

SOURCE	School		
EST.	9/1/04	01	
TERM.	1/01	01	
NO. OF EMPLOYEES	354		
NOMBRE D'EMPLOYÉS	354		

**MEDICINE HAT SCHOOL DISTRICT NO. 76**

**SALARY AGREEMENT**

**BETWEEN:**

**THE BOARD OF TRUSTEES OF THE MEDICINE HAT SCHOOL DISTRICT NO. 76, 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 A.T.A."**

**OF THE SECOND PART**

**APRIL 1ST, 1994 - AUGUST 31ST, 1997**

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**MEDICINE HAT SCHOOL DISTRICT No. 76**

**SALARY AGREEMENT**

**MADE** this 16th day of March, A.D. 1994.

**BETWEEN:**

The Board of Trustees of the Medicine Hat  
School District No. 76, 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 A.T.A."

**OF THE SECOND PART**

***NOW THEREFORE, THIS AGREEMENT WITNESS:***

**ARTICLE 1. RECOGNITION**

During the currency thereof, this Agreement shall be applicable to all teachers employed by the Board, excluding thereout:

- a) The Superintendent;
- b) All Second Line Officers.

**ARTICLE 2. DURATION OF AGREEMENT**

X This Agreement shall remain in full force and effect from April 1st, 1994, and continue in full force **and** effect to the 31st day of August, 1997, and from year to year thereafter, unless either party to this Agreement is given notice in writing by the other party, not less than sixty (60) days or more than one hundred and eighty (180) days prior to the expiry date in any subsequent year. Such notice shall contain particulars of all amendments sought.

**ARTICLE 3. SAURY SCHEDULES**

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 maximum salary rates and the experience increments for each year of teacher education.

**3.3 Salary Schedule**

Years of Teaching Experience	<u>Years of Teacher Education</u>					
	1	2	3	4	5	6
<b>Effective April 1st, 1994.</b>						
E O	35,400	35,400	27,950	31,400	33,500	35,500
X 1	35,400	35,400	29,100	33,400	35,500	37,500
P 2	35,400	35,400	30,250	35,400	37,500	39,500
E 3	35,400	35,400	31,400	37,400	39,500	41,500
R 4	35,400	35,400	32,550	39,400	41,500	43,500
I 5	35,400	35,400	33,700	41,400	43,500	45,500
E 6	35,400	35,400	34,850	43,700	45,800	47,800
N 7	35,400	35,400	36,000	46,000	48,100	50,100
C 8	35,400	35,400	37,200	48,300		52,400
E 9	35,400	35,400	38,400	50,600	52,700	54,700
10	35,400	35,400	39,600	52,900	55,000	57,000
Increment			7X1150 3X1200	5X2000 5X2300	5X2000 5X2300	5X2000 5X2300

Years of Teaching Experience	<u>Years of leacher Education</u>					
	1	2	3	4	5	6
<b>Effective September 1st, 1994.</b>						
<b>E O</b>	<b>35,000</b>	<b>35,000</b>	<b>27,300</b>	<b>30,350</b>	<b>32,400</b>	<b>34,300</b>
<b>X 1</b>	<b>35,000</b>	<b>35,000</b>	<b>28,400</b>	<b>32,300</b>	<b>34,350</b>	<b>36,250</b>
<b>P 2</b>	<b>35,000</b>	<b>35,000</b>	<b>29,500</b>	<b>34,250</b>	<b>36,300</b>	<b>38,200</b>
<b>E 3</b>	<b>35,000</b>	<b>35,000</b>		<b>36,200</b>	<b>38,250</b>	<b>40,150</b>
<b>R 4</b>	<b>35,000</b>	<b>35,000</b>	<b>31,700</b>	<b>38,150</b>	<b>40,200</b>	<b>42,100</b>
<b>I 5</b>	<b>35,000</b>	<b>35,000</b>	<b>32,800</b>	<b>40,100</b>	<b>42,150</b>	<b>44,050</b>
<b>E 6</b>	<b>35,000</b>	<b>35,000</b>	<b>33,900</b>	<b>42,350</b>	<b>44,400</b>	<b>46,300</b>
<b>N 7</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>44,600</b>	<b>46,650</b>	<b>48,550</b>
<b>C 8</b>	<b>35,000</b>	<b>35,000</b>	<b>36,100</b>	<b>46,850</b>	<b>48,900</b>	<b>50,800</b>
<b>E 9</b>	<b>35,000</b>	<b>35,000</b>	<b>37,300</b>	<b>49,100</b>	<b>51,150</b>	<b>53,050</b>
<b>10</b>	<b>35,000</b>	<b>35,000</b>	<b>38,500</b>	<b>51,350</b>	<b>53,400</b>	<b>55,300</b>
<b>Increment</b>			<b>8X1100</b>	<b>5X1950</b>	<b>5X1950</b>	<b>5X1950</b>
			<b>2X1200</b>	<b>5X2250</b>	<b>5X2250</b>	<b>5X2250</b>

### 3.4 Evaluation of Teacher Education

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

3.5 The adjustment date for change in the allowance for teacher education shall be September 1st and February 1st of each year.

3.6 Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall supply to the Board, within forty-five (45) days from commencement of the school year, or from the date of commencement of duties, a statement of qualifications to be issued by the Teachers' Qualifications Service of the Association.

Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.

If proof of application for a statement of qualifications is supplied within forty-five (45) days, the teacher education shall be paid retroactively to the commencement of employment. If proof of said application is not supplied within forty-five (45) days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

3.7 No payment for salary adjustments will be considered beyond the terms of the Collective Agreement within which the claim is initiated.

3.8 Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the collective agreement in force in the month of September of the new school year.

#### **ARTICLE 4. ADDITIONAL ALLOWANCES**

##### 4.1 Principal's Allowance

- Effective April 1st, 1994, - \$1,650.00 basic plus administrative allowance.

##### 4.2 Administrative Allowances

###### **April 1, 1994**

Up to 100 pupils	\$ 46.50 per pupil
101 - 200 pupils, an additional	\$ 26.75 per pupil
201 - 300 pupils, an additional	\$ 18.50 per pupil
301 - 400 pupils an additional	\$ 15.00 per pupil
401 - 500 pupils an additional	\$ 9.25 per pupil
Over 500 pupils, an additional	\$ 9.25 per pupil

No principal to receive an allowance based on less than \$7,650.00 a year effective April 1st, 1994.

Pupil count to be as at September 30th of the current year.

Payments to be rounded out to nearest \$50. In case of an even \$25, the payment **shall** be rounded to the nearest \$50 above, \$75 to be rounded to \$100.

4.3 Vice Principals - First or only Vice Principal, sixty percent (60%) of the principal's allowance.

4.4 Second and Third Vice Principals - fifty percent (50%) of the principal's allowance.

4.5 Co-ordinator - on the basis of the minimum administrative allowance paid to a principal as provided for in Clause 4.2.

4.6 Consultants - on the basis of sixty percent (60%) of the administrative allowance for a school with 300 pupils.

4.7 Department Heads - on the basis of fifty percent (50%) of the principal's allowance for a school with 150 pupils.

#### **ARTICLE 5. SUBSTITUTE PAY**

5.1 Substitute Teacher means a teacher employed on a day-today basis.

5.2 **Effective April 1st, to August 31st, 1994**, substitute teachers shall be paid \$105.77 per day. With four (4%) percent holiday pay added, the amount will be \$110.00 per day. **Effective September 1, 1994**, substitute teachers shall be paid \$100.48 per day. With four (4%) percent holiday pay added, the amount will be \$104.50 per day. In the case of a substitute teacher being employed more than ten consecutive days in the same classroom commencing on the eleventh day and each day thereafter, the rate of pay shall be in accordance with training and experience **as** set forth in Clause 3.3, and in the event that the substitute teacher continues in the same classroom for a period exceeding nineteen consecutive days, the rate of pay shall be in accordance with Clause 3.3 retroactive to the first consecutive day of employment; that is to say, an adjustment will be made for the first ten days.

#### **ARTICLE 6. RECOGNITION OF PAST EXP**

6.1 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. The adjustment date for change in allowance for teaching experience shall be September 1st of each school year.

6.2 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. Until such evidence is submitted, or if it is not submitted within ninety (90) calendar days after commencement of employment, the Board may evaluate the teaching experience.

6.3 A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 120 school days. A teacher, including a substitute teacher, who teaches less than 120 days in a school year, may accumulate an experience increment by combining any two consecutive years of service with the Board, providing that a minimum of forty (**40**) days service per year and not less than 120 days service over the two year period be rendered.

#### **ARTICLE 7. VOCATIONAL TRAINING & INDUSTRIAL ARTS**

7.1 Definition: A vocational teacher is one who is employed to teach vocational **shop** or business education courses at the senior high level.

7.2 An Industrial Arts teacher is one who is employed to teach Industrial Arts courses at the junior and senior high levels.

7.3 The initial placement allowance shall remain constant throughout the period of employment.

7.4 Training: The professional training of vocational and industrial Arts teachers shall be evaluated as **follows**:

- (i) Teacher education according to Section 3.4 of this Agreement.

**AND**

- (ii) A certificate of proficiency in a designated trade (Journeyman's Certificate) recognized by the Alberta Apprenticeship Board.

**OR**



Successful completion of a two year course at a school of technology shall be regarded as equivalent to one year of teacher education for salary purposes.

- (iii) Technical or business education training not covered by the preceding Sections (i), (ii) may be evaluated by a committee consisting of a representative of the Board, a representative of the A.T.A., and the Superintendent of Schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under Section 3.4.
- (iv) Clauses (ii) and (iii) do not apply when trade or business education training has been given credit toward a Bachelor of Education degree.

### **ALLOWANCE FOR VOCATIONAL EXPERIENCE**

7.5 Upon engagement, an initial trades allowance shall be granted. The amount of the allowance shall be determined by a committee consisting of one representative of the Board, the Superintendent of Schools, and two representatives of the A.T.A. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.

7.6 The total salary shall not exceed the maximum provided in the respective category of teacher training and shall not exceed that of a teacher on staff with equivalent training and experience.

7.7 Credit will be given only for trade experience obtained after the person has obtained the formal training as listed in 7.4(ii) and (iii) above.

7.8 Credit will be given only for business experience obtained after graduation from a senior high school, business college, junior college, or equivalent institution offering business education.

## **ARTICLE 8. PROFESSIONAL DEVELOPMENT LEAVE**

8.1 A teacher who has taught in the school system for a minimum of seven years may be granted a leave for professional improvement.

8.2 Application for leave shall be presented to the Superintendent of Schools not later than January 15th for leave which is to occur in the following school year. The applicant must be notified of the Board's decision within THIRTY (30) DAYS after the deadline date for receiving applications.

8.3 A teacher who is granted leave shall, upon his return, be given a position no less favourable than the one he had before the leave and experience increment will be allowed.

8.4 A teacher having been granted leave shall spend his time in the improvement of his professional standing by studying at a recognized learning institution. Application for leave shall be accompanied by a clear statement of the teacher's purpose.

8.5 In lieu of regular salary, a teacher while on professional development leave shall be granted allowance at the rate of sixty-five percent (65%) of annual salary for the year which leave is granted, payable at the rate of 1/12th of the leave allowance so determined, for each month of leave, with payments to commence on the last day of the first calendar month of the leave.

Where professional development leave is granted for periods of **less** than a full year, leave allowance shall be at the rate of sixty-five percent (65%) of annual salary for the year in which leave is granted, computed for the number of teaching days on leave in ratio to **200**, payable in equal monthly installments for each month of leave, with payments to commence on the last day of the first calendar month of leave.

8.6 A teacher who is granted leave shall agree, in writing, to **serve** the Board for a period of not less than one year for each semester taken.

8.7 The **Board** shall maintain employee benefits under Clauses 10.7, 10.8, 10.9, and 10.11 of this Agreement for a teacher who is granted professional development leave.

## **ARTICLE 9. LEAVE OF ABSENCE**

### **9.1 Personal Leave**

A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions.

### **9.2 With Full Pay**

#### **(i) Critical Illness**

Critical Illness shall mean a life-threatening illness.

For the critical illness or illness requiring admission to hospital intensive care unit, of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse and siblings of spouse - not more than FIVE (5) DAYS, or until death occurs.

A statement will be required if death does not occur, signed by the teacher, signifying to the critical nature of illness, or the illness requiring admission to a hospital intensive care unit, and the qualified medical practitioner's name, address and telephone number who may be contacted to verify the statement. The statement shall contain an Authorization allowing the Doctor to release information relating to the illness giving rise to the leave to the Secretary-Treasurer of the Board.

#### **(ii) Death in Family**

For the death of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse, and siblings of spouse - not more than THREE (3) DAYS if the funeral is held in the City, and not more than FIVE (5) DAYS if the funeral is held outside of the City.

(iii) For the funeral of grandparents, grandchildren and in-laws - two (2) day's leave. If circumstances warrant additional leave, the two days may be extended to a maximum of five (5) days.

(iv) For funeral of uncle, aunt, cousin, nephews, nieces - one (1) day's leave.

- (v) For acting as pallbearer - half day.
- (vi) For the purpose of writing university examinations - one day.
- (vii) While participating in University Convocation Exercises - one day.
- (viii) While obtaining citizenship papers at a scheduled session of the Court - half day.
- (ix)
  - (a) For jury duty or for attending for selection purposes, 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.

Provided that the teacher remits to the Board any witness fee or jury stipend -- excluding allowances and/or expenses -- set by the court or other **body**.
- (x) For the adoption of a child - one day.
- (xi) For paternal leave for the birth of a child - one day.
- (xii) The Superintendent of Schools may recommend to the Board of Trustees additional compassionate leave under Clause 9.2 (i) and 9.2 (ii) only.

**9.3 With Loss of Substitute Pay Whether Substitute Required or Not**

- (a) Temporary leave of absence with pay, providing the Board is reimbursed for the cost of a substitute teacher, shall be granted to teachers.
  - (i) For attendance at meetings of committees of the Department of Education.
  - (ii) For attendance at meetings or any function at the request of the provincial or local Alberta Teachers' Association.

- (iii) For attendance at educational conventions in an official capacity; or for the attendance at Civic Government meetings or conventions in an official capacity.
  - (iv) For any other professional reasons that have been approved by the Superintendent of Schools.
- (b) Temporary leave of absence with pay, of up to six days in a school year, shall be granted to teachers, providing the Board is reimbursed for the cost of a substitute teacher.
- (i) For not more than two **days** in any one school year for an illness of a non-critical nature in the teacher's household.
  - (ii) For not more than two days in any one school year for some emergency or misfortune demanding his attention.
  - (iii) Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the teacher's control.
  - (iv) For the funeral of a friend of the family - one day.
  - (v) While officially representing a service club, fraternal organization, church or co-operative - up to five days in any one year.
  - (vi) For attending post-secondary convocation exercises of a spouse or child - one day.
  - (vii) While officially representing a Federal or Provincial Political Party with representation in either house, or Federal or Provincial Government Committee or Delegation - up to FIVE (5) DAYS in any one year. This clause shall not provide time off for campaigning for any elected political office.
  - (viii) For not more than three (**3**) days in any one school year for personal reasons.

Leave under all Sections in this clause except for (i), (iv) and (vi) shall not be used to extend the Christmas Vacation, Easter Vacation, or Summer Vacation Periods.

#### 9.4 **Maternity Leave**

- (i) Teachers are entitled to maternity leave without pay for up to one year under the following condition:
  - (a) The Teacher concerned' shall obtain and submit a Certificate from her physician certifying to her pregnancy and the approximate date of delivery.
- (ii) Notwithstanding Clause 9.4(i), the Board will register and implement a Supplementary Unemployment Benefits Plan. This Plan will provide the Teacher with 95% of regular salary and allowances and 100% benefits under Clauses 10.7, 10.8, 10.9, and 10.11 for that portion of the maternity leave which is health related to a maximum 13 weeks.
- (iii) In the event the "Health Related Portion" of Maternity Leave exceeds ninety (90) calendar days, the eligible employee will make application for long-term disability under the same terms and conditions as for any other illness, injury, or disability.
- (iv) Leave under Clause 9.4 shall be recognized for increment purposes to a maximum of the number of teaching days which occur while that teacher is covered by Unemployment Insurance Statutes for that Leave, in lieu of the teacher not returning to work during the months of May or June of a School Year.
- (v) The Board shall maintain employee benefits under Clauses 10.8, 10.9, and 10.11 of this Agreement for a Teacher who is granted leave under Article 9.4 to a maximum of the number of weeks which occur while that teacher is covered by Unemployment Insurance Statutes for that leave.
- (vi) A teacher who is granted leave shall, upon her return, be given a position no less favourable than the one she had before the leave.

## 9.5 ***Adoption Leave***

A Teacher shall be eligible for adoption leave for up to one year without pay under the following conditions:--

- (a) The Teacher shall advise the Board of the Intent to Adopt at the earliest possible date.
- (b) Normally the beginning of such leave shall be the week of adoption.
- (c) Normally the leave shall terminate at the end of the time as required by Government Regulations, or after a holiday or a semester break following the said period of time.
- (d) A teacher returning to work from an adoption leave of more than one year shall be entitled to a teaching position no less favourable than the position the teacher vacated.

## 9.6 ***Deferred Salary Leave Plan***

The Board will establish a Deferred Salary Leave Plan which adheres to Revenue Canada Requirements.

## **ARTICLE 10. SICK LEAVE**

10.1 Annual sick leave, with pay, will 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:

- (i) In the first year of service with the Board, in accordance with the provisions of the School Act. After one year of continuous service - **90** calendar days.

10.2 After ninety (90) calendar days of continuous absence due to medical disability, no further salary nor employee benefits of any kind shall be paid and the Alberta School Employee Benefit Plan shall take effect.

10.3 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (Clauses 10.7(i) and 10.2), upon his return to full-time duty, he 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 continuous service - 90 calendar days.

Continuous service shall not be affected by Christmas Vacation, Easter Vacation or Summer Vacation.

10.4 When a teacher leaves the employ of a Board, all sick leave shall be cancelled.

10.5 When a teacher remains on a leave of absence for a period exceeding one (1) year, all sick leave shall be cancelled.

10.6 Before any payment is made under the foregoing regulations, the teacher shall provide:

- (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 employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.

10.7 ***Alberta School Employee Benefit Plan - Life Insurance and Long Term Disability***

- (i) All teachers, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Schedule "II", Plan "D" with the employer paying one hundred percent (100%) of the premium.



10.8 ***Alberta Health Care Insurance***

The Board's contribution to the Alberta Health Care Insurance covering teachers employed by the Board, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of one hundred percent (100%) of the total premium.

10.9 ***Alberta School Employee Benefit Plan - Extended Health Care - Plan I***

The Board's contribution to the A.S.E.B.P. - Extended Health Care - Plan I covering teachers employed by the Board, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of one hundred percent (100%) of the total premium.

10.10 ***Unemployment Insurance Rebates***

In consideration of the improvements to the A.S.E.B.P. - Extended Health Care and the Alberta Health Care Insurance, the employees covered by this contract waive any claims on rebates under the provisions of the Unemployment Insurance Act.

10.11 ***Alberta School Employee Benefit Plan - Dentalcare***

Teachers employed by the Board, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Plan 3 of the Alberta School Employee Benefit Plan - Dentalcare, with the Board paying eighty-five percent (85%) of the total premium subject to the following conditions:

- (i) The teachers employed by the Board on or before January 1st, 1981, may choose not to be covered by the plan.
- (ii) Teachers commencing employment with the Board after January 1st of that year shall be covered by the plan. Where there is a duplication of benefit because the spouse of a teacher has the benefit plan or a similar plan, the teacher may be exempted from the condition of employment.
- (iii) Any teacher who decides to join the plan after initially opting out of the plan, shall be covered under the Plan subject only to the conditions provided under the terms of the plan.

**ARTICLE 11. EARLY RETIREMENT INCENTIVE PLAN**

11.1 The Board will pay a Retirement Incentive to all eligible Teachers.

11.2 Eligible Teachers shall be all teachers who have been under contract to the Board for a minimum of ten (10) consecutive years inclusive of the year of retirement and who meet the following conditions:--

- (a) Teachers who are 55 years of age by June 30th.
- (b) Teachers who are older than 55 years of age but will achieve a Teacher Retirement Fund Index of 85 by June 30.
- (c) Teachers who are older than 55 years of age, but have not achieved a Teacher Retirement Fund Index of 85 by June 30.

**IN ANY CASE, NO OTHER TEACHER SHALL BE ELIGIBLE.**

11.3 Notwithstanding Clause 11.2, the Board may, at its discretion, grant a Retirement Incentive to other teachers.

11.4 The amount of the incentive shall be calculated as follows:--

$$\text{\$25,000} \times \frac{\text{YEARS OF PENSIONABLE SERVICE OF LAST 10 YEARS}}{10}$$

11.5 The Date of Payment of the Incentive shall be September 1 following Retirement or other Time Mutually Agreeable to the Teacher and the Secretary-Treasurer.

11.6 Eligible teachers must apply to the Secretary-Treasurer no later than May 30th.

**ARTICLE 12. GRIEVANCE PROCEDURE**

Any difference between any employee covered by this Agreement and the Board, or in a proper case between No. 76 Sub-local 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 herein provided, without stoppage of work or refusal to perform work.

Such difference (hereinafter called "a grievance") shall first be submitted in writing to the Secretary-Treasurer of the Board and to the Secretary of No. 76 Sub-local of the Alberta Teachers' Association, as the case may be. Such written submission shall be made within fifteen (15) 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 articles of this Agreement which it is alleged have been violated.

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) days time period, the grievance shall be referred in writing to the grievance Committee. Such grievance committee shall be composed of two **(2)** representatives of the Board and ~~two~~ **(2)** representatives of the No. 76 Sub-local of the Alberta Teachers' Association. 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)** 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 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 of the aforesaid twenty-one (21) 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)** 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.

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 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 provisions of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this 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) 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.

All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

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 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 the written consent of the parties.

### **ARTICLE 13. COMMUNICATIONS BETWEEN THE PARTIES**

The parties hereto recognize that there is in existence at the present time a Co-ordinating Committee for the purpose of communicating the views of teachers on matters of school affairs to the Board. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this Agreement.

**ARTICLE 14. GENERAL CLAUSE**

When the Board creates any new classification not specified in this Agreement to which a teacher will be designated, the allowance, if any, for the new classification shall be negotiated.

**ARTICLE 15. GENERAL CLAUSE**

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

***In accordance with the terms of the Memorandum of Agreement, dated March 16th, 1994, Clause 15 is suspended for the duration of this Agreement, being April 1st, 1994, up to and including August 31st, 1997.***

**ARTICLE 16. GENERAL CLAUSE**

*In the event that the per funded student revenue varies by more than ONE (1%) PER CENT than those projected in the Alberta Government's Three Year Plan of January, 1994, this Agreement may be reopened by either party to the Agreement on September 1st, 1995, or September 1st, 1996.*

**ARTICLE 17. GENERAL CLAUSE**

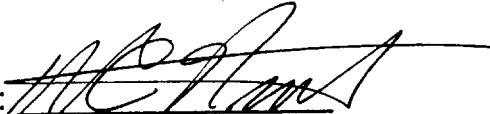
All previous agreements, schedules, and regulations between or affecting the parties are hereby cancelled.


**ARTICLE 18. GENERAL CLAUSE**

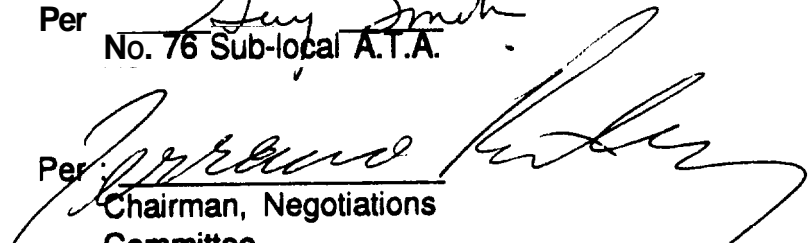
This Agreement shall enure to the benefit of and shall be binding upon the parties and their successors.

***IN WITNESS WHEREOF*** the parties hereto have executed this Agreement this 16th day of March, A.D. 1994.


**THE ALBERTA TEACHERS' ASSOCIATION**

Per :   
Co-ordinator of Teacher  
Welfare

Per :   
No. 76 Sub-local A.T.A.

Per :   
Chairman, Negotiations  
Committee

**BOARD OF TRUSTEES  
MEDICINE HAT SCHOOL DISTRICT No. 76**

Per :   
Chairman

Per :   
Secretary-Treasurer