

SOURCE	Dist.		
EFF.	9/1/94	09/01	
TERM.	160%	31	
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYÉS	500		

1994 - 1996

COLLECTIVE AGREEMENT

between

**THE BOARD OF TRUSTEES OF THE
LETHBRIDGE SCHOOL DISTRICT NO. 51**

and

**THE ALBERTA TEACHERS' ASSOCIATION
LETHBRIDGE LOCAL NO. 41**

SEP 20 1994

05275(01)

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COLLECTIVE AGREEMENT

Made this 29th day of June , 1994

BETWEEN:

The Board of Trustees of the Lethbridge School District No. 51, 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 ATA"

OF THE SECOND PART.

NOW THEREFORE, THIS AGREEMENT WITNESS:

1. During the currency thereof, this Collective Agreement shall be applicable to all teachers employed by the Board, excluding thereout:
 - (a) The Superintendent
 - (b) The Deputy Superintendent
 - (c) Director of Human Resources

2. This Collective Agreement takes effect on September 1st, 1994 and terminates on August 31st, 1996. Either party may give to the other not less than sixty (60) days nor more than one hundred and fifty (150) days prior to the termination of this Collective Agreement, a notice in writing of its intention to commence collective bargaining. Such notice shall contain particulars of all amendments sought.

3. SALARY SCHEDULE (GRID)

3.1 The Board shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.

3.2 The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board. One month's salary shall be considered to be **1/12th** of the annual salary rate applicable in that month. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.

3.3 Effective September 1, 1994

Years of Teaching Experience	Years of Teacher Education					
	1	2	3	4	5	6
0				30,224	32,031	34,124
1				32,083	33,887	35,980
2				33,937	35,744	37,839
3				35,797	37,601	39,694
4				37,652	39,457	41,552
5				39,510	41,316	43,407
6				41,369	43,171	45,267
7				43,224	45,029	47,124
8				45,082	46,885	48,979
9				46,939	48,743	50,837
10				48,796	50,599	52,694
11	33,898	37,462	50,653	52,457	54,550	

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 Boards Association, formerly 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 teacher education on the first day of each school semester or on commencement of employment.
- 4.3 A teacher commencing employment with the Board, shall be responsible for supplying a statement of qualifications from the Teacher Qualifications Service.
- 4.4 A teacher claiming entitlement to an increment for purposes of placement on the salary grid in respect of an additional year or years of university education shall within ninety (90) calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of the teacher having applied to the Teacher Qualifications Service for a statement of qualifications indicating the number of years of university education for which the Teacher Qualifications Service will grant recognition.
- 4.5 Until the teacher submits the statement of qualifications hereinbefore referred to, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.
- 4.6 In the event that a teacher has submitted evidence from the Teacher Qualifications Service confirming that the teacher has applied for a statement of qualifications from the Teacher Qualifications Service within ninety (90) calendar days of the commencement of the school semester, any adjustment to the placement of the teacher on the salary grid warranted by the statement of qualifications shall be made upon receipt by the Board of the statement of qualifications. The adjustment to placement on the salary grid shall be retroactive to the commencement of the school semester.

- 4.7 In the event that a teacher does not within ninety (90) calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of having applied to the Teacher Qualifications Service for a statement of qualifications any adjustment to the placement of the teacher on the salary grid shall be made effective the 1st day of the month following the month in which the Board receives the statement of qualifications. Such adjustment will not have any retroactive effect unless the adjustment is to be to a lower number of years of university education, in which case the Board shall treat the adjustment as being retroactive and recover any monies paid as a result of placement on the grid which are in excess of those monies that would have been paid if the teacher had been initially placed on the grid in accordance with the statement of qualifications.
- 4.8 No payment for salary adjustment will be considered beyond the terms of the collective agreement within which the claim is initiated.

5. RECOGNITION OF TEACHING EXPERIENCE

- 5.1 A year of teaching experience shall be any one school year during which a teacher, under contract, has taught for not less than one full semester, or the equivalent, as defined by the Board's official school year calendar. A teacher employed under contract, who teaches less than one full semester in a school year, may accumulate an experience increment by combining any two consecutive school years of service with the Board provided that the teacher has taught a minimum of sixty (60) full teaching days in each school year.
- 5.2 Notwithstanding clause 5.1, a part-time teacher, under contract, who teaches half-time or more during the full school year shall be entitled to a full experience increment.
- 5.3 A substitute teacher who has taught with the Board may accumulate one experience increment by combining substitute service in the two consecutive school years immediately preceding appointment to regular staff, provided the substitute teacher has taught a minimum of one hundred and twenty (120) full days in that two-year period.
- 5.4 Experience increment adjustments shall be made on the first day of each school year.

- 5.5 Recognition of teaching experience prior to engagement with the Board shall be one increment on the salary schedule for each year of teaching experience, to the maximum as provided in the salary schedule.
- 5.6 For the purposes of clause 5.5, the teacher shall submit, to the Board, a certified statement from previous employers outlining the teacher's experience and stating that such experience was in a school under the jurisdiction of a provincial, state, or national department of education. Until such statement is provided by the teacher, the teacher shall be placed at zero (0) years of experience in the appropriate category of teacher education on the salary grid. Should the Board receive the required certified statement within ninety (90) calendar days after the teacher commences employment with the Board, any adjustment to teaching experience will be retroactive to the commencement date of employment. Any certified statement received by the Board after the ninety (90) calendar days will result in an adjustment to teaching experience effective the first of the month following the date the statement was received by the Board.

6. EVALUATION OF EDUCATION AND EXPERIENCE FOR VOCATIONAL AND INDUSTRIAL ARTS TEACHERS

- 6.1 (a) A vocational teacher is one who is employed to teach one or more vocational education courses at the senior high school level.
- (b) An industrial arts teacher is one who is employed to teach one or more industrial arts courses at the junior and/or senior high school levels.
- 6.2 The education and experience of vocational and industrial arts teachers shall be evaluated according to Articles 4 and 5 of this Collective Agreement.
- 6.3 Recognition of one year of education beyond the evaluation granted according to Article 4 of this Collective Agreement may be given by the Board to vocational and/or industrial arts teachers who possess any or all of the following qualifications which have not contributed to the evaluation under Article 4:
- (i) a certificate of proficiency in a designated trade (Journeyman's Certificate or Master's Ticket) recognized by the Alberta Apprenticeship Board provided the trade is related to the teacher's assignment.
- (ii) successful completion of a two year course in a field related to the teacher's assignment at a school of technology.
- (iii) other related training which the Board wishes to recognize.

- 6.4 Recognition of relevant trade experience which has ~~not~~ contributed to the evaluation of experience granted under Article 5 of this Collective Agreement may be granted by the Board under the following conditions:
- (i) the experience must be in a field related to the teacher's assignment.
 - (ii) the experience must be obtained after the teacher has obtained the formal training listed in 6.3 (i) and/or (ii) above.
- 6.5 Recognition of training and experience under 6.3 and 6.4 above shall not exceed that of a teacher currently on staff with similar training and experience.
- 6.6 The chairperson of the Economic Policy Committee of The ATA Local No. 41 shall be notified in writing of all instances where recognition of training or experience has been granted under clauses 6.3 and/or 6.4 above.

7. ADMINISTRATIVE ALLOWANCES

- 7.1 For the purposes of this article, the teacher count shall be determined at September 30th of each school year, based upon the "net total professional staff" entitlement in the staffing formula.
- 7.2 A teacher designated by the Board to be the principal of a school will receive an annual allowance to be calculated using the following formula:
- (i) a basic allowance equal to **13.5%** of the annual salary at maximum and four (4) years of education
- PLUS**
- (ii) an additional allowance equal to 0.45% of the annual salary at maximum and four (4) years of education per teacher.
- 7.3 A teacher designated by the Board to be the only assistant principal in a school will receive an annual allowance equal to **60%** of the applicable principal's allowance. When more than one assistant principal is designated to a school, each assistant principal will receive an annual allowance equal to **55%** of the applicable principal's allowance.
- 7.4 (a) A teacher designated by the Board to be a Director will receive an annual allowance equal to **32.25%** of the annual salary at maximum and four (4) years of teacher education.
- (b) Directors shall work a twelve (12) month year and shall be entitled to an annual vacation of thirty (30) working days exclusive of statutory holidays. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Director.

- (c) In the event that the position of Director is abolished, the Director shall be offered an alternate position in the District. If the salary for the alternate position is less than that of Director, salary and benefits will be maintained at the existing level for a period of twenty-four **(24)** months after the redesignation or until the end of the Director's **term** of appointment, whichever period of time is **less**. Following this period of time, salary and benefits shall be determined by the alternate position.
- 7.5 A teacher designated by the Board to be a coordinator will receive an annual allowance equal to 22% of the annual salary at maximum and 4 years of teacher education.
- 7.6 A teacher designated by the Board to be a consultant will receive an annual allowance equal to 13.5% of the annual salary at maximum and 4 years of teacher education.
- 7.7 A teacher designated by the Board to be a department head will receive an annual allowance equal to 6% of the annual salary at maximum and 4 years of teacher education.
- 7.8 **When** two or more teachers are designated by the Board to be administrative assistants in place of an assistant principal and/or department head(s), the applicable annual allowance for an assistant principal and/or department head shall be shared among the teachers so designated on a basis as determined by the Board and the Economic Policy Committee. No administrative assistant shall receive an annual allowance less than that of a department head or more than that of an assistant principal.
- 7.9 An acting assistant principal shall be appointed when both the principal and the assistant principal(s) are absent from the school. Should this absence exceed five **(5)** consecutive school days, the acting assistant principal will receive an allowance equal to the daily allowance paid to a department head. This allowance shall be paid retroactively to the first day of the acting period.
- 7.10 In the event that the Board transfers a principal or an assistant principal to a school for which the administrative allowance is a lesser amount than he or she is receiving, the principal or assistant principal will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which he or **she** has been transferred, or for three **(3)** years, whichever period of time is less.

7.11 If the Board creates a new administrative designation which is to be covered by this collective agreement, the Board will establish an allowance for that designation. The Board shall notify the President of The ATA Local No. 41 of the administrative designation, provide a summary of responsibilities as soon as it is available, and identify the allowance established. The allowance may be the subject of negotiation during the next round of collective bargaining.

8. SUBSTITUTE PAY

- 8.1 Substitute Teacher means a teacher employed on a day to day basis.
- 8.2 The rate of pay for substitute teachers, including four percent vacation pay shall be \$103.50 per day, effective September 1, 1994.
- 8.3 In the case of a substitute teacher being employed more than five consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in Clause 3.3 retroactive to the first consecutive day of employment.

9. PROFESSIONAL DEVELOPMENT LEAVE

9.1 Long Term Leaves

9.1.1 A teacher who has been employed with the Board for a minimum of seven consecutive years may be granted a leave for professional improvement.

9.1.2 (a) A teacher requesting a professional development leave must submit an application to the Superintendent or designate, by January 15th, for a leave commencing September 1st; or by May 1st, for a leave commencing January 1st.

(b) The application must contain a clear statement of the teacher's purpose for the leave, the program of study, the recognized institution at which the teacher will undertake the program of study, and an explanation of how the program of study will improve the teacher's professional service to students and the School District.

(c) The Board will consider each application on its own merit. Applications will be considered by the Board no later than the second regular Board meeting following the application deadline and the applicant will be informed of the Board's decision.

9.1.3 (a) A teacher who is granted a professional development leave shall, upon the teacher's return from leave, be assigned a teaching position with the School District.

(b) Upon return from leave a teacher who held a position for which an administrative allowance was paid, and for which the term for payment of the allowance has not yet been completed, the Board will, where possible, return the teacher to a position with an equivalent administrative designation or, the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

(c) If the teacher is eligible to receive an experience increment and provided the teacher has successfully completed the program undertaken while on leave, the Board will grant the teacher an experience increment in accordance with Article 5.

9.1.4 (a) A teacher on a full year of professional development leave will, in lieu of regular salary, receive an annual leave allowance equal to an amount which is the difference between the salary at maximum with six (6) years of education and minimum with four (4) years of education as stipulated in the salary schedule (grid).

(b) A teacher on professional development leave for less than a full year, will receive a prorated leave allowance based upon the number of teaching days on leave, divided by 200 teaching days, multiplied by the annual leave allowance under Article 9.1.4 (a).

(c) Any professional development leave allowance will be paid in equal monthly instalments with the first payment to commence on the last day of the first calendar month on leave.

9.1.5 (a) A teacher who is granted a professional development leave shall agree in writing, prior to the commencement of the leave, to serve the Board for a period of two months for each month, or portion thereof, of leave taken.

(b) Should a teacher fail to fulfil the required period of return service, the teacher shall reimburse the Board the professional development leave allowance received from the Board based upon the number of months of return service completed, divided by the number of months of return service required, multiplied by the professional development leave allowance paid.

9.2 Short Term Leaves

9.2.1 (a) In addition to any leave under clause 9.1, the Board will establish a fund to be used to finance the costs of short-term professional development activities for teachers, such costs to include travel, living allowances and the cost of substitute teachers.

(b) During the term of this Collective Agreement, the Board will make allocations to this fund according to the following schedule:
September 1, 1994 - August 31, 1996 \$277,400

(c) The fund will be administered by the Working Conditions Committee.

10. PERSONAL LEAVES OF ABSENCE

A teacher may apply for and receive a leave of absence for personal reasons subject to the conditions that follow. Application will be made to the Superintendent or designate.

10.1 With Pay

10.1.1 In any one contract year, not more than five days leave for the critical illness of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister or parents of spouse. A medical statement signed by the critical ill person's attending physician must be submitted. Such statement must include verification that the critical illness was life threatening.

10.1.2 In any one contract year, not more than three days leave for the death of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister or parents of spouse. If necessary travel warrants additional leave, the three days may be extended up to a maximum of five days.

10.1.3 In any one contract year, two days leave for attendance at the funeral of each of the teacher's grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. If circumstances warrant additional leave, the two days may be extended up to a maximum of five days.

10.1.4 In any one contract year, one day leave for attendance at the funeral of each of the teacher's uncle, aunt, cousin, nephew or niece.

10.1.5 Under special circumstances, leaves outlined in clauses 10.1.1, 10.1.2, 10.1.3, and 10.1.4 above, may be extended to include the same relatives of the teacher's spouse.

10.1.6 For attendance at a funeral in the capacity of pall bearer, honorary pall bearer, speaker or soloist, one half day provided that the teacher receives no remuneration for such services.

10.1.7 In any one contract year, one day leave for the purpose of writing university examinations.

10.1.8 In any one contract year, one day leave to attend the teacher's university convocation exercises.

10.1.9 While obtaining citizenship papers at a scheduled session of the court, one half day.

10.1.10 While serving as a witness as a result of a notice to attend or subpoena, or for jury duty or any summons related thereto, provided that any witness fee or jury stipend received (excluding subsistence allowances and/or expenses) is remitted by the teacher to the Board.

10.1.11 In any one contract year, not more than two days for an emergency or misfortune demanding the teacher's attention. This clause may be used in conjunction with 10.1.1 or 10.1.2.

10.1.12 In any one contract year, one day leave for a male teacher to attend at the birth of his child or to assist in bringing his newborn child home from the hospital.

10.2 With Pay, Providing The Board Is Reimbursed For The Cost Of A Substitute Teacher Whether One Is Used Or Not

10.2.1 For attendance, in an official capacity, at educational conventions; or civic government meetings or conventions.

10.2.2 For the funeral of a friend of the family, one day.

10.2.3 In any one contract year, not more than two days for a non-critical illness of the teacher's spouse, child or parent, provided that person resides with the teacher.

10.2.4 Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the teacher's control.

11. LEAVE ABSENCE FOR SERVICE ON PROFESSIONAL COMMITTEES

A teacher may apply for and receive a leave of absence for service on professional committees, subject to the conditions that follow. Application will be made to the Superintendent or designate.

- 11.1 Leave with pay, provided the Board is reimbursed for the cost of a substitute, for attendance at committee meetings as requested by Alberta Education, or functions as requested by the Provincial Alberta Teachers' Association or The ATA Local No. 41.
- 11.2 At the initial meeting during each round of collective bargaining, the Board and The ATA Local No. 41 shall discuss when bargaining meetings will occur. If bargaining meetings are to be held during school time, an understanding shall be reached at the initial meeting regarding who pays the costs associated with the participation of teacher representatives in bargaining.

12. Maternity Leave (See Letter of Intent)

Female teachers shall be eligible for maternity leave without pay under the following conditions:

- (a) The teacher concerned shall obtain and submit a certificate from a physician verifying her pregnancy and the approximate date of delivery.
- (b) The dates of the beginning and termination of leave shall be determined on the recommendations of her physician.

13. Adoption Leave

Teachers shall be eligible for adoption leave without pay, subject to the following conditions:

- (a) The teacher concerned shall request the leave of absence, in writing, as far in advance of beginning the leave as is possible.
- (b) The dates of beginning and termination of the leave shall be determined by mutual agreement of the teacher and his/her Principal, in consultation with the Superintendent or designate. Under normal circumstances, termination of the leave should coincide with a natural break in the school year.
- (c) Upon return from leave, a teacher who held a position for which an administrative allowance was paid, and for which the term of payment of the allowance has not yet been completed, the Board will, where possible, return the teacher to a position with an equivalent administrative designation or, the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

14. Other Leaves of Absence

- (a) A teacher shall be granted leave for not more than two days in any one contract year for circumstances demanding the teacher's attention.
- (b) In order to qualify for leave under this clause, a teacher must complete and submit to the Superintendent or designate, a Leave of Absence Request Form prior to taking the leave, indicating whether or not the leave is related to financial gain or outside business interests.
- (c) Where the purpose of the leave is related to financial gain for the teacher or outside business interest, the leave will be granted at loss of full pay. In other circumstances, the leave will be granted at loss of substitute pay.
- (d) This clause may be used in conjunction with 10.1.1 or 10.1.2.

15. SICK LEAVE

- 15.1 Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for ninety calendar days.
- 15.2 After ninety calendar days of continuous absence due to medical disability, no further sick leave shall be paid and the Alberta School Employee Benefit Plan - Long Term Disability shall take effect.
- 15.3 A teacher who has been absent due to medical disability, upon return to full time duty, shall be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days unless the teacher becomes eligible to receive benefits from the Alberta School Employee Benefit Plan - Long Term Disability prior to the expiration of the additional ninety (90) day period.
- 15.4 When a teacher leaves the employ of the Board all sick leave shall be cancelled.
- 15.5 Before any payment is made under the foregoing regulations, the teacher shall provide to the Board:
 - (i) A declaration, on a form to be provided by the Board, where the absence is for a period of three days or less.
 - (ii) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.

(iii) When the sickness extends for a period of over one month, the teacher shall be required to furnish a further medical certificate at the end of each month through the duration of the sickness until such time as the A.S.E.B.P. - Long Term Disability shall take effect. Arrangements for providing such medical certification shall be made through the Human Resources Department.

16. EMPLOYEE BENEFIT PLANS

16.1 Alberta School Employee Benefit Plan

All teachers shall be covered under the provisions of the A.S.E.B.P. Life Insurance Plan 2A and Long Term Disability Plan D1 with the Board paying 85% of the premium.

16.2 A.S.E.B.P. Extended Health Care - Plan 1

The Board's contribution to the A.S.E.B.P. - Extended Health Care - Plan 1 covering teachers employed by the Board shall be at the rate of 85% of the total premium.

16.3 A.S.E.B.P. Dental Care - Plan 3C

The Board's contribution to the A.S.E.B.P.- Dental Care - Plan 3C covering teachers employed by the Board shall be at the rate of 85 % of the total premium. For teachers teaching less than 0.5 who wish to participate, the Board's contribution of 85% shall be prorated on the the basis of their FTE.

16.4 Alberta Health Care Insurance

The Board's contribution to the Alberta Health Care Insurance covering teachers employed by the Board shall be at the rate of 85% of the total premium.

16.5 A.S.E.B.P. Vision Care Benefits

The Board's contribution to the A.S.E.B.P. - Vision Care Plan covering teachers employed by the Board shall be at the rate of 85% of the total premium.

16.6 Unemployment Insurance Rebates

In consideration of the improvements to the Employee Benefit Plan and Sick Leave Benefits, the employees covered by this contract waive any claims on rebates under the provisions of the Unemployment Insurance Act.

17. GRIEVANCE PROCEDURE

Any difference between any employee covered by this collective agreement and the Board, or in a proper case between Local No. 41 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 herein provided, without stoppage of work or refusal to perform work.

Such difference (hereinafter called "grievance") shall first be submitted in writing to the Secretary-Treasurer of the Board and to the President of The ATA Local No. 41 as the case may be, who in turn shall submit it to the Working Conditions Committee. Such written submission shall be made within fifteen (15) calendar days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance and the article(s) of this collective agreement which it is alleged have been violated.

The grievance shall be placed on the agenda of the first regular meeting of the Working Conditions Committee following receipt of the grievance by the Secretary-Treasurer of the Board and the President of The ATA Local No. 41.

If the Working Conditions Committee reaches an unanimous decision as to the disposition of any grievance, that decision shall be final and binding. If the Working Conditions Committee does not reach an unanimous or any decision the grievor shall be so informed by registered letter by the secretary of the Working Conditions Committee.

Within five (5) calendar days of receipt of the registered letter by the grievor, the grievor shall notify in writing the Secretary-Treasurer of the Board and/or the President of The ATA Local No. 41 that the grievor wishes to refer the matter to a Grievance Committee.

If the grievance is of a personal nature, the grievor, the Board or The ATA Local No. 41 will have the right to refer the grievance directly to the Grievance Committee, rather than having the matter dealt with by the Working Conditions Committee.

Such Grievance Committee shall be composed of two (2) representatives of the Board and two (2) representatives of The Alberta Teachers' Association Local No. 41. A quorum of this committee shall consist of all members. The Grievance Committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) calendar days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

If the Grievance Committee does not reach an unanimous or any decision within the said time then either the Board or The ATA Local No. 41 may by written notice served on the other party require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) calendar days after the date of the aforesaid twenty-one (21) calendar day limit expires or the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.

Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) calendar days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) calendar days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman either party may request the Minister of the Department of Labour to make the necessary appointment.

The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

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 provisions 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.

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 chairman governs and it shall be deemed to be the award of the Board.

The Arbitration Board shall give its decision not later than fourteen (14) calendar days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the chairman.

In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

CLAUSES

18. Nothing herein contained shall reduce the salary or allowance of a teacher below the amount payable immediately prior to the effective date of this collective agreement.

Notwithstanding the above, this article (18) is suspended for the term of this Collective Agreement, effective September 1, 1994. When reactivated, the period of time referred to in the article as "immediately prior to the effective date of this collective agreement", will refer to the end of the Collective Agreement that commenced on September 1, 1994, ie: August 31, 1996.

19. All previous collective agreements between or affecting the parties are hereby cancelled.

20. This collective agreement shall endure to the benefit of and shall be binding upon the parties and their successors.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

THIS 29th DAY OF June, 1994

THE ALBERTA TEACHERS' ASSOCIATION
LOCAL #41

LETHBRIDGE SCHOOL DISTRICT NO. 51

Richard Chase
President

Deanna King
Chairman

Walter Brown
Chairman,
Economic Policy Committee

E. J. Schmitt
Secretary-Treasurer

THE ALBERTA TEACHERS' ASSOCIATION

[Signature]
Coordinator of Teacher Welfare

LETTER OF INTENT

A SUB (Supplemental Unemployment Benefits) plan will be implemented for teachers on maternity leave, the details of which will be agreed to by District administration and representatives of the Economic Policy Committee.

THE PARTIES HAVE EXECUTED THIS AGREEMENT.
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT.
THIS 29th DAY OF June 1994.

THE ALBERTA TEACHERS' ASSOCIATION
LOCAL NO. 41

Richard Chase
President

LETHBRIDGE SCHOOL DISTRICT NO. 51

Dennis King
Chairman

Walter Olson
Chairman,
Economic Policy Committee

E. J. Phelan
Secretary-Treasurer

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