

AGREEMENT

between

**HOLY SPIRIT ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION NO. 4**

and

**ALBERTA TEACHERS ASSOCIATION
LOCAL NO. 5**

September 1, 2001 to August 31, 2003

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This Collective Agreement is made in duplicate this 27th day of June, AD. 2002, pursuant to the *School Act, Education Services Settlement Act, and the Labour Relations Code*

BETWEEN the Holy Spirit Roman Catholic Separate Regional Division No. 4, 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 referred to as the "Association", of the second part.

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

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

WHEREAS the **parties** desire that these matters be **set forth in a collective agreement to govern the terms** of employment of the said teachers;

This agreement will affirm the **spiritual**, professional, and individual **dignity** of each and every employee.

Through this agreement, by providing **security** for its employees, the Board ensures quality education for the children, the trust given the board by the **community**.

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

ARTICLE 1 APPLICATION OF THE CONTRACT

- 1.1 The Collective Agreement applies to all employees of the Board who as a condition of their employment must **possess** a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called **the** teachers, or where the context requires, teacher, except those designated as Superintendent, Deputy Superintendent and all second line **officers** who work in central office and report directly to the Superintendent.
- 1.2 The **salaries** and the terms and conditions of the teachers' employment **with** Board are governed by the provisions of **this** Agreement and any statutory provision relating **thereto**.

ARTICLE 2 EFFECTIVE TERM OF AGREEMENT

- 2.1 **This** Collective Agreement shall, except where otherwise specified take effect on September 1, 2001 and shall remain in full force and effect until August 31, 2003. The **two** parties may at any time, upon their mutual agreement, negotiate revisions of **this** agreement. Any such revisions shall become effective **from** such date **as** shall be **agreed** upon by both parties.
- 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 bargaining.
- 2.2 **The** parties shall exchange particulars of all amendments sought, either prior to or at the first meeting following such notice to commence bargaining.

ARTICLE 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 amount of teacher education of a teacher and 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 1/12 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 Teachers under contract, except substitute teachers, shall normally be paid by the 25th day of each month.

3.4 Salary Schedule

3.4.1 Effective September 1, 2001:

Years Exp.	Years Training					
	1 year	2 years	3 years	4 years	5 years	6 years
0	24,525	26,884	30,576	37,382	39,594	42,181
1	25,739	28,334	32,164	39,660	41,888	44,476
2	26,955	29,787	33,754	41,952	44,185	46,776
3	28,169	31,238	35,344	44,250	46,479	49,066
4	29,387	32,689	36,935	46,545	48,775	51,363
5	30,601	34,141	38,525	48,840	51,071	53,657
6	31,818	35,593	40,117	51,137	53,384	55,953
7	33,036	37,045	41,710	53,430	55,662	58,251
8	34,253	38,499	43,301	55,728	57,957	60,543
9	35,471	39,952	44,894	58,023	60,253	62,842
10	36,689	41,402	46,485	60,317	62,547	65,137
11	36,689	41,402	46,485	62,614	64,845	67,431

3.4.2 Effective August 31, 2002 (11:59 p.m.):

Years Exp.	Years Training					
	1 year	2 years	3 years	4 years	5 years	6 years
0	25,444	27,893	31,722	38,763	41,079	43,763
1	26,704	29,396	33,370	41,147	43,459	46,144
2	27,965	30,904	35,019	43,525	45,842	48,530
3	29,225	32,409	36,869	45,909	48,222	50,906
4	30,489	33,915	38,320	48,290	50,604	53,290
5	31,749	35,422	39,970	50,671	52,986	55,689
6	33,011	36,927	41,621	53,055	55,365	58,052
7	34,275	38,434	43,274	55,434	57,750	60,435
8	35,537	39,942	44,925	57,818	60,131	62,814
9	36,801	41,450	46,577	60,199	62,513	65,193
10	38,065	42,955	48,229	62,579	64,893	67,579
11	38,065	42,955	48,229	64,962	67,277	69,959

3.4.3 Effective September 1, 2002:

Years Exp.	Years Training					
	1 year	2 years	3 years	4 years	5 years	6 years
0-1	26,704	29,396	33,370	41,147	43,459	46,144
2	27,965	30,904	35,019	43,525	45,842	48,530
3	29,225	32,409	36,669	45,909	48,222	50,906
4	30,489	33,915	38,320	48,290	50,604	53,290
5	31,749	35,422	39,970	50,671	52,986	55,669
6	33,011	36,927	41,621	53,055	55,365	58,052
7	34,275	38,434	43,274	55,434	57,750	60,435
8	35,537	39,942	44,925	57,818	60,131	62,814
9	36,801	41,450	46,577	60,199	62,513	65,198
10	38,065	42,955	48,229	62,579	64,893	67,579
11	38,065	42,955	48,229	64,962	67,277	69,959

3.4.4 Effective March 1, 2003:

Years Exp.	Years Training					
	1 year	2 years	3 years	4 years	5 years	6 years
0-1	27,639	30,425	34,538	42,587	44,980	47,759
2	28,944	31,986	36,245	45,048	47,447	50,228
3	30,248	33,543	37,953	47,516	49,910	52,688
4	31,556	35,102	39,661	49,981	52,375	55,155
5	32,860	36,661	41,369	52,445	54,841	57,618
6	34,166	38,220	43,078	54,912	57,303	60,083
7	35,475	39,780	44,788	57,374	59,771	62,550
8	36,781	41,340	46,497	59,842	62,235	65,012
9	38,089	42,901	48,208	62,306	64,701	67,480
10	39,397	44,458	49,917	64,769	67,164	69,944
11	39,397	44,458	49,917	67,236	69,632	72,408

ARTICLE 4 EVALUATION OF TEACHER EDUCATION

- 4.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teachers Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23rd, 1967, between the Department of Education, 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 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 the school semester or from the date of employment. If satisfactory evidence is not submitted within ninety (90) calendar days salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This article shall not apply if the teacher submits satisfactory evidence that failure to comply was not the fault of the teacher.
- 4.4 No payment for salary adjustments will be considered beyond the terms of the collective agreement within which the claim is initiated.

ARTICLE 5 RECOGNITION OF TEACHING EXPERIENCE

- 5.1 Allowance for past experiences shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid. No teacher shall gain more than one year experience increment in one school year.
- 5.2 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 employer 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.
- 5.3 A year of teaching experiences shall be any one (1) school year during which a teacher, under contract, has taught for not less than one (1) full semester, or its equivalent, as defined by the official school year calendar. A teacher employed under contract, who teaches less than one (1) full semester in a school year, may accumulate an experience increment by combining any two (2) consecutive years of service with the Board provided that a minimum of sixty (60) days service per year be rendered.
- 5.3.1 Article 5.3 shall not have retroactive effect for service prior to July 1, 1996.
- 5.4 Notwithstanding Section 5.3 above, a part-time teacher who teaches the equivalent of half time or more for two (2) consecutive semesters shall be entitled to a full experience increment immediately upon completion of the second semester.
- 5.5 Substitute teaching shall not, in any event, be used in calculating whether an additional year of teaching experience with the Board has been earned.

ARTICLE 6 ADDITIONAL ALLOWANCES

6.1 Principals

A teacher designated by the Board to be principal of a school will receive an **annual** allowance to be calculated using the following formula:

6.1.1 A basic allowance of:

Effective September 1, 2001	\$10,890.00
Effective August 31, 2002 (11:59 p.m.)	\$11,299.00
Effective March 1, 2003	\$11,694.00

6.1.2 In addition to the base allowance in 6.1.1, each principal shall receive a student allowance according to the following formula:

151 to 300 students	0.0355% of current fourth year maximum per student
plus:	
301 to 450 students	0.025% of current fourth year maximum per student
plus:	
451 students and greater	0.014% of current fourth year maximum per student.

For the purpose of ECS students, **each** child shall be counted **as** 0.5 FTE.

Student allowance will be based on **enrolment as of** September 30 of **each school** year.

6.2 Associate Principal

First and **only** Associate Principal - 60% of the principal's allowance.

In a school with two Associate Principals, **each shall** receive 60% of the principal's allowance.

6.3 Consultant

Each Consultant, appointed by the Board, **shall** be paid an additional allowance **equal** to thirteen (13%) percent of the grid **salary** at maximum in the fourth (4th) **year** of education, based on full time employment.

6.4 Coordinator

Each Coordinator, **appointed by the Board**, shall be paid an additional allowance **equal** to fifteen (15%) percent of the grid **salary** at maximum in the fourth (4th) **year** of education, based on full time employment.

6.5 Supervisor

Effective September 1, 2001 each Supervisor, appointed by the Board, shall be paid an additional allowance of \$12,258 based on full time employment.

Effective August 31, 2002 (11.59 p.m.)	\$12,992.00
Effective March 1, 2003	\$13,447.00

6.6 Vacation Service

A teacher, who is not in receipt of an administrative or supervisory allowance, and who agrees to render service during the summer vacation period, at the written request of the superintendent, shall be paid 1/200 of his/her total annual salary for each day of work.

6.7 Teacher Travel

A teacher authorized or assigned by the Board, on a continuous basis, to travel by automobile between two schools in order to perform the regular duties related to their teaching assignment shall be reimbursed at the kilometre rate established for Trustees by the Board.

7.1 Substitute Teacher means a teacher employed on a day-to-day basis.

7.2 The rate of pay for a substitute teacher, including four percent (4%) vacation pay shall be:

For the 2001-2002 school year, substitutes shall be paid an additional lump sum of money equal to 6.25% of their gross earnings as substitutes in the 2001-2002 school year.

Effective September 1, 2002	\$138.00 (including 4% vacation pay) per day
Effective March 1, 2003	\$142.50 (including 4% vacation pay) per day

7.3 In the case of a substitute teacher being employed more than five (5) 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.

ARTICLE 8 DEVELOPMENT OF LEADERSHIP IN CATHOLIC SCHOOLS

8.1 A teacher who has taught in the school system for a minimum of five (5) years may be granted a leave for professional development in education that will enhance our Catholic Schools.

8.2 Application for leave shall be presented to the Superintendent of Schools as follows:

- a) For leave to commence first day of fall semester - not later than January 15.
- b) For leave to commence January 1st - not later than May 1st.

The application for leave must be considered by the Board and the applicant must be notified of the Board's decision within thirty (30) days after the date for receipt of applications.

- 8.3 A teacher returning from professional leave is entitled to a teaching position with the Board. The Board, in its sole discretion, shall when possible, return the teacher to the position held prior to the leave.
- 8.4 A teacher having been granted leave shall spend his/her time in the improvement of his/her 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 8.5.1 In lieu of regular salary, a teacher while on Professional Development Leave, shall be granted allowance at the rate of 65% of the current annual salary payable under Articles 3 and 6 for the applicant's position, payable at the rate of 1/12 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 65% of a current annual salary payable under Articles 3 and 6 for the applicant's position, computed for the number of teaching days of Leave in ratio to 200, payable at the rate of 1/12 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.
- 8.5.2 The teacher on Professional Development Leave will receive payment under Articles 3 and 6 and 8.5.1 for the position of the teacher for the year in which application was made.
- 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. Should a teacher resign or retire from service of the Board before completing two year's service following such leave, repayment of leave salary shall be made to the Board on a pro rata basis.

ARTICLE 9 PROFESSIONAL DEVELOPMENT FUND

In addition to the type of professional development leave which may be granted under Article (8), the Board shall provide an allocation of funds to each school or site to finance the costs of short-term professional development activities and related costs such as registration fees, travel, living expenses and cost of substitute teachers. The annual amount per FTE teacher shall be a minimum of:

Effective September 1, 2001:	\$265.00
Effective August 31, 2002:	\$275.00
Effective March 1, 2003:	\$285.00

These **funds** shall be available **through** each school.

Each teacher's unexpended allocation shall accumulate to a maximum of:

Effective September 1, 2001:	\$2,125.00
Effective August 31, 2002:	\$2,205.00
Effective March 1, 2003:	\$2,285.00

Should a teacher transfer to another school, that teacher's accumulated unweeded funds will be transferred to the **new** site.

ARTICLE 10 LEAVE OF A ———

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

10.1 **With Full Pay**

- 10.1.1 **A** maximum of five (5) days for the critical illness of a teacher's father, mother, husband, wife, son or daughter, brother **or** sister, or parents of spouse. **A** medical statement certifying Critical nature of illness will be required if death does not occur.
- 10.1.2 **A** maximum of five (5) days for the funeral of a teacher's father, mother, husband, wife, son or daughter, brother or sister, or parents of spouse.
- 10.1.3 For the critical illness leading to death of a teacher's father, mother, husband, wife, son or daughter, brother or sister, or parent of spouse the limits of article 10.1.2 will be added to the days already taken under article 10.1.1.
- 10.1.4 In the event of multiple deaths or multiple critical illness occurring, only the maximum for the above will take place. Each individual death or critical illness other than the same time period will result in separate implementation of each of the Articles 10.1.1, 10.1.2, 10.1.3.
- 10.1.5 For the funeral of grandparents, grandchild and in-laws two (2) days leave. If circumstances warrant additional leave, the two (2) days may be extended to a maximum of five (5) days.
- 10.1.6 For the funeral of uncle, aunt, cousin, nephew, niece, - one (1) days leave.
- 10.1.7 For acting in any capacity at a funeral - one (1) day.
- 10.1.8 For the purpose of writing University examinations - one (1) day.
- 10.1.9 While participating in own University Convocation Exercises - one (1) day.

- 10.1.10 While obtaining citizenship papers at a scheduled session of the **court** - one-half (½) day.
- 10.1.11 While serving as a **witness** as a result of a notice to attend or subpoena, provided that any fee received for acting as a **witness** be paid over to the Board.
- 10.1.12 Notwithstanding 10.1.11, **this** clause shall not apply to a teacher charged with any offense or to a teacher bringing action against the Board.
- 10.1.13 For not more than one (1) day to allow a father to be present at the birth of **his** child.
- 10.1.14 For not more than one (1) **day** for adoption procedures.
- 10.1.15 For **school** closure by the Board for reasons of **inclement** weather, health and safety reasons or physical plant breakdown.
- 10.1.16 For impassable roads.
- 10.1.17 For not more than one (1) day in any school **year** for some emergency or misfortune demanding the teacher's attention.
- 10.1.18 The Superintendent may, at **his** discretion, **grant** leave of absence at full salary.

10.2 **With Loss of Substitute Pay** (Whether Substitute Required or Not)

Temporary **Leave** of absence with pay shall be granted to teachers, providing the Board is reimbursed for the cost of a substitute teacher through payroll deduction or payment from other **source**:

- 10.2.1 For attendance of meetings of **committees** of the Department of Education
- 10.2.2 For attendance of meetings or any **function** at the **request** of the provincial or local **Alberta Teachers** Association.
- 10.2.3 For **attendance** at educational **conventions in an** official capacity, or for the attendance at Civic Government **meetings** or conventions in an official capacity.
- 10.2.4 For any other professional reasons that have been approved by the Superintendent of Schools.
- 10.2.5 For not more than two **(2) days in** any **one school year** for some emergency or misfortune demanding **the** teacher's attention.
- 10.2.6 Personal leave for not more than **three (3) days in any** school year shall be **granted** for attending to private **concerns** providing the Board is reimbursed for the cost

of a substitute teacher through payroll deduction. ~~Where~~ possible, ~~at least three~~ (3) days ~~notice~~ shall be given to the principal or in the case of a principal to the Superintendent or his ~~office~~.

10.2.7 For the funeral of a friend of the family - one (1) day.

10.3 Maternity and Parental Leaves

10.3.1 Entitlement to Maternity Leave

- a) A teacher who is employed by the Board is entitled to maternity leave without pay as outlined below. During the maternity leave, the teacher, is entitled to continue benefit plan coverage on the same cost-sharing basis as other eligible teachers.
- b) A teacher referred to above is entitled to a maternity leave of:
 - i) a period not exceeding fifteen (15) weeks commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery, and not later than the date of delivery; and
 - ii) if the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.
- c) ~~Subject to Article 10.3.1.3~~ the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.

10.3.1.2 Notice of Maternity Leave

A teacher shall provide the Board at least six (6) weeks notice in writing of the day in which she intends to commence maternity leave and, if requested by the Board, shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

10.3.1.3 Shortening Maternity Leave

A teacher, with the agreement of the Board, may shorten the duration of the six (6) week period following the actual date of delivery by providing the Board with a medical certificate indicating that resumption of work will not endanger her health.

10.3.1.4 No Notice of Maternity Leave

A teacher who fails to comply with Article 10.3.1.2 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article

10.3.1.1 If within two (2) weeks after she ceases to work she provides the Board with a medical certificate which

- a) indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and
- b) gives the estimated date of delivery or the actual date of delivery.

10.3.1.5 Selection of Benefits

When the teacher or the teacher's physician determines that the pregnancy of the teacher interferes with the performance of her duties, the teacher shall be eligible for one of the following options:

- a) If the date of the absence is prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits.
- b) If the date of absence begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either b) i) or ii) below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.
 - i) sick leave under Article 11 from the date of absence until the date of delivery, followed by maternity leave commencing the date following the date of delivery with access to remaining sick leave under Article 11, or
 - ii) maternity leave commencing the date of absence with access to the Board's Supplemental Unemployment Benefit Plan (SUBP) under clause 10.3.1.6 for a fixed term of 90 consecutive days.

10.3.1.6 Supplemental Unemployment Benefit Plan (SUBP)

- a) The Board shall implement a SUBP, which shall provide a teacher on maternity leave with 100% of her normal weekly earnings during the health-related portion of the maternity leave.
- b) The SUBP will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while the teacher is in receipt of Employment Insurance (EI) benefits and during the EI waiting period up to a maximum number of days equal to the teacher's sick leave entitlement. After ninety (90) consecutive calendar days of absence, the teacher may apply for Extended Disability Benefits.

- c) For the duration of the SUBP the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums specified in Article 16.

10.3.2 Parental Leave

- a) The Board shall grant parental leave to a teacher in the following circumstances:
 - i) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;
 - ii) in the case of a parent who is employed by the Board, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth,
 - iii) in the case of an adoptive parent who is employed by the Board, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.
- b) If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Board is not required to grant parental leave to more than one employee at a time.

10.3.2.1 Notice of Parental Leave

- a) A teacher must give the Board at least six (6) weeks of notice of the date the teacher will start parental leave unless:
 - i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
 - ii) the date of the child's placement with the adoptive parent was not foreseeable.
- b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 10.3.2.1(a), the teacher must give the Board written notice at the earliest possible time of the date that the teacher will start or has started parental leave.

10.3.3 Notice of Resumption of Employment

- a) A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Board at least four (4) weeks written

notice of the date on which the teacher intends to resume work and, in no event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.

- b) A teacher returning from maternity leave or parental leave is entitled to a teaching position with the Board. The Board, in its sole discretion, shall when possible, return the teacher to the position held prior to the leave.

10.3.4 **Negotiating Leave**

When the parties agree to schedule day time bargaining meetings, the Board shall grant leave of absence with salary and benefits for a maximum of five (5) teachers for the purpose of participating in actual negotiations with the Board.

- 10.3.4.1 The Association shall reimburse the Board an amount equivalent to the salary of a substitute for each participating teacher for the first seven days of negotiating leave and 1/200 of the teacher's salary for each additional day of such leave.

10.3.5 **General Leave**

Teachers shall be granted leave of absence Without pay and allowances and without the Board's share of group insurance premiums for a period to be determined by the teacher and the Superintendent.

- 10.3.5.1 During this leave each teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one hundred percent (100%) of the premiums.

- 10.3.5.2 Leave granted under 10.3.5 shall not be considered teaching experience for the purpose of granting salary increments.

ARTICLE 11 SICK LEAVE

- 11.1 Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness and/or disability.

11.1.1 In the first year of service with the Board - ninety (90) calendar days.

11.1.2 After one year of service with the Board - ninety (90) calendar days.

- 11.2 After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employees Benefit Plan "D" shall take effect.

- 11.3 A teacher who has been absent due to medical disability shall, upon return to full time duty, be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.

- 11.3.1 Notwithstanding Clause 11.3, if, after a period of disability, a teacher returns to work and:
- i) within six (6) months must cease working because of the same disabling condition, or
 - ii) within one month must cease working because of a different disabling condition,

any successive periods of disability will be considered a re-occurrence of the previous disability.

- 11.3.2 a) The teacher shall make every reasonable effort to complete the application for Extended Disability Benefits in an expeditious manner.
- b) Until ASEBP makes a determination regarding the application, the teacher shall be paid under the provisions of Article 11.3.
- c) In the event that the teacher's application is accepted by ASEBP, the teacher shall repay forthwith all monies paid to the teacher by the Board for the period approved for coverage by ASEBP.

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

11.4.1 A declaration, on a form to be provided by the Board, where the absence is for a period of three (3) days or less.

11.4.2 A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.

11.4.3 The Board may require a teacher to undergo a medical examination by a physician or dental practitioner named by the Board.

11.5 when a teacher leaves the employ of the Board, all sick leave shall be cancelled.

11.6 Newly appointed teachers may be required to present a medical Certificate of good health.

ARTICLE 12 EMPLOYEE BENEFIT PLANS

12.1 Alberta School Employee Benefit Plan

All teachers shall be covered under the provision of the A.S.E.B.P. Life Insurance Plan II and Extended Disability Benefit Plan D with the employer paying 85% of the premium.

12.2 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.

12.3 **A.S.E.B.P. 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 shall be at the rate of 85% of the ~~total~~ premium.

12.4 **A.S.E.B.P. Dental Care - Plan 3**

The Board's contribution to the A.S.E.B.P. - Dental Care Plan 3 covering teachers employed by the Board shall be at the rate of 85% of the ~~total~~ premium.

12.5 **A.S.E.B.P. Vision Care - Plan 1**

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

12.6 **Employment 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 ~~Employment~~ Insurance Act.

12.7 ~~The~~ Board upon the death of a teacher shall immediately pay ~~an~~ additional one twelfth (1/12) of the ~~annual salary~~ less ~~tax~~ deductions to the beneficiary as designated for ~~this~~ article.

ARTICLE 13 GRIEVANCE PROCEDURE

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

13.2 Such differences (hereinafter called "grievance") shall first be submitted in ~~writing~~ to the secretary ~~treasurer~~ of the ~~Board and to~~ the president of the ~~Local~~ A.T.A., as the case may be. ~~Such~~ written submission shall be made within ~~fifteen (15) teaching 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, the articles of ~~this~~ agreement which it is alleged have been violated, and the remedy sought.

13.3 In the event the grievance is not settled ~~within fifteen (15) teaching days~~ after the date of submission of the grievance in accordance with the above procedure, ~~then~~ on or before a further five (5) teaching days have elapsed ~~from~~ the expiration of the aforesaid fifteen (15) teaching day 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 Alberta Teachers' Association Local. 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) teaching 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.
- 13.4 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) teaching days after the date of the aforesaid twenty-one (21) teaching day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
- 13.5 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) teaching days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) teaching days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint a chairperson either party may request the Director of Mediation Services to make the necessary appointment.
- 13.6 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 13.7 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.
- 13.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Board.
- 13.9 The arbitration board shall give its decision not later than fourteen (14) teaching days after the appointment of the chairperson 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 chairperson.
- 13.10 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.
- 13.11 Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

ARTICLE 14 COMMUNICATIONS BETWEEN THE PARTIES

The parties hereto recognize that there are in existence at the present time **committees** 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 15 GENERAL CLAUSES

- 15.1 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.
- 15.2 **Nothing herein** contained shall reduce the **salary** of a teacher below the amount payable immediately prior to the effective date of **this** agreement.
- 15.3 All previous agreements, schedules, and regulations **between** or affecting the parties are hereby cancelled.
- 15.4 This agreement shall enure to the benefit of and shall be **binding upon** the parties and their **successors**.
- 15.5 The Board **shall** not require a teacher to transfer to a **school** in a **town** or **city** with **boundaries** that are further than **fifty (50) kilometres** from the boundaries of the **town** or **city** of the teacher's present **school** assignment.

ARTICLE 16 DEFERRED SALARY LEAVE PLAN

The Board shall implement a Deferred **Salary** Leave Plan which complies with Revenue **Canada** Regulations. Participation in the plan shall be **at the discretion** of the Board.

A teacher's benefits will be **maintained** by the Board during the teacher's leave of absence, provided the teacher **requests such in writing three months** prior to the date of leave. The teacher shall pay to the **Board** the full **cost** of any benefit premiums paid **on the teacher's** behalf.

In Witness whereof the parties have executed this Agreement this
27th day of June, 2002.

THE ALBERTA TEACHERS'
ASSOCIATION

per _____

THE HOLY SPIRIT LOCAL ASSOCIATION

per _____
President

per _____
Vice President

per _____
Vice President

per _____
Chairman, Economic Committee

BOARD OF TRUSTEES
HOLY SPIRIT ROMAN CATHOLIC
SEPARATE REGIONAL DIVISION NO 4

per _____
Chairman

per _____
Superintendent

per _____
Secretary Treasurer

per _____
Chairman, Negotiating Committee