

SOURCE	H.T.A.		
EFF.	92	09	01
TERM.	94	08	31
No. OF EMPLOYEES	274		
Code			
NOMBRE D'EMPLOYÉS	274		

This Agreement is made in quintuplicate this 16 day of November, 1993 pursuant to The School Act, 1988 Chapter S-3.1 and the Alberta Labour Relations Act, 1988.

BETWEEN: **FORT McMURRAY SCHOOL DISTRICT NO. 2833,**  
 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** each party recognizes the other as the sole bargaining agent for the teachers employed by Fort McMurray School District No. 2833, and

**WHEREAS** terms and conditions of employment have been the subject of negotiations between the parties, and

**WHEREAS** the parties desire that these matters be set forth in an Agreement to govern terms and conditions of employment of the teachers.


**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual and other covenants therein contained, the parties agree as follows:

**1. RECOGNITION**

1.1 This 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 referred to as teachers, or, where the context requires, teacher.

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- 1.2 Notwithstanding Article 1.1, employees holding the following designations shall be excluded from this Agreement:
- a) The Superintendent
  - b) Deputy Superintendent
  - c) Assistant Superintendents
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## 2. TERM

- 2.1 This Agreement takes effect on 1992 09 01 and terminates on 1994 08 31.
- 2.2 Either party may give to the other not less than sixty (60) days nor more than one hundred fifty (150) days prior to the termination of this Agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new Agreement.
- 2.3 If no notice is given, the Agreement shall continue in full force and effect from year to year following.

## 3. SALARY SCHEDULE

- 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 years of university education of the teacher and the years 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. Tabulated below (3.3) are the minimum and maximum salary rates and the experience increments for each year of teacher education.

### 3.2.1 Deferred Salary Leave Plan

The Board agrees to offer an approved Deferred Salary Leave Plan according to policy and procedures established jointly by Board and ATA representatives to be effective 1989 09 01.

**SALARY GRID**

**1992 09 01 - 1993 08 30**

**Years of University Education**

<b>Years of Teaching Experience</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	\$30,868.	\$30,868.	\$33,982.	\$35,606.	\$37,531.
<b>1</b>	30,868.	32,044.	35,847.	37,504.	39,453.
<b>2</b>	30,868.	33,220.	37,712.	39,402.	41,375.
<b>3</b>	30,868.	34,396.	39,577.	41,300.	43,297.
<b>4</b>	30,868.	35,572.	41,442.	43,198.	45,219.
<b>5</b>	31,910.	36,748.	43,307.	45,096.	47,141.
<b>6</b>	32,952.	37,924.	45,172.	46,994.	49,063.
<b>7</b>	33,994.	39,100.	47,037.	48,892.	50,985.
<b>8</b>	35,036.	40,276.	48,902.	50,790.	52,907.
<b>9</b>	36,078.	41,452.	50,767.	52,688.	54,829.
<b>10</b>	37,120.	42,628.	52,632.	54,586.	56,751.
<b>11</b>		-	54,497.	56,484.	58,673.
<b>Increments</b>	4x0 6x1042	10x1153	11x1865	11x1898	11x1922

**1993 08 31 - 1993 08 31**

**Years of University Education**

**Years of  
Teaching  
Experience**

	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	\$31,022.	\$31,022.	\$34,152.	\$35,784.	\$37,719.
<b>1</b>	31,022.	32,204.	36,026.	37,691.	39,651.
<b>2</b>	31,022.	33,386.	37,900.	39,598.	41,583.
<b>3</b>	31,022.	34,568.	39,774.	41,505.	43,515.
<b>4</b>	31,022.	35,750.	41,648.	43,412.	45,447.
<b>5</b>	32,069.	36,932.	43,522.	45,319.	47,379.
<b>6</b>	33,116.	38,114.	45,396.	47,226.	49,311.
<b>7</b>	34,163.	39,296.	47,270.	49,133.	51,243.
<b>a</b>	35,210.	40,478.	49,144.	51,040.	53,175.
<b>9</b>	36,257.	41,660.	51,018.	52,947.	55,107.
<b>10</b>	37,304.	42,842.	52,892.	54,854.	57,039.
<b>11</b>			54,766.	56,761.	58,971.
<b>increments</b>	4X0 6x1047	10x1182	11x1874	11x1907	11x1932

**1993 09 01 - 1994 08 31**

Years of Teaching Experience	<u>Years of University Education</u>				
	2	3	4	5	6
0	\$31,022.	\$31,022.	\$34,152.	\$35,784.	\$37,719.
1	31,022.	32,204.	36,026.	37,691.	39,651.
2	31,022.	33,386.	37,900.	39,598.	41,583.
3	31,022.	34,568.	39,774.	41,505.	43,515.
4	31,022.	35,750.	41,648.	43,412.	45,447.
5	32,069.	36,932.	43,522.	45,319.	47,379.
6	33,116.	38,114.	45,396.	47,226.	49,311.
7	34,163.	39,296.	47,270.	49,133.	51,243.
8	35,210.	40,478.	49,144.	51,040.	53,175.
9	36,257.	41,660.	51,018.	52,947.	55,107.
10	37,304.	42,842.	52,892.	54,854.	57,039.
11			54,766.	56,761.	58,971.
Increments	4X0 6x1047	10x1182	11x1874	11x1907	11x1932

**4. ADDITIONAL ALLOWANCES**

4.1 In addition to the foregoing salary there shall be paid functional allowances in accordance with the following schedule:

4.1.2 Principals and Vice-Principals Administrative Allowance

4.1.2.1 For Existing Schools

Based on enrolment as of September 30 of the current year, principals shall be paid an administrative allowance according to the following schedule:

- 0.14% of the fourth year maximum per student for the first 100 students
- 0.075% of the fourth year maximum per student for the next 100 students
- 0.04% of the fourth year maximum per student for each additional student
- For purposes of E.C.S. students, each child shall be counted as one.

Notwithstanding the above, principals' basic minimum administrative allowance shall not be less than \$6500.

4.1.2.2 Administrative Transfers

When an administrator is transferred to another school by Board request, his/her administrative allowance shall be paid as follows:

Year 1: 100 percent of previous administrative allowance or the new allowance, whichever is greater.

Year 2: 75 percent of previous administrative allowance or the new allowance, whichever is greater.

Year 3: As per the new position.

4.1.2.3 For New Schools

Principals appointed to new schools in advance of opening shall receive an administrative allowance based on 50% of the approved rated capacity of the new school or \$6500. per year, whichever is greater.

4.1.3 Vice-Principals

Shall be paid 60% of the principal's allowance.

4.1.4 Acting Principal

In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of five (5)

consecutive teaching days, another administrator, supervisor or teacher may be selected by the Superintendent and shall assume the responsibility and be paid only the allowance of the administrative position he/she temporarily occupies commencing with the sixth (6) day.

4.1.5 Department Heads may be appointed by the Board for terms of two years subject to annual review on the recommendation of the Superintendent. Each Department Head shall be paid an allowance equal to seven (7) percent of the fourth year maximum grid position.

4.1.6 Supervisors may be appointed by the Board upon the recommendation of the Superintendent. Each supervisor shall be paid an allowance equal to twenty (20) percent of the fourth year maximum grid position.

4.1.7 Consultants and Coordinators may be appointed by the Board upon the recommendation of the Superintendent. Each consultant or coordinator shall be paid an allowance equal to ten (10) percent of the fourth year maximum grid position.

4.2 Fort McMurray Living Allowance will be paid to each teacher employed full time by the Board in the amount of \$2,600. per teacher per year. The allowance will be pro-rated for part-time teachers under contract.

4.3 Convention Expense will be paid on the Monday preceding the convention to each teacher employed by the Board. The rates will be as follows:

	<u>1992-93</u>		<u>1993-94</u>
a) Travel	-	\$200.	Travel - \$300.
b) Subsistence	-	\$300.	Subsistence - \$400.

Attendance at the whole of the convention will be required. Proof of attendance shall be certified by the principal/supervisor.

4.4 Business Education, Vocational Education  
and Industrial Arts Teachers

4.4.1 Teachers who teach a minimum of 50% of full time in the areas of business education, vocational education or industrial arts shall receive one experience increment for each year of significant business or industrial experience after completion of training for business education teachers or receipt of journeyman status of vocational education or industrial arts teachers. Proof of experience will be required pursuant to Section 5.1.2.

Teachers hired after 1992 09 01 will not receive allowance.

4.4.2 All increments combined shall not exceed the applicable maximum for the teacher's years of training as recognized by T.Q.S.

4.4.3 Any teacher whose placement is subject to this clause who transfers to another position not subject to this clause shall not retain the advance placement on the salary schedule unless the transfer is initiated by the Superintendent.

4.5 When non administrative teaching staff are requested by the Superintendent or his designate and agree to work during the summer vacation they will be paid **1/200** of their last salary grid position per day or be given equivalent time off as agreed to by the teacher. Teachers may also agree to district project contracts for remuneration.

**5. APPLICATION OF SALARY SCHEDULE**

5.1 Recognitio of Teaching Experience

Notwithstanding Article 4.4, allowance for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.

5.1.2 For purposes of this section, before an allowance is paid for experience prior to engagement, the teacher shall be required to submit a certified statement from previous employers to the effect that such experience was in a school under the



jurisdiction of a provincial, state or national Department of Education.

This proof shall be in the form of a letter from the Secretary-Treasurer, Superintendent or Education Board. Until satisfactory proof of experience is received, the teacher shall be paid a salary applicable to the most recent acceptable proof submitted or the minimum for the teacher's education qualifications.

- 5.1.3 A year of teacher experience shall be any one school year during which a teacher, under contract, has taught full time for not less than 120 school days. A teacher employed under contract, full time or part-time, who teaches less than 120 days, may accumulate an experience increment by combining consecutive school years of service with the Board. Increment adjustments shall be effected September 1st annually and no teacher shall be credited with more than one experience increment for one school year.

Substitute teaching, on a day-to-day basis, shall not be recognized for increment purposes. Substitute teaching under Temporary contract (replacing a teacher who is absent from his duties for a period of 20 or more consecutive teaching days) shall be eligible for increment purposes.

## 5.2 Evaluation of Teacher Education

- 5.2.1 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 1967 03 23 between the Department of Education, the Alberta School Trustees' Association and the Alberta Teachers' Association.
- 5.2.2 Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school year or on commencement of employment.

5.2.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall supply satisfactory evidence of teacher education to the Board within ninety (90) calendar days from commencement of employment. The onus of proof of further education lies with the teacher by means of the Teacher Qualifications Service.

If required proof is not received at the expiry date of this period, then the teacher's salary reverts to the next lower position on the grid or previously approved evaluation and subject to Article 5.1.2. No adjustment shall be made after June 30 of the current school year.

5.2.4 No payments for salary adjustments will be considered beyond the terms of the Collective Agreement within which such claim is initiated.

## 6. SUBSTITUTE PAY

6.1 Substitute teacher means a teacher employed on a day to day basis.

6.2 The rate of pay for substitute teachers regardless of grades taught shall be:

- a) \$106. per diem or \$59. per half-day plus four (4) percent vacation pay, for a teacher with less than four (4) years training.
- b) \$119. per diem or \$65. per half-day plus four (4) percent for vacation pay, for a teacher with four (4) or more years training.

The total amount shall be paid monthly to the substitute teacher.

6.3 A substitute teacher, after teaching five (5) consecutive days for the same teacher, for the purposes of salary, shall be paid as a temporary teacher for the additional consecutive days taught for that same teacher or substitute teacher, whichever is greater, according to his/her qualifications. Submission of years of teaching experience and certification shall be governed by Articles 5.1.2 and 5.2.3.

## TEACHERS ON PROBATIONARY / INTERIM CONTRACTS

7.1 Teachers on probationary/interim contracts shall be notified by the Board thirty (30) days prior to the end of the current school year whether they will be offered a continuing contract, a probationary contract for an additional year, or if their contract will not be renewed.

### 8. \_\_\_\_\_

8.1 Save and except substitute teachers and temporary teachers, each teacher shall be paid:

8.1.1 One-twelfth of his/her annual rate of salary on the morning of the last teaching Thursday of each month from September to May inclusive;

8.1.2 Two-twelfths of his/her annual rate of salary on the last teaching Thursday of June;

8.1.3 One-twelfth of his/her annual rate of salary on the last Thursday of August.

8.1.4 Teachers will have their pay deposited directly into the financial institution of their choice prior to 12:00 noon on pay days through the District's direct cheque deposit system.

All teaching staff will participate in the direct deposit system effective one month after date of signing of the collective agreement.

8.2 Unless specifically permitted by this Agreement, authorized by the teacher, or required by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.

8.3 Part-time teachers shall receive recognition for salary purposes for the aggregate of those occasions when required to perform full time services.

## 9. SABBATICAL LEAVE

The Board agrees to maintain staff development policies and regulations and such regulations shall incorporate the provision for sabbatical leave for employees covered under this Agreement.

## 10. LEAVES OF ABSENCE

### 10.1 Personal Reasons

A teacher shall receive leave of absence subject to the following conditions:

### 10.2 With Full Pay

- (i) For the critical illness of the teacher's father, mother, spouse, child, sibling, grandparent, grandchild, son-in-law, daughter-in-law or parents of spouse:

- (a) in town: - not more than three (3) working days
- (b) ~~out~~ of town - in Alberta: not more than four (4) working days
- (c) out of town - ~~out~~ of Alberta: not more than five (5) working days

Medical statement certifying critical nature of illness may be required.

- (ii) For the funeral of any of the above:

- (a) in town: - not more than three (3) working days
- (b) out of town - in Alberta: not more than four (4) working days
- (c) out of town - out of Alberta: not more than five (5) working days

- (iii) For combined critical illness and death:

- (a) in town: not more than six (6) working days
- (b) out of town - in Alberta: not more than eight (8) working days
- (c) out of town - ~~out~~ of Alberta: not more than ten (10) working days

- (iv) For the funeral of brother-in-law or sister-in-law:  
two (2) working days leave.
- (v) The Superintendent will consider, upon request, leave in addition to (i) through (iv) where special circumstances prevail.
- (vi) ~~Once~~ Once per school year, leave amounting to one (1) working day in town or up to three (3) working days out of town for:
  - (a) Paternity leave during confinement
  - (b) Legal adoption
- (vii)
  - (a) For closure of public roads within the boundaries of the school jurisdiction including Fort McMurray Airport which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school;
  - (b) For closure of Highway 63 leading to Fort McMurray and for closure of airports which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school.
- (viii)
  - (a) For jury duty or any summons related thereto,
  - (b) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,
  - (c) Provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court provided that the action is not initiated by or on behalf of the employee.
- (ix) For bargaining sessions with the Board if it is agreed to bargain during school hours providing that full reimbursement of the substitute teacher salary is recoverable from the Alberta Teachers' Association.

10.2.1 The Superintendent or designate may approve leave with full pay:

- (i) To attend conferences, conventions or other meetings,

- (ii) To visit other schools,
- (iii) To attend meetings or committee meetings of Alberta Education, Senates of Colleges/Universities or meetings of municipal bodies of which he/she is a member,
- (iv) For one working day to attend son's, daughter's, spouse's or own Convocation,
- (v) On business connected with the school system,
- (vi) For any teacher who is referred for health care or for that of his or her own spouse and children beyond the limits of the community.
- (vii) For any teacher appointment by Alberta Education to mark diploma examinations.
- (viii) For one-half working day to attend son's/daughter's local public high school graduation.

### 10.3 Leave With Cost Of Substitute To Be Paid By ATA

A teacher may apply for and may be granted a leave of absence for the following reasons, provided that such leave be in writing to the Employer at least 10 days prior to said leave:

- 10.3.1 For elected members to attend meetings of the Provincial Executive Council of the Alberta Teachers' Association, or any committee thereof, or attend meetings as representatives of that Association.

### 10.4 Maternity Leave

- 10.4.1 In accordance with the Employment Standards Code, teachers are entitled to voluntary maternity leave without pay or benefits. The teacher commencing maternity leave may continue her benefit coverage by prepaying premiums.

- 10.4.2 Maternity leave shall not exceed eighteen (18) weeks.

- 10.4.2.1 Extended leave may be granted in combination with maternity leave. The combined leaves will

not exceed twelve (12) months. Return from extended leave must coincide with the beginning of a semester or Spring Break for high school teachers. For all other teachers return must coincide with the end of the Christmas Break or Spring Break or the beginning of the next school year.

**10.4.3** The teacher shall determine the beginning and ending dates of her maternity leave.

**10.4.4** When possible the teacher shall provide notice of her leave requirements 90 days in advance of the commencement of her maternity leave.

**10.4.5** The Board will require a medical certificate specifying the anticipated date of delivery.

**10.4.6** The Board shall continue its payment of benefit plan premiums as identified in Article 11 of the Collective Agreement during the health related portion of a teacher's maternity leave.

The Board shall establish and maintain a Supplementary Unemployment Benefit (SUB) plan for that portion of the teacher's maternity leave that is health related.

**10.4.7** Upon completion of her scheduled maternity and extended leaves, the teacher shall be:

- a) returned to the position held at the commencement of the leave, or
- b) returned to a comparable position as mutually agreed between the teacher and the Superintendent or his/her designate.

**10.4.8** Early Return To Work

- a) The teacher, with the agreement of the Board, may shorten the duration of the six week period following

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

- b) The teacher who wishes to resume working shall give the Board no less than two weeks notice in writing of the day on which she intends to resume working.
- c) A teacher who wishes to resume working before the scheduled end of her leave will be assigned to an appropriate teaching position within the District. At the end of her scheduled leave, the teacher may elect to return to the position held at the commencement of the leave.

## **11. HEALTH RELATED LEAVE**

The Board recognizes that from time to time a teacher will be unable to perform regular duties as a result of accident, illness or disability. The Board agrees to make provision for appropriate modifications to the teacher's work assignment or, if necessary, for a leave of absence with or without pay or benefits.

- 11.1** Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability in accordance with the following schedule:

In the first year of service with the Board, sick leave shall accumulate at a rate of one day for every nine (9) days worked to a maximum of twenty (20) working days. This sick leave may be applied retroactively, once earned, at any time during the school year. After one (1) year of service: sixty (60) working days.

- 11.2** In the case of a disability preventing a teacher from teaching and where no modification of work requirements is possible a teacher may be eligible for long term disability. Salary will be paid during the ninety (90) calendar day waiting period, to the maximum of the teacher's accumulated sick leave.
- 11.3** Where a teacher has suffered an illness **and/or** has been paid under the provisions of the Prudential of America Long Term Disability Plan, upon his/her return to full time duty, he/she shall be entitled to an additional sick leave benefit in the current year in accordance with the



following schedule to a maximum of:

Less than one year of service: Nil

After one year of service: 60 working days

- 11.4 Before a teacher returns to work after health related absence of ten (10) or more working days, a medical certificate shall be required certifying that the teacher is medically able to return to work.
- 11.5 On the termination of employment of a teacher, all sick leave entitlements with the Board shall be cancelled.
- 11.6 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness is required to present a signed statement or medical certification upon request. The Board reserves the right to require a medical examination by a doctor selected by the Board.
- 11.6.1 Where no one other than the employee can provide the needs during illness of a child or spouse, an employee shall be entitled to use a maximum of three (3) accumulated sick leave days per school year.

## **12. HEALTH AND MEDICAL CARE BENEFITS**

### **12.1 Extended Health Care**

The Board will contribute 100% of the cost of premiums per month for all teachers participating in the Alberta Blue Cross Extended Health Care Plan, Class A. This plan shall include 100% coverage of prescription drugs.

### **12.2 Alberta Health Care**

The Board will contribute 100% of the cost of premiums per month of the Alberta Health Care Insurance Plan for all teachers participating in the Alberta Health Care Insurance Plan.

### **12.3 Life, Accidental Death and Dismemberment and Long Term Disability**

12.3.1 The Board will contribute 100% of the cost of premiums per

month of all eligible teachers participating in the Prudential of America Insurance Plan, Class A, which provides for four times the teacher's annual salary.

12.3.2 The Board will contribute 100% of the cost of premiums per month for all eligible teachers participating in the Prudential of America Long Term Disability Plan, Class A.

12.3.3 Membership in the Prudential of America Life Insurance and Long Term Disability Insurance Plan, Class A, shall be a condition of service.

12.4 The Board will contribute 100% of the cost of premiums per month for all eligible teachers participating in the Citadel Assurance Accidental Death and Dismemberment Plan, Class A.

#### 12.5 Dental Care

The Board will make available the Alberta Blue Cross Dental Care Plan, Class A. Membership in the Alberta Blue Cross Dental Care Plan, Class A, shall be a condition of employment with exception of those teachers who elected not to participate prior to September 1978 and those who are not eligible to participate as defined in the Plan and those who are covered under an equivalent spouse's plan, proof of which will be required. The Board will contribute 100% of the cost of premiums per month for all teachers participating in the Alberta Blue Cross Dental Care Plan, Class A. This plan shall provide for 100% of costs of routine treatments, 80% of the costs of major treatments, and 50% of the costs of orthodontic treatments.

#### 12.6 Vision Care

The Board will contribute 100% of the cost of premiums per month for all teachers participating in the Alberta Blue Cross Vision Care Plan, Class A.

12.7 **Eligibility**

Teachers commencing part-time employment with the Board after August 31, 1994 will be eligible to participate in benefit programs on the basis of shared payment of premiums prorated to each teacher's full-time equivalent. The Board will contribute 100% of the cost of premiums per month for all teachers whose part-time employment prior to August 31, 1994 was between 0.5 to 0.99 full-time equivalency.

- 12.8 The agreed to sharing of premium costs of insurance benefits provided herein includes rebates made to the employer under Unemployment Insurance Regulations; no further adjustment is intended to be passed on to employees entitled to the benefits as provided, unless otherwise stated.

**13. PERSONAL LEAVE**

- 13.1 A teacher may apply for one day leave per school year with pay for personal reasons and be granted such leave at the discretion of the Superintendent or his designate. Personal leave will not be considered immediately prior to or following a holiday or holiday period.
- 13.2 A teacher may apply for one day leave per school year for personal reasons with pay less the cost of substitute teacher services regardless of whether or not a substitute is required and be granted such leave at the discretion of the Superintendent or his designate. Such leave will not be considered immediately prior to or following a holiday or holiday period.
- 13.3 Additional personal leave not covered elsewhere in this Agreement may be considered with or without loss of pay at the discretion of the Superintendent.

## 14. GRIEVANCE PROCEDURE

- 14.1 Any difference between any employee covered by this Agreement and the Board, or in a proper case of the Bargaining Unit No. 2833 of the Alberta Teachers' Association and the Board concerning the interpretation, application, operation or alleged violation of this Agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.
- 14.2 Such difference (hereinafter called "a grievance") shall first be submitted in writing to the Secretary-Treasurer of the Board and the Chairman of the E.P.C. for Bargaining Unit No. 2833 as the case may be within fifteen (15) days from the date when the party was first aware of the incident leading to the grievance. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought.

- 14.2.1 In the event the grievance is not settled within fifteen (15) days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) days have elapsed from the expiration of the aforesaid fifteen (15) day time period, the grievance shall be referred in writing to the Secretary-Treasurer of the Board and the Chairman of the E.P.C. for Bargaining Unit No. 2833 who in turn shall notify their respective grievance committee members.

Such grievance committee shall be composed of two (2) representatives of the Board and two (2) representatives of the Bargaining Unit No. 2833 of the Alberta Teachers' Association. 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 within twenty-one (21) days following receipt of the submission except whereby 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.

**14.3** 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 must be given within ten (10) days after the date the aforesaid twenty-one (21) day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

**14.3.1** Each party shall appoint one member as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) 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.

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

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

**14.4.1** 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 chairman governs and it shall be deemed to be the award of the board.

**14.5** The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.

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

14.7 All the aforesaid time limits referred to in the grievance procedures shall be exclusive of Saturdays, Sundays and Statutory Holidays.

14.7.1 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.

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

## **15. COMMUNICATIONS COMMITTEE**

A committee will be organized, the purpose of which will be to discuss and attempt to resolve items of concern between the Board and the teachers.

- 15.1 Composition: Three representatives of the Board and
- (a) Chairman of the E.P.C. for the Fort McMurray Bargaining Unit No. 2833;
  - (b) Two other representatives of the E.P.C. for the Fort McMurray Bargaining Unit No. 2833.

15.2 Meetings may be held in November, February and May or as required. Meetings will be called during these times by the Chairman of the E.P.C. for the Fort McMurray Bargaining Unit No. 2833 or by a representative of the Board.

## **GENERAL ARTICLES**

16. Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective dates of this Agreement.

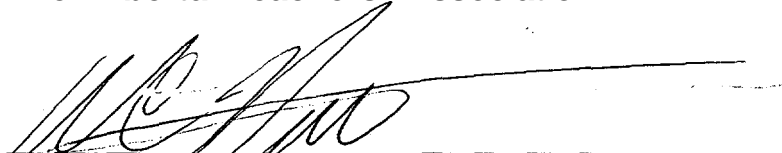
17. All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.

- This Agreement shall enure to the benefit of all and shall be binding upon the parties and their successors.
19. Amendments to this Agreement may be sought by either party at any time during the life of this Agreement and may be executed only with consent in writing of both the Board and the Fort McMurray Bargaining Unit No. **2833**.
20. The Board shall make available to each teacher of the Fort McMurray Bargaining Unit No. **2833** a copy of the Collective Agreement as soon as possible following its signing.
21. This Collective Agreement shall remain in effect until such time as a new Agreement is reached or a strike or a lock-out occurs and the following items shall be among those included in the retroactive application to **1992 09 01** :

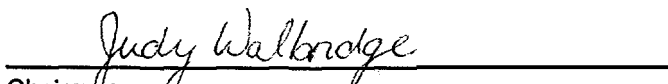
- 3.3 Grid
- 4.2 Fort McMurray Living Allowance
- 4.3 Convention Allowance
- 4.1.2 Principal's Allowance
- 4.1.3 Vice-Principal's Allowance
- 4.1.4 Acting Principal's Allowance
- 4.1.5 Department Head's Allowance
- 4.1.6 Supervisor's Allowance
- 4.1.7 Consultant's/Co-ordinator's Allowance
- 6.2 Substitute Teachers Salary


IN WITNESS WHEREOF the parties have executed this Agreement by the proper officers on their behalf this 16 day of November, 1993.

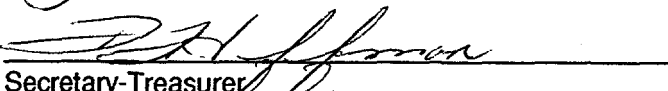
**The Alberta Teachers' Association**

  
\_\_\_\_\_  
Co-ordinator of Teacher Welfare


**Fort McMurray School District No. 2833**

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Chairman, Negotiating Committee

  
\_\_\_\_\_  
Secretary-Treasurer

**Fort McMurray Bargaining Unit No. 2833  
CE The Alberta Teachers' Association**

  
\_\_\_\_\_  
Chairman, N.S.C.

  
\_\_\_\_\_  
Chairman, E.P.C.