 percent to a maximum of \$56 (F) and \$23.20 (S)  
 d) Dental Plan--90 percent to a maximum of \$68.60 (F) and \$25.25 (S)  
 e) Alberta Health--90 percent to a maximum of \$63 (F) and \$31.20 (S).
- 14.5** Part-time teachers and those on professional leave, who are eligible to participate in these plans, shall be paid an allowance on a prorata basis.

#### **ARTICLE 15 - Grievance Procedure**

The following grievance procedure is in accordance with the requirements of the *Labour Relations Code* and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this collective agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

Step 1--Such differences (hereinafter called a "grievance") shall first be submitted in writing to the chairperson of the ATA Local Economic Policy Committee, the chairperson of the ATA Local Grievance Committee and the secretary-treasurer of the Board.

(a) Such written submission shall be made within 21 days from the date the grievor first had knowledge of the alleged violation.

(b) The submission shall set out the nature of the grievance, the articles of this agreement which are alleged to have been violated, and the remedy sought.

Step 2--In the event the grievance is not settled within 15 days from the date of the submission in accordance with Step 1, then within a further period of 15 days the grievance shall be referred in writing to the grievance committee.

(a) Such grievance committee shall consist of two representatives of the Association and two representatives of the Board.

(b) This grievance committee shall meet and endeavor to resolve the grievance, and shall render its decision within 15 days following receipt of the submission.

(c) If the majority of the grievance committee reaches a decision as to the disposition of the grievance, the decision shall be final and binding on both parties. A majority decision shall be the decision of three members of the grievance committee.

Step 3--In the event the grievance committee does not meet within 15 days following receipt of the submission, or in the event that the committee does not reach a majority decision within the said time limitation, then either party may, by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 days after the 15-day limitation in Step 2(b) expires.

(b) Concurrently with the notice by the party requiring the establishment of an arbitration board, the party shall name its nominee to the arbitration board, and the recipient of the notice shall within five days inform the other party of its nominee to the arbitration board.

(c) The two nominees so appointed shall within five days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, either party may request the Director of Mediation Services with Alberta Department of Labour to make the necessary appointment.

Step 4--The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

(a) Such award shall be final and binding upon the parties and upon any employee affected by it.

(b) The decision of a majority of the arbitration board is the award of the arbitration board, but where there is no majority the decision of the chairman governs and shall be deemed to be the award of the arbitration board.

(c) The arbitration board by its decision shall not alter, amend or change the terms of this agreement.

(d) Each party to the grievance shall bear the expense of its respective nominee, and the two parties shall bear in equal proportions the expense of the chairman.

(e) All of the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to an arbitration board) if one of the parties fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be concluded in the other party's favor.

(f) Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

#### **ARTICLE 16 - General Clauses**

**16.1** The parties hereby recognize that basic to the proper management and administration of a school system it is the Board's right and responsibility to formulate and adopt policies and regulations.

**16.1.1** A policy committee shall be established and it shall consist of four Board appointed members and four teacher appointed representatives.

**16.1.2** Before Board approval of any new policy, amendments to or cancellation of an existing policy affecting employees covered under this agreement, the policy in question will be reviewed by the policy committee. The policy committee will recommend what action it requests the Board to take.

**16.1.3** If either the Board or teachers do not accept the recommendations of the policy committee, the policy will be referred back to the policy committee for further study. However, if after a reasonable period of time, agreement cannot be reached by the policy committee, the Board may take what action it deems necessary.

**16.2** Any teacher required to teach in more than one school on the same day, shall receive a travel allowance of \$.30 per km for such days when the distance travelled between schools exceeds eight kilometres.

**16.3** The Board shall provide each teacher in its employ with a copy of the collective agreement and a copy of the Alberta School Employee Benefit Plan explanatory booklet as well as the member's insurance card. A copy of the Board's current policy handbook shall be placed in each staff room.

- 16.4 When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school.
- 16.5 Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of this agreement.  
The enforcement of this article is suspended for the period September 1, 1995 through to August 31, 1997.
- 16.6 If the Board wishes to change the commencement date of the school year, they shall notify the teachers of such changes at least three months prior to the commencement of that school year.
- 16.7 This agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 16.8 It is agreed that the UIC rebate is being shared according to Section 64(4) of the *Unemployment Insurance Act* by the benefits contained in this agreement.
- 16.9 The Board shall deduct ATA membership fees from the salary of every teacher it employs, other than those identified in article 1.1, and shall remit the membership fees to The Alberta Teachers' Association monthly. Upon request, the Board will provide a list of teachers in its employ to the ATA.
- 16.10 All previous collective agreements between or affecting the parties are hereby cancelled.

#### **ARTICLE 17 - Board Prerogatives**

- 17.1 The Board retains all those residual rights of management not specifically limited by the terms of this agreement, providing the Board acts reasonably, fairly and justly in the exercise of those rights.

#### **ARTICLE 18 - Date of Agreement**

- 18.1 The parties hereto executed this agreement this 10 day of November AD, 1995, by affixing the signatures of their proper officers on their behalf.

#### ADDENDUM

##### Supplementary Unemployment Benefit Plan

##### Coverage

The following employees of the Board of Education are covered by the Supplemental Plan:

All female employees eligible for sick leave benefits covered under the collective agreement between the Prairie Rose Regional Division No 8 and The Alberta Teachers' Association.

##### The Plan

1. The Board agrees to pay, during the health-related portion of maternity leave after the birth of the child, a supplementary unemployment benefit which shall provide teachers on maternity leave with an amount equal to 95 percent of the employee's normal weekly earnings. The Board will also pay the portion of the teacher's benefit plan premiums specified in article 14 of this collective agreement.
2. This Supplementary Unemployment Benefit shall replace sick leave benefits during the health-related portion of the maternity leave that is after the birth of the child.
3. Each teacher shall advise the Board by letter that they have applied for Unemployment Insurance Special Benefits. At this time (beginning of the teacher's UI entitlement period) the teacher will commence receiving the Board portion of the Supplementary Unemployment Benefits. The SUB may be

aid to an employee who is not in receipt of UI only if the reason for not being in receipt is the employee is serving the two week UI waiting period.

4. The Board agrees to pay the Supplementary Unemployment Benefits for up to 13 weeks or for the period covered by accumulated sick leave, whichever is less.

5. The Board shall advise the teacher to apply for extended disability benefits (EDB) at least 30 days in advance of her expected eligibility for such benefits. After 90 consecutive calendar days of disability the teacher shall apply for EDB benefits and no further salary, health plan premiums or Supplementary Unemployment Benefits shall be payable by the Board.

#### 6. Effective Date

This plan will come into effect as of September 1, 1995 and will continue in effect for the duration of this collective agreement.

#### 7. Finances

This plan will be financed through general revenues of Prairie Rose Regional Division No 8.

The Board shall keep separate records of benefits paid from this plan.

#### 8. Accumulated Benefits

Payments received under the Supplementary Unemployment Benefit Plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

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