

Wages

SOURCE	Sch. Bd.		
EFF.	95	09	01
TERM.	97	08	31
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYES	OK		

## Collective Bargaining Agreement

### ST PAUL EDUCATION REGIONAL DIVISION NO 1

*[replaces Glen Avon PS, St Paul SD, St Paul Co, St Paul Reg HS and Two Hills Co]*

**1995/96, 1996/97**

The St Paul Education Regional Division No 1 (hereinafter called the Board), of the first part and The Alberta Teachers' Association, a body corporate incorporated under the laws of the Province of Alberta, (hereinafter called the Association), acting on behalf of the teachers employed by the Board, of the second part.

Whereas the Board recognizes the Association is the bargaining agent for the teachers employed by the Board; and

Whereas terms and conditions of employment and salaries of the teachers have been the subject of negotiations between the parties; and

Whereas the parties desire that these matters be set forth in a collective agreement.

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

#### 1. Management Rights

1.1 The Board retains all rights of management limited only by the express terms of this collective agreement.

#### 2. Recognition

2.1 This collective agreement applies to those employees of the Board who as a condition of employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively call the teachers, or, where the context requires, teacher.

2.2 Notwithstanding clause 2.1, the following employees shall be excluded from this collective agreement:

- (a) superintendent
- (b) assistant superintendent(s)
- (c) associate superintendent(s)

#### 3. Effective Date

3.1 Unless otherwise specified, this collective agreement shall be in full force and effect from the first of the month following ratification to August 31, 1997.

✍

10588(01)

- 3.2** Not less than 60 days nor more than 150 days prior to the termination of this collective agreement, either party may give to the other party a notice in writing of its intention to commence collective bargaining.
- 3.3** At the first meeting between the parties following a written notice of the intention to commence collective bargaining, the parties shall exchange particulars of all amendments which they wish to consider during collective bargaining.

#### **4. Salary Schedule and Payment**

- 4.1** Save and except substitute teachers, the Board shall pay each teacher 1/12 of the teacher's annual salary on or before the last teaching Friday of each calendar month from September through June and on or before the last banking Friday in July and August.
- 4.2** Notwithstanding clause 4.1, should Good Friday fall on the last Friday of the month, teachers shall receive their cheques on or before the last teaching day of that month.
- 4.3** The Board shall pay its teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.
- 4.3.1** The Board shall pay salaries to teachers on a part-time contract on a prorata basis.
- 4.4** The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Board.
- 4.5** Salary schedule as follows:

Effective September 1, 1995 to August 31, 1996

Years of experience	Years of teacher education					
	One	Two	Three	Four	Five	Six
0	19,860	21,831	25,170	30,398	31,922	33,806
1	20,917	23,052	26,508	32,424	33,963	35,848
2	21,977	24,273	27,848	34,459	36,007	37,890
3	23,031	25,494	29,188	36,486	38,046	39,932
4	24,090	26,716	30,529	38,516	40,089	41,973
5	25,146	27,937	31,867	40,542	42,133	44,020
6	26,204	29,158	33,208	42,570	44,175	46,058
7	27,261	30,378	34,547	44,601	46,215	48,103
8	28,319	31,600	35,888	46,629	48,258	50,144
9	29,375	32,821	37,227	48,657	50,300	52,181
10	30,433	34,040	38,567	50,688	52,343	54,230

Effective September 1, 1996 to August 31, 1997

Years of experience	Years of teacher education					
	One	Two	Three	Four	Five	Six
0	20,099	22,093	25,472	30,763	32,305	34,212
1	21,168	23,329	26,826	32,813	34,371	36,278
2	22,241	24,564	28,182	34,873	36,439	38,345
3	23,307	25,800	29,538	36,924	38,503	40,411
4	24,379	27,037	30,895	38,978	40,570	42,477
5	25,448	28,272	32,249	41,029	42,639	44,548
6	26,518	29,508	33,606	43,081	44,705	46,611
7	27,588	30,743	34,962	45,136	46,770	48,680
8	28,659	31,979	36,319	47,189	48,837	50,746
9	29,727	33,215	37,674	49,241	50,904	52,807
10	30,798	34,448	39,030	51,296	52,971	54,881

## 5. Additional Allowances

In addition to the foregoing salary, there shall be paid annual allowances in accordance with the following schedule. Any new position created by the Board pursuant to clause 5.7 shall fall into the existing categories of consultant I or consultant II.

**5.1** Consultant I: \$1,900

**5.2** Consultant II: \$2,990

**5.3** Principal's Allowances:

for the first 150 pupils: \$50 per student

for the next 125 pupils: \$22 per student

for the next 100 pupils: \$10 per student

for each student thereafter: \$6 per student.

**5.3.1** The principal's allowance for Poundmaker's shall be \$5,884.

**5.3.2** Principal's allowances are to be effective September 1, 1995.

**5.4** Assistant Principal(s)

**5.4.1** The assistant principal's allowance payable shall be the allowance payable pursuant to clause 5.3 and clause 5.3.1 for Poundmaker's.

**5.4.2** Where there is more than one assistant principal, a sum equal to 90 percent of that payable pursuant to clause 5.3 shall be divided between the incumbents in the ratio of their responsibilities.

**5.5** Effective September 1, 1996 a teacher of a one room school shall be paid an annual allowance calculated on the basis of \$50 per student in the school. The teacher shall not be eligible for any other additional allowance set forth in article 5.

**5.6** For the purposes of determining allowances based on student count, such count shall be September 30 of each school year. Each student from K-12 shall be counted as one student for this allowance.

**5.7** The Board may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be established by the Board and the matter may be a subject for negotiation during the next round of collective bargaining between the parties to the collective agreement.

**5.8** Payment of Allowances

**5.8.1** Payment of administrative allowances shall commence on the effective date of appointment.

**5.8.2** When in the absence of the principal, an assistant principal or a teacher acts in his/her place for a period of five or more consecutive school days, the assistant principal or teacher shall be designated as acting principal effective the sixth consecutive school day and from that date shall be paid as a principal for the period during which he/she is so designated.

## **6. Years of Teaching Experience**

**6.1** A year of teaching experience shall be earned by service for at least 125 teaching days as defined in the *School Act*, section 78(a), Chapter S-3.1, 1988 . Such teaching experience must be earned within two consecutive years with the same Board. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year or until February 2 in the event that the teaching experience is recognized on the February 1 adjustment date. Substitute teaching shall not be counted as teaching experience for purposes of this clause.

**6.2** The number of years of teaching experience earned by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. For the purpose of this clause, a year of teaching experience shall mean a year determined in accordance with clause 6.1 above.

**6.3** Salary adjustment dates shall be September 1, February 1, or on the commencement date of employment provided however, that no teacher shall receive more than one experience increment in any one school year.

**6.4** Part-time and temporary teachers are entitled to one increment for each 125 full-time equivalent teaching days, accumulated under contract in the immediately preceding two years, provided such service has not previously been counted for increment purposes. Payment for the increment shall begin in the month following the advisement in writing by the teacher in which he/she has accumulated the 125 teaching days.

**6.5** Proof of previous experience must be submitted to the Board within 45 calendar days of commencement of the school year, or commencement of employment, whichever is applicable. Satisfactory evidence shall be deemed to include a letter of documentation from previous school boards or an affidavit, signed by the teacher, that he/she has applied for same.

**6.5.1** 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, whichever is applicable.

**6.5.2** If such evidence is not submitted within 45 calendar days, the teacher shall be paid according to the salary schedule based upon the most recent statement of experience which is acceptable by the Board, or at the minimum of his/her category according to years of university education. Teacher salary shall be adjusted effective the beginning of the month following submission of such evidence.

## **7. Years of Teacher Experience**

**7.1** The evaluation of a teacher's education for salary purposes shall be determined by a statement of qualifications issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

- 7.2** Salary adjustment dates shall be September 1, February 1, or on the commencement date of employment.
- 7.3** Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall supply to the Board, within 45 days of commencement of duties, the first day of each school year or February 1, a statement of qualifications to be issued by the Teacher Qualifications Service, or proof of having applied for same. 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 qualification or according to the minimum education requirements for a teaching certificate.
- 7.4** If proof of application for a statement of qualifications is supplied within 45 days, the teacher shall be paid according to the evaluation retroactive to the date of commencement of duties of the present school year. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the first day of the month following the submission of a statement of qualification, or proof of application. Proof of application shall be confirmed by a letter of acknowledgement as provided by the Teacher Qualifications Service.
- 8. Vocational Teachers**
- 8.1** A vocational teacher is a person offering instruction in any subject requiring teacher qualifications and a journeyman's certificate.
- 8.2** The Board, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing him/her on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that this placement shall not exceed the fifth step in the applicable category and provided that the Board will effect a minimum placement on the basis of one year teaching experience for two years of related trade experience.
- 8.3** Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this collective agreement, up to the maximum provided in the applicable category.
- 8.4** Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in his/her previous category placement.
- 9. Substitute Teachers**
- 9.1** A substitute teacher means a teacher employed on a day-to-day basis.
- 9.2** The rate of pay for substitute teachers including vacation pay, shall be \$102 per day and \$55 for 1/2 day or less (effective the first of the month following ratification by both parties).
- 9.3** 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 day and from that date, according to placement on the salary schedule subject to the terms of this collective agreement.
- 10. Sick Leave**
- 10.1** 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. After completion of one year of employment with the Board, a teacher shall be granted 90 calendar days of sick leave credits provided continuity of employment remains unbroken.
- 10.1.1** During the first year of employment, should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, in the same school year, shall be applied and any salary adjustments required shall be made on the last cheque issued to the teacher for the current school year.
- 10.1.2** After one year of continuous service, a teacher who returns to duty after absence due to illness shall be credited with 90 calendar days of sick leave credits.

- 10.2.1** Notwithstanding clause 10.1.2, a teacher, upon returning to duty from a period of sick leave in excess of three consecutive teaching days but less than 90 consecutive calendar days will, if that teacher does not take any sick leave for the same condition during the first 10 consecutive teaching days following return to duty thereafter, have their sick leave entitlement reinstated to 90 calendar days. If sick leave is taken during the first 10 consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.
- 10.1.3** A teacher who, on the effective date of this collective agreement, was credited with more than 90 days of sick leave credits shall retain such credits subject to reductions arising out of claims made in accordance with the terms of this collective agreement, until the sick leave credits of the teacher is reduced to 90 calendar days.
- 10.2** If a teacher is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period or periods exceeding his/her sick leave credits, he/she shall be paid his/her salary to the extent of the sick leave which stands to his/her credit and his/her sick leave shall then be reduced accordingly.
- 10.3** If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive teaching days, the teacher shall be required to present a medical certificate.
- 10.4** A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving the reason for such absence.
- 10.5** The Board, at its expense, may require a medical examination by a medical practitioner of its choice.
- 10.6** When a teacher has been absent on sick leave in excess of 20 consecutive school days and wishes to return to work, the teacher may be required by the Board to provide medical evidence stating that the teacher is fit to perform regular duties.
- 10.7** A teacher who meets the qualifying period for extended disability benefits under the Alberta School Employee Benefit Plan shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.
- 11. Health Plan Benefits**
- 11.1** The Board shall pay 85 percent of the cost of the teachers' monthly premium payable for benefits under the provisions of the Alberta School Employee Benefit Life Insurance - Schedule 2 and Extended Disability Plan (D).
- 11.2** The Board shall pay 85 percent of teachers' premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Health Care Benefits, Plan 1.
- 11.3** The Board shall pay 85 percent of teachers' premiums payable for Alberta Health Care.
- 11.4** The Board shall pay 85 percent of the cost of the teacher's monthly premium payable for benefits under the provision of the Alberta School Employee Benefit Plan-Dental Care, Plan No 3.
- 11.5** The above plans shall be a condition of employment for all eligible teachers.
- 11.5.1** Notwithstanding 11.5, a teacher may waive participation in the insurance plans under clauses 11.2, 11.3 and 11.4, if the teacher provides proof of alternate coverage through his/her spouse.
- 11.6** Premiums paid by the Board will be contributed on a prorata basis for eligible teachers working less than full-time.
- 11.7** The Board shall retain all UIC rebates required under Canada Employment and Immigration Commission.

**11 Professional Improvement Leave**

- 12.1** Professional improvement leave shall mean a leave of absence granted by the Board at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.
- 12.2** To be eligible for professional improvement leave the teacher shall have served the Board for a minimum of five years. The Board, however, may grant a professional improvement leave to a teacher regardless of years of service with the Board.
- 12.3** A teacher who is granted professional improvement leave shall, as part of the initial request for leave, give an undertaking in writing to return to his/her duties following the 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 two years after resuming duties. Should a teacher fail to comply with this clause he/she shall repay the allowance on a prorata basis as described in the undertaking in writing.
- 12.4** All applications for professional improvement leave for a full year or for a semester shall be submitted to the Board by March 1 preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by December 31 preceding the session in respect of which the application is made.
- 12.5** The Board after reviewing the applications, shall notify by April 1, following the deadline for application as to whether or not the applicant is granted professional improvement leave.
- 12.6** A teacher who is granted professional improvement leave for the year shall receive a salary equal to 70 percent of minimum of category 4 on the salary grid payable in 10 equal instalments on the last day of each month. The teacher will be responsible for the full amount of premiums associated with any benefit plans the teacher is participating in.
- 12.6.1** Professional improvement leave may be granted for spring classes at university. A teacher granted such leave shall receive as salary 20 percent of the annual professional improvement leave allowance in two equal monthly instalments.
- 12.7** Prior to leave being granted, the Board and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

**13. Leaves of Absence****13.1** Leave for Bereavement and Critical Illness

- 13.1.1** Temporary leave of absence necessitated by critical illness or death of spouse, parents or children shall be granted by the Board, with pay, for a time up to and including five days.
- 13.1.2** Temporary leave of absence necessitated by critical illness or death of a brother, sister, parents of spouse, brother or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent of spouse shall be granted by the Board, with pay, for a time up to and including three days. Additional compassionate leave where required, may be granted upon application to the Board.
- 13.1.3** For purposes of clause 13.1 critical illness shall mean a life threatening illness and shall be determined by a certificate from a medical doctor if required by the Board.
- 13.1.4** Temporary leave of absence to attend the funeral of an aunt, uncle, niece or nephew shall be granted by the Board, with pay less the cost of a substitute for a time up to and including one day.

**13.2** Leave for Negotiations and Association Business

- 13.2.1** Leave of absence for salary negotiations shall be granted to a maximum of four teachers without loss of salary provided that an amount equal to the salary of a substitute teacher as provided by clause 9.2 is paid by the Association to the Board for each day of such leave,

- 13.2** Where the Board grants leave for Association business such leave shall be without loss of salary provided that an amount equal to the salary of a substitute teacher as provided in clause 9.2 is paid by the Association to the Board for each day of such leave.
- 13.3** Maternity and Adoption Leave
- 13.3.1** Maternity leave will be for a maximum of 18 weeks and will be without pay and without Board contributions to health plan benefits except that the Board will pay its portion of contributions for health plan benefits when the teacher is in receipt of sick leave preceding the 10 weeks before the estimated date of delivery and when the teacher is in receipt of benefits under the Board's SUB plan.
- 13.3.2** When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher will be eligible for one of the following options. Such absences must be supported by medical documentation.
- a) If the absence occurs prior to 10 weeks before the estimated date of delivery, the teacher will be placed on sick leave, to the extent that sick leave credits for the teacher exist, until such point as the teacher is eligible to apply for extended disability benefits or the date 10 weeks prior to the estimated date of delivery. At the date which is 10 weeks prior to the estimated date of delivery, the teacher must commence her maternity leave, make application for unemployment benefits and proceed to the Board's SUB plan.
- b) If the absence occurs within the 10 week period before the estimated date of delivery, the teacher must commence her maternity leave, make application for unemployment benefits and proceed to the Board's SUB plan.
- c) If the teacher remains at work until the date of her delivery, on that date, the teacher must commence her maternity leave, make application for unemployment benefits and proceed to the Board's SUB plan.
- d) Should the teacher not be eligible for UI maternity/parental benefits under subclauses a), b) and c) above, the teacher will be eligible to access sick leave credits, to the extent that sick leave credits exist for the teacher, during the health related portion of the maternity leave.
- 13.3.3** The SUB plan of the Board will provide, during the two week waiting period and while the teacher is receiving UI benefits, top up of a teacher's normal weekly earnings:
- a) for a period equivalent to the number of sick leave credits available to the teacher where such credits are less than 90 calendar days, or
- b) for a period of 13 weeks, or
- c) until the teacher is eligible to apply for extended disability benefits  
whichever is the shortest period.
- 13.3.4** When a teacher has been absent from work and unable to perform duties due to her pregnancy for a period of 90 consecutive calendar days, the teacher must apply for extended disability benefits. At this point, a teacher in receipt of salary or SUB plan benefits will no longer receive these payments from the Board.
- 13.3.5** The provisions of the sick leave article do not apply where a teacher is unable, due to pregnancy, to report to work and perform duties except in the circumstances addressed in 13.3.2 (a) and (d) above.
- 13.3.6** When a teacher is on sick leave or on the Board's SUB plan, the Board will continue to contribute its portion of premiums for health plan benefits. When the Board's contributions cease, the teacher will, subject to ASEBP's approval, have the option of remaining on her health plan benefits provided the teacher contributes 100 percent of the required premiums.



- 13.3.7** A teacher intending on taking a maternity leave shall submit a medical certificate attesting to pregnancy and indicating the expected date of delivery. A teacher who wants to commence her maternity leave prior to being unable, due to her pregnancy, to attend at work and perform duties should provide the Board with as much advance notice as possible, but in no instance, less than two week's notice.
- 13.3.8** In addition to the maternity leave period of 18 weeks, the Board will also provide a period of leave, contiguous with the maternity leave, of up to 34 weeks without pay and Board contributions to health plan benefits. The terms of the personal leave will be arranged between the teacher and the Board.
- 13.3.9** A teacher returning from maternity leave or personal leave under clause 13.3.8 should give the Board as much advance notice as possible, but in no instance, less than two week's notice. On return to work from maternity leave, the teacher will be provided her former position, if practicable, or a comparable position. This does not imply that the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.
- 13.3.10** A teacher wishing to return to work prior to the expiration of the six week period following delivery of the teacher's child, could be asked to provide medical documentation indicating that the teacher is medically able to return to work and perform duties with the Board.
- 13.3.11** Adoption leave will be made available in accordance with the *Employment Standards Code*. During adoption leave, sick leave, SUB plan benefits and Board contributions to health plan benefits will not apply.
- 13.4** The Board shall grant one day with full pay and benefits for paternal leave.
- 13.5** Other Leaves of Absence
- 13.5.1** Personal Leave
- a) A maximum of two days per school year shall be granted for personal reasons provided that an amount equal to the salary of a substitute, as provided by the substitute pay provision of this agreement, is forthcoming to the Board through payroll deductions or payment from other sources.
- b) The unused portion of personal leave as granted in section a) above shall accumulate to the credit of each teacher to a maximum of four days. If two or three days are to be taken on consecutive school days, it shall be at a time mutually agreeable to the principal and the teacher.
- 13.5.2** Leave of absence without loss of salary shall be granted:
- a) For a maximum of three days per school year with full pay for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by clause 10 is reduced by a corresponding amount. A medical certificate shall be provided in order to establish eligibility for benefits under this clause. The definition of family is to include son, daughter or spouse and any dependent residing in the immediate household.
- b) For jury duty or any summons related thereto.
- c) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set forth by the court or other body and further provided that the teacher is not charged with any offence.
- 13.5.3** Additional leaves of absence may be granted by the Board, with or without pay, at the discretion of the Board.
- 14. School Year**
- 14.1** No teacher will be required to render services for more than 200 days in any school year.

**14 ?** Notwithstanding clause 14.1, teachers designated as administrative or supervisory personnel will *so* organize their work that their school and/or functional responsibilities will be ready for operation on the opening day of school of each school year.

## **15. Transfers**

**15.1** When the Board initiates a teacher's transfer, notwithstanding school closure, to another school, the Board shall pay the reasonable moving expenses, not to exceed \$1,500, from the school or residence, whichever is closer (in excess of 90 km one way), necessarily incurred by the teacher and the teacher's family as a result of such transfer, provided that such transfer requires a change of residence.

## **16. Grievance Procedure**

**16.1** Any difference between any employee covered by this collective agreement and the Board, or in a proper case between the Local of The Alberta Teachers' Association and the Board concerning the interpretation, application, operation or alleged violation of this collective 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.

**16.2** Such difference (hereinafter called a "grievance") shall first be submitted in writing to the secretary-treasurer of the Board and the secretary of the Local of the ATA. Such grievance shall set out the nature of the grievance, the articles of this collective agreement which it is alleged to have been violated and the remedy sought and shall be submitted within 20 days from the date the grievor first had knowledge of the incident giving rise to the grievance.

**16.2.1** 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 lapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing to the secretary of the economic policy committee of the Greater St Paul ATA Local No 25 and the secretary-treasurer of the Board who in turn shall notify their respective grievance committee. Such grievance committee shall be composed of two Board members and two members of the Greater St Paul ATA Local No 25. 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 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.

**16.3** If the grievance committee does not reach a unanimous 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 may be given within 10 days after the date of the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

**16.3.1** Each party shall appoint one member as its representative on the arbitration board within seven school days of such notice and shall *so* inform the other party of its appointee. The two members *so* appointed shall, within five school days of the appointment of the second of them appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.

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

- 16.4** The arbitration board shall not change, amend or alter any of the terms of this collective agreement. All grievances or differences submitted shall present an arbitrable issue under this collective agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this collective agreement or that involves the determination of a subject matter not covered by, or arising during the term of this collective agreement.
- 16.4.1** The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Board.
- 16.5** The arbitration board shall give its decision not later than 14 school days after the appointment of the chairperson, provided however, that this time period may be extended by written consent of the parties.
- 16.6** Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairperson.
- 16.7** All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 16.7.1** In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be at an end.
- 16.7.2** Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.
- 17. Probationary Period**
- 17.1** A continuing contract shall be issued to teachers who have completed one year of service with the Board, provided they are recommended by the superintendent and approved by the Board.
- 18. Successors**
- 18.1** This agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 19. Advisory Committee**
- 19.1** The Board and The Alberta Teachers' Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees and teachers.
- 19.2** The parties hereby agree that there shall be constituted an advisory committee for the purpose of considering matters of concern related to school affairs, including proposed educational policy changes and changes in conditions of professional service and communicating thereon the views of the respective parties.
- 19.3** The advisory committee shall consist of authorized representatives of teachers, appointed by their local professional council, elected Board members and their appointees.
- 19.4** This committee shall meet initially within the first two months of the school year, with the exception of a municipal election year, which would then be within the first three months of the school year.
- 20. Travel Expenses**
- 20.1** When a teacher is required to travel from one school to another during the school day as a condition of employment, excluding teacher inservices and field trips, where travel is greater than 10 kilometres, the teacher will be reimbursed for mileage between schools at a rate set by the Board.
- 21. Other Clauses**

**21.4** The Board shall provide a minimum of one hour per month for staff meetings during the regular school day, notwithstanding the 1995-96 school year.

---

---

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

**[Return to ATA Home Page](#)**

---

---

**© The Alberta Teachers' Association  
Page last modified 1997 10 07**