

**COLLECTIVE AGREEMENT - 1993-94 and 1994-95**

SOURCE	ATA		
EFF.	93	09	01
TERM.	95	08	31
No. OF EMPLOYEES	172		
NOMBRE D'EMPLOYÉS	172		

**WITNESSETH**

This agreement is made pursuant to The School Act, and The Alberta Labour Relations Code.

**BETWEEN** the Fort Vermilion School Division No. 52 (hereinafter called the "Board") of the First Part, and The Alberta Teachers' Association, a body corporate, incorporated under the laws of the Province of Alberta (hereinafter called the "Association") of the Second Part.

**WHEREAS** the Association is the bargaining agent for the teachers employed by the Board,

**AND WHEREAS** certain terms and conditions of employment and salaries of teachers have been the subject of negotiations between the parties;

**AND WHEREAS** the parties desire that these matters be set forth in an agreement concerning the terms of employment of the said teachers.

**NOW THEREFORE** this agreement witnesseth that in consideration of **these** premises and of the mutual and other covenants herein contained the parties agree **as** follows:

1. **COVERAGE**

During the currency thereof this agreement shall be applicable to all teachers employed by the Board under engagement pursuant to The School Act.

1.1 **BARGAINING UNIT**

This agreement applies to those employees of the Board who, **as** a condition of employment, must possess a valid teaching certificate or letter of authority issued by **Alberta** Education, herein collectively referred to **as** teachers, or where the context requires, teacher.

1.2 **EXCLUSIONS**

Notwithstanding Clause 1.1 employees holding the following designations shall be excluded from this agreement:

- (a) Superintendent and any other designations which include the term Superintendent.

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1.3 The salaries and terms and conditions of the teachers' employment with the Board are governed by the provisions of this agreement and any statutory provisions relating thereto.

1.4 RESIDUAL RIGHTS

The Board retains all residual rights of management not specifically limited by the terms of this agreement.

2. TERMS OF AGREEMENT

2.1 This agreement takes effect on September 0, 1993 and terminates August 31, 1995. Either party may, not less than sixty (60) days and not more than ninety (90) days prior to the expiry of the term of the Agreement by notice in writing, require the other party to the Collective Agreement to commence negotiations.

3. SALARY

3.1 The following shall determine the placement of a teacher on the salary schedule:

- (a) The amount of teacher education, pursuant to Clause 7.
- (b) The length of teacher experience, pursuant to Clause 6.

3.2 The Board shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this agreement, allowances shall be considered to be part of salary, except Clause 11.

EFFECTIVE - <sup>September 01, 1993</sup> ~~JANUARY 01, 1993~~ TO MARCH 31, 1994

Years of Teacher Experience	<u>Years of Teacher Training</u>					
	ONE	TWO	THREE	FOUR	FIVE	SIX
0	23744	26000	29508	33957	35576	37396
1	25097	27274	30825	35993	37611	39439
2	26454	28939	32547	38655	40278	42109
3	27807	30604	34269	41316	42943	44777
4	29163	32268	35992	43975	45610	47447
5	30517	33935	37714	46637	48275	50117
6	31871	35598	39437	49298	50942	52786
7	33226	37262	41160	51959	53608	55455
8	34581	38928	42881	54624	56274	58128

**EFFECTIVE - APRIL 01, 1994 TO AUGUST 31, 1994**

Years of Teacher Experience	<u>Years of Teacher Training</u>					
	ONE	TWO	THREE	FOUR	FIVE	SIX
0	23507	25740	29213	33617	35220	37022
1	24846	27001	30517	35633	37235	39045
2	26189	28650	32222	38268	39875	41688
3	27529	30298	33926	40903	42514	43329 <sup>44329</sup>
4	28871	31945	35632	43535	45154	46973 <i>well</i>
5	30212	33596	37337	46171	47792	49616
6	31552	35242	39043	48805	50433	52258
7	32894	36889	40748	51439	53072	54900
8	34235	38539	42452	54078	55711	57547

**EFFECTIVE - SEPTEMBER 01, 1994 TO AUGUST 31, 1995**

Years of Teacher Experience	<u>Years of Teacher Training</u>					
	ONE	TWO	THREE	FOUR	FIVE	SIX
0	22557	24700	28033	32259	33797	35526
1	23842	25910	29284	34193	35730	37467
2	25131	27492	30920	36722	38264	40004
3	26417	29074	32556	39250	40796	42538
4	27705	30655	34192	41776	43330	45075
5	28991	32238	35828	44305	45861	47611
6	30277	33818	37465	46833	48395	50147
7	31565	35399	39102	49361	50928	52682
8	32852	36982	40737	51893	53460	55222

**3.3** All full-time teachers and permanent part-time teachers covered by this agreement can obtain, upon written request to the Secretary-Treasurer, a salary advance of five hundred dollars (\$500.00) five (5) days after:

- (a) Commencement of the school year provided they were employed continuously for the five (5) days; or
- (b) commencement of employment provided they were employed continuously for these five (5) days.

This salary advance must be applied for prior to ten (10) days after the first operational day of the school year or employment, whichever is applicable.

This salary advance shall be repaid via a salary deduction on the teachers' first month's pay.

3.4 A relocation loan of \$1200.00 maximum is to be made available to teachers commencing their first year of employment with the Board. The loan shall be interest free and principle to be repaid during the first year of the teachers' contract. The loan is to be made available thirty (30) days prior to commencement of the school year.

3.5 Notwithstanding Clause 3.4 teachers appointed during the school year may enter into an agreement with the School Division to borrow such funds as agreed to for relocation. Terms of this loan shall be similar to those in Clause 3.4.

#### 4.           I   II   TF                    OI   I

4.1 Principal's Allowance - In addition to his/her salary in Clause 3, each principal shall receive, monthly, an allowance equal to one twelfth (1/12) of the following schedule using the September 30, 1993 enrolment count for the period September 01, 1993 to August 31, 1994 and using the September 30, 1994 enrolment count for the period September 01, 1994 to August 31, 1995.

4.2 September 01, 1993 to August 31, 1995

\$55.45 for each of the first 125 students,  
\$33.26 for each of the next 75 students,  
\$27.72 for each of the remainder of the students.

4.3 Notwithstanding, no principal shall be paid less than \$2,635.00 or more than \$13,702.00.

4.4 Vice-Principal's Allowance - In addition to his/her salary in Clause 3, each vice-principal shall receive fifty percent (50%) of the allowance paid to the principal.

#### 5. ADDITIONAL ALLOWANCE

5.1 When all school administrators are absent from the school, one teacher shall receive an allowance of \$40.00 per day while assuming principal/vice-principal responsibilities.

5.1.1 In schools where there are vice-principal's, if a principal is absent the vice-principal will assume the duties. After five (5) consecutive days absence, the vice-principal will receive 1/200th of the principal's allowance pro-rata to the first day of the principal's absence.

- 5.2 It is recognized that teachers in one room schools must be exempted from the provisions of Clause 5.1.
- 5.3 In addition to the salary in Clause 3, each teacher designated by the Superintendent of Schools as an Industrial Education teacher prior to and including September 1, 1990 will be paid monthly an allowance equal to one-twelfth (1/12) of \$1,260.48 whilst so employed.
- 5.4 A teacher designated in accordance with Clause 5.3 who holds a valid teaching certificate and one or more related journeyman trade tickets shall be granted two experience increments above the grid placement determined in accordance with Clauses 6 and 7. Experience increments cannot exceed eight increments.
- 5.5 In addition to the salary in Clause 3, each teacher designated by the Superintendent of Schools as a Home Economics teacher prior to and including September 1, 1990 will be paid monthly an allowance equal to one-twelfth (1/12) of \$1,260.48 whilst so employed.
- 5.6 Partial positions in Industrial Education and Home Economics designated prior to September 1, 1990 will be paid monthly an allowance in accordance with Clauses 5.3 or 5.5, pro-rated in the ratio of periods of Industrial Education or Home Economics taught to total periods. Clause 5.4 shall not apply to designations made under this Clause.

## **6. TEACHING EXPERIENCE**

In computing the number of years of teaching experience to which the teacher is entitled the following provisions shall apply:

Until the teacher submits satisfactory evidence of teaching experience to the Board, the teacher shall be placed on the salary schedule as determined by the Superintendent. Satisfactory evidence shall be deemed to be documentation from Boards which employed the teacher.

- 6.1 A teacher who provides active teacher service with the Board for a minimum equivalent of one hundred twenty-five (125) full-time equivalent teaching days shall be eligible for one (1) teaching increment. No teacher is entitled to more than one increment under this clause. Part-time teachers are included in these provisions, however, substitute teachers, other than that provided for in Clause 10.3, does not count toward the one hundred twenty-five (125) days. (See Clause 10.5.) Such increments shall be calculated in September or January after the accrued experience.

Teachers that have less than one hundred twenty-five (125) teaching days accumulated at the commencement of their current contract, may take the shortfall from their present contract (once the required shortfall days have been worked) subject to:

- (a) Clause 6.3, and
- (b) the anniversary date for new teaching experience increments shall be the day following the required number used to reach the one hundred twenty-five (125) days as per Clause 6.1, and
- (c) part-time teachers will be entitled to increment change, when they have worked the equivalent of one (1) full year experience.

**6.2** While in possession of a Teaching Certificate or Letter of Authority the number of days of teaching experience with a school board earned by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Boards jurisdiction.

**6.3** The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, on the first day of January, or on commencement of employment, whichever is applicable.

**6.4** Each teacher claiming additional teacher experience and each teacher commencing employment with the Board shall submit satisfactory evidence of teaching experience to the Board within ninety (**90**) calendar days from commencement of the school year or from the date of commencement of employment, whichever is applicable,

**6.5** If satisfactory evidence is submitted within ninety (**90**) 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.

**6.6** If satisfactory evidence is not submitted to the Division within the ninety (**90**) calendar day period, placement on the salary grid shall remain at the maximum verified years of experience level until the first of the month following the acceptance of satisfactory evidence.

## **7. TEACHER PLACEMENT**

**7.1** Placement in the salary schedule shall be pursuant to a statement of qualifications at the first day of the school year or on commencement of employment.

- 7.2 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, the Alberta School Trustees' Association and The Alberta Teachers' Association.
- 7.3 Until the teacher submits a statement of qualifications, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum educational requirement for his/her teaching certificate as estimated by the Superintendent.
- 7.4 Each teacher claiming additional teacher education, and each teacher commencing employment with the Board shall supply a statement of qualifications to the Board within ninety (90) calendar days from the commencement of the school year or the date of commencement of employment, whichever is applicable.
- 7.5 If the statement of qualifications is submitted within the ninety (90) calendar days, salary shall be paid according to the statement of qualifications effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.
- 7.6 If a statement of qualifications is not submitted within the ninety (90) calendar days, salary shall be adjusted effective the first day of the month following submission of the statement of qualifications.
- 7.7 Where confirmed extenuating circumstances result in the teacher being unable to meet the ninety (90) day requirement, the Superintendent, after reviewing the circumstances, may grant salary entitlement retroactive to the teacher's commencement date of employment.

## 8. PRO-RATA ALLOWANCE

- 8.1 Pro-rata allowances per step will be paid for fractional years of teacher education.
- 8.2 Teachers on staff shall be eligible for and shall be paid pro-rata for courses taken which meet the requirements of the Qualifications Service upon commencement of employment with the Fort Vermilion School Division No. 52.

**9. PART-TIME TEACHERS**

- 9.1 A part-time teacher shall mean a teacher employed under Contract of Employment to provide service for less than the regular hours of instruction per school year as established by the Board's policy. Part-time teachers shall receive the salary and benefits stipulated in this agreement on a pro-rata basis according to the percentage of time worked.

**10. SUBSTITUTES**

- 10.1 A substitute teacher is a teacher employed on a day to day or a part day basis where a contract of employment is not in effect.

- 10.2 The rate of pay, inclusive of holiday pay, for substitute teachers shall be:

Full day - \$120.00

Half day - \$ 70.00

- 10.3 Notwithstanding the above, a substitute teacher who substitutes for a period of three (3) or more consecutive teacher/pupil contact days in the same school for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days. In such a case the substitute teacher must submit proof of experience and qualifications in accordance with Clause 6 and Clause 7 of this agreement.

- 10.4 A substitute teacher shall be called, if available, whenever a teacher is absent from his/her duties provided the substitute teacher is required for a full day.

- 10.5 Except for the provisions covered by this clause (Clause 10) none of the provisions of this agreement apply to substitute teachers.

**11. PROFESSIONAL IMPROVEMENT LEAVE**

- 11.1 A teacher is eligible, after three (3) years service with the Board, to apply to the Board, prior to February 1<sup>st</sup>, for Professional Improvement Leave for the purpose of further study which will increase his or her capabilities.

- 11.2 The Board shall submit all applications to a selection committee of two Board members and a senior administrator, as one non-voting representative, and two teacher representatives appointed by Local #77 of the Alberta Teachers' Association.

- 11.2.1 Notwithstanding Clause 11.2, in the event of a tie vote, the senior administrator will cast the deciding vote.



- 11.3 In addition, the Board shall suggest criteria of a general nature to be used in the selection of the applicants for professional leave.
- 11.4 The selection committee will identify to the Board, candidates eligible to receive professional leave on or before March 1st.
- 11.5 From the candidates identified by this selection committee the Board may, at its discretion, grant one (1) or more teachers a one (1) year professional improvement leave.
- 11.6 Each teacher granted professional improvement leave shall receive an allowance equal to \$25,000.00 or 65% of grid salary whichever is the greater.
- 11.7 The allowance shall be computed based on the teacher's salary agreement effective at the date the leave commences.
- 11.8 Teachers on professional improvement leave shall not be eligible for any benefits under this contract except those provided by the Alberta School Employee Benefit **Plan** and Alberta Health Care.
- 11.9 The one year period of professional improvement leave shall not be considered as equal to classroom service for the purpose of determining experience for salary purposes.
- 11.10 Any teacher granted professional improvement leave will be required:
- (a) To remain on contract with the Division for an additional period of not less than two (2) years; or
  - (b) to repay the allowance or repay that portion of the allowance for services not rendered in (a) plus interest at current rates.
- 11.11 Prior to taking professional improvement leave the teacher shall enter into a written contract with the Board establishing:
- (a) A teaching position, no less favorable than the one enjoyed before the leave, upon return.
  - (b) The method and time of payment of the entitlement.
  - (c) The dates of the leave.

## 12. SICK LEAVE

- 12.1 Sick leave with pay will be granted to the employee for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.
- 12.2
- (a) **As** per the School Act 92(1)(d)(ii) and 92(2), in the first year of employment with this 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.
  - (b) During the second and subsequent years of service, 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 ninety (90) calendar days.
  - (c) **A** teacher who has more than one (1) year of service and has been absent for reasons listed in Clause 12.1 shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.
  - (d) For the purpose of this agreement, an interrupted illness for the same illness **shall be** counted **as** one (1) illness.
- 12.3 Before any payment is made under the foregoing provisions the employee shall provide:
- (a) For illness of three (3) consecutive days or less a statement in a form approved by the Board signed by the employee substantiating the illness.
  - (b) For illness of more than three (3) consecutive days a medical certificate in a form approved by the Board from a qualified medical or dental practitioner or district nurse.
- 12.4 The Superintendent of Schools or his designate may require a teacher to provide a medical certificate as prescribed by Clause 12.3 (b) for any illness of three (3) consecutive days or less provided the teacher is informed of this requirement prior to his/her return to teaching duties.
- 12.5 The Board may require a teacher to submit to a medical examination by a Board designated doctor. The expense of the medical examination and all other reasonable related expenses will be borne by the Board.
- 12.6
- (a) 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.

- (b) When a teacher is eligible for the long term disability benefits contained elsewhere in this agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.

12.7 A teacher injured in other remunerative employment other than Board employment shall not be entitled to benefit of Clause 12.

12.8 Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave), without pay.

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

### 13. **VACANT POSITIONS**

13.1 Any position that is made vacant by whatever means and any positions created by the Board during the school year shall be made known as soon as possible to all teachers on staff at that time. As a rule, it is not the intention of the Board to transfer staff during the school year.

Notwithstanding the above and wherever practical, teacher's employed with the Division will be given first consideration for vacant positions that affect the teacher's assignment in the next school year.

### 14. **LEAVE OF ABSENCE**

#### 14.1 **Compassionate Leave:**

The Superintendent may, upon request and the presentation of a medical certificate or some other proof satisfactory to the Superintendent, grant a temporary leave of absence with pay up to a total of four (4) days and allow for a maximum of two (2) days travel, where necessary, when such absence is necessitated for reasons of critical illness and/or death of a member of the teacher's family. The word "family" shall be interpreted as meaning: husband, wife, son, daughter, brother, sister, parent, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or other relative who is a member of the teacher's household.

#### 14.2 **Personal Leave:**

Leave with pay for up to three (3) days per school year for personal reasons may be granted to teachers at the discretion of the school principal provided the educational program of the school is not disrupted and subject to the following:

- (a) The intent of personal leave is not to extend the summer recess, Christmas or Easter holidays.
- (b) All requests are to be made in writing in advance to the principal.
- (c) The principal must review each request to ensure that serious disruption of the instructional program does not occur and arrangements for the supervision of the classes can be made.
- (d) All teachers and administrators granted personal leave shall contribute **\$30.00** per day. Such contributions shall be deducted from his/her salary.
- (e) Any principal taking personal leave shall notify the Superintendent prior to taking leave.

#### 14.3 Additional Leave:

- (a) Leave of absence with pay shall be granted to those teachers who serve as representatives of the Fort Vermilion A.T.A. Local #77 for attendance at meetings or any functions at the request of Provincial or Local A.T.A. Cost of the substitute teachers shall be borne **by** the A.T.A.
- (b) Additional leave of absence for less than one school year may be granted by the Superintendent with or without pay for reasonable cause. The Superintendent's decision shall be appealable to the Board.
- (c)
  - i) A leave without pay for the next school year may be granted by the Superintendent provided the teacher makes application for this leave of absence prior to March 31<sup>st</sup> of the current school year.
  - ii) If a leave of absence without pay is granted to a teacher for a school year the teacher must notify the Superintendent prior to March 31<sup>st</sup> of the school year in which the teacher is on leave of his/her intent to return to a teaching position in the next school year. If the teacher fails to provide notice of his/her intent to return it shall be presumed the teacher has resigned and the Board shall be under no obligation to place the teacher in any position for the next school year.

#### 14.4 Extra-curricular Leave:

Teachers shall be granted one (1) personal day without salary deduction for participation in school related extra-curricular activities during the current school year, based on the following schedule and guidelines:

150 hours extra-curricular = 1 personal day

Regulations:

- (a) The teacher must submit a letter to the principal five (5) days prior to the date of anticipated leave.
- (b) The letter should state the activities and hours spent on extra-curricular activities to date for the year.
- (c) The letter will be countersigned by the principal to verify the information contained in the letter.

**14.5**     Deferred Salary Leave:

The Board shall maintain a Deferred Salary Leave Plan with any amendment subject to agreement by a committee made up of A.T.A. Local #77 members and Board members, and contingent on Revenue Canada Regulations.

**15.**     **INSURANCE**

**15.1**     When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

**15.2**     Subject to the provisions of the Master Policies, all teachers appointed to the staff shall be required to join the Alberta School Employee Benefit Plan, Plan D, Schedule 2; Alberta School Employee Benefit Plan, Extended Health Care Plan II; Alberta Health Care; Alberta School Employee Benefit Plan, Dental Care Plan III and Alberta School Employee Benefit Plan, Vision Care, and all teachers presently enrolled in the Plan shall continue to be enrolled in the Plan as a condition of employment with the Board.

**15.3**     Notwithstanding Clause **15.2** it is understood that where there is a duplication of the benefits because the spouse of the teacher has the same or similar plans to Alberta School Employee Benefit Plan, Plan D, Schedule 2; Alberta School Employee Benefit Plan, Extended Health Care Plan II; Alberta Health Care; Alberta School Employee Benefit Plan, Dental Care Plan III and Alberta School Employee Benefit Plan, Vision Care the teacher may be exempted from participation.

**15.4**     Effective January 1, **1986**, the Board shall contribute toward the costs of the various premiums as follows:

- (a) Alberta School Employee Benefit Plan, Plan D, Schedule 2 - 100% of each full-time teacher's monthly premium.

- (b) Alberta School Employee Benefit Plan, Extended Health Care Plan II - 100% of each full-time teacher's monthly premium.
- (c) Alberta Health Care - 100% of each full-time teacher's monthly premium.
- (d) Alberta School Employee Benefit Plan, Dental Care Plan III - 100% of each full-time teacher's monthly premium.
- (e) Alberta School Employee Benefit Plan Vision Care - 100% of each full-time teacher's monthly premium.

15.5 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive sick pay benefits.

15.6 The Board shall retain the employee's portion of the Canada Employment and Immigration Commission rebate. The premium reductions shall be recognized towards benefits provided.

## 16. **REPRESENTATIVE AT BOARD MEETINGS**

16.1 One (1) representative appointed by Local #77 of the A.T.A. is entitled to attend all Board meetings provided all expenses inclusive of substitute teacher pay is paid by the A.T.A.

## 17. **LOSS OF SALARY**

17.1 No teacher shall receive less salary as per grid under this agreement than that to which he was entitled under the previous agreement.

## 18. **GRIEVANCE PROCEDURES**

18.1 There shall be established a Grievance Committee composed of the Board Chairman, three (3) members of the A.T.A. Local with one (1) being a member of the Economic Policy Committee, the Secretary-Treasurer and Superintendent of Schools of the School Division.

18.2 A quorum of this Committee shall consist of all members.

18.3 It shall be the duty of this Committee to meet and endeavour to resolve all grievances concerning interpretation, application, operation or any alleged violation of this agreement. The Board Chairman shall be the Chairman of all meetings and shall be responsible for the dates of holding meetings of the Grievance Committee and notifying the membership.

- 18.4 A teacher having a grievance arising out of this agreement shall, within fifteen (15) days of the occurrence or first knowledge of the violation lodge in writing with the Superintendent, a statement identifying the clause and the precise nature of the violation. A copy of the grievance statement shall be sent to the Secretary-Treasurer of the Board and the President of the Alberta Teachers' Association Local #77.
- 18.5 If the grievance has not been settled within fifteen (15) days after the date of the submission of the grievance, the Secretary of the Fort Vermillion A.T.A. Local shall, within five (5) days thereafter, give written notice to the Secretary-Treasurer of the Board and to members of the Committee requesting consideration of the grievance.
- 18.6 When the Committee receives notice of the submission of the grievance, it shall be required to meet within four (4) weeks of receipt of such notice. If the Grievance Committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.
- 18.6.1 If the Committee does not reach a unanimous decision, subsequent proceedings shall be determined by the appropriate section(s) of The Labour Relations Code, Section 134.
- 18.7 The Committee shall dispose of each grievance before proceeding to another except where, by unanimous consent of the Committee, the hearing of the grievance is postponed.
- 19.1 **JURY DUTY**
- Leave of absence without **loss** of salary shall be granted for Jury Duty or any summons related thereto provided that the teacher remits to the Board any Jury stipend (excluding allowances and/or expenses) set by the Court or other body.
- 19.2 **WITNESS CLAUSE**
- Where a teacher is summoned by subpoena to testify as a witness in a court proceeding involving an indictable offense, the teacher will be granted leave of absence without **loss** of salary on the provision that the legal stipend (excluding allowances and/or expenses) are reimbursed to the Board.
20. **MATERNITY LEAVE**
- 20.1 A teacher who is pregnant is entitled to **maternity** leave without pay for a period not exceeding twenty-six (26) weeks. The cost of continued benefits shall be at the employers expense. The leave to consist of:

- (a) a period not exceeding twelve **(12)** weeks immediately preceding the estimated date of delivery or such shorter period as the teacher may request, and
- (b) the period, if any, between the estimated date of delivery and the actual date of delivery, and
- (c) a period not shorter than **six (6)** weeks following the actual date of delivery, and
- (d) where the pregnancy of the teacher interferes with the performance of her duties, the Board may, by notice to the teacher, require the teacher to commence maternity leave.

**20.2** The teacher shall give a minimum of two **(2)** weeks notice in writing of the day upon which she intends to commence maternity leave together with a medical statement certifying that she is pregnant and giving the estimated date of delivery. At this same time the teacher shall provide notification of the expected date of recommencement of her former teaching duties.

**20.3** The teacher, upon written request and with the approval of the Superintendent, may return to her former teaching duties prior to the expiration of the **six (6)** weeks following the actual date of delivery after providing a medical certificate indicating that resumption of work would not endanger her health.

**20.4** Maternity leave will not be counted as experience towards the granting of increments.

**20.5** The Board shall operate a SUB (Supplemental Unemployment Benefit) Plan which shall meet or exceed all the legal requirements for such a plan.

## **21. PATERNITY LEAVE**

**21.1** Leave of absence without loss of salary shall be granted to a teacher for paternal leave to a maximum of *two (2)* days within two weeks of childbirth.

## **22. TAX BENEFITS**

**22.1** Northern Residents Travel Allowance:

Deducted from the grid will be a travel allowance as described in the Northern Living Allowance, Effective January **01, 1992** the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS **(\$4,500.00)** per annum will be allocated to holiday travel and the amount of ONE THOUSAND FIVE HUNDRED DOLLARS **(\$1,500.00)** per annum will be allocated to medical travel. These funds will be remitted to teachers on a monthly basis.



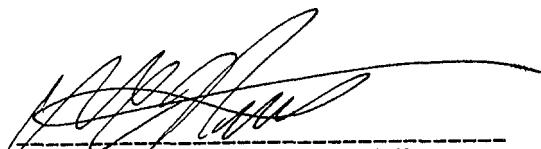
22.2 Convention Allowance:

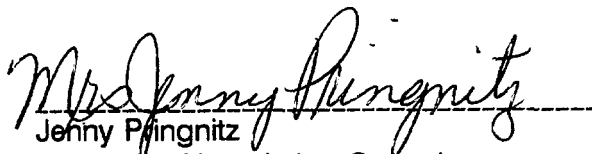
- (a) A convention allowance, in the amount of **FIVE HUNDRED DOLLARS (\$500.00)**, will be allocated to full-time employees for travel and subsistence in order to attend the Alberta Teachers' Association Annual Convention. The convention allowance, which is held in trust as per the **1991-92** Collective Agreement, will be paid to the teachers, in response to a travel expense claim, as an expense cheque on the last Thursday prior to the convention. Temporary teachers or part-time teachers will be paid a pro-rata convention allowance.
- (b) Teachers attending an alternate activity, in place of the A.T.A. Annual Convention, sanctioned by the Alberta Teachers' Convention Board, will receive the convention allowance.
- (c) Teachers not attending the A.T.A. Annual Convention, or a sanctioned alternate activity, will be paid the convention allowance on their next pay cheque.
- (d) A teacher who has rendered service for part of the year, will be paid a pro-rata convention allowance on their final cheque.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 21 day of October, A.D. 1994.


ALBERTA TEACHERS' ASSOCIATION

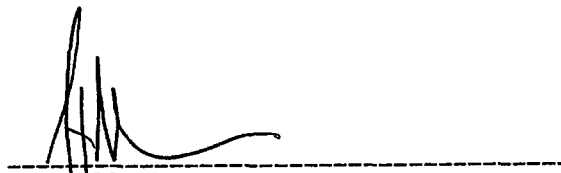
FORT VERMILION LOCAL ASSOCIATION  
NO. 77

  
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Co-ordinator of Teacher Welfare

  
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Jenny Pringnitz  
Chairman, Negotiating Committee

BOARD OF TRUSTEES  
FORT VERMILION SCHOOL DIVISION NO. 52

  
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J. Lewis Patmore  
Chairman

  
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Grant M. Mann  
Secretary-Treasurer

# LETTER OF UNDERSTANDING

## ADDENDUM TO THE COLLECTIVE AGREEMENT 1993-94 / 1994-95

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### 1. LOSS OF SALARY

Clause 17.1 -- This clause shall be inoperative for the full duration of this agreement, until such time as a new Collective Agreement has been signed.

### 2. PROFESSIONAL IMPROVEMENT LEAVE

Clause 11.1 -- Teachers agree that the Board shall not approve any such leaves during the full term of this agreement.

### 3. STAFFING CHANGES

The Board agrees that there will be no reductions in staffing levels during the term of this agreement unless:

- (a) student enrolment reductions <sup>UEM</sup> ~~or~~ <sup>sw</sup> warrant such a change;
- (b) further grant reductions are announced after the date of acceptance of the agreement.

### 4. BOARD/TEACHER POLICY COMMITTEE

The parties to this agreement will establish a joint Policy Committee comprised of an equal number of representatives from the Board and The Alberta Teachers' Association Local No. 77. (To be appointed by the Economic Policy Committee.)

The Superintendent or his designate will convene the meetings of this committee. The committee shall consider and provide recommendations on the following:

- (a) Early Retirement Incentive Plan as soon as possible;
- (b) job sharing as soon as possible;
- (c) benefit carrier no later than the commencement of the next round of collective bargaining.