

SOURCE	A. T. A.		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	110		
EMPLOYEES	A.H.		

Collective Bargaining Agreement
CHRIST THE REDEEMER CSRD 3

[Replaces Assumption RCS, Drumheller RCS and Foothills RCS]

1996/97

Collective Agreement Between the Christ the Redeemer Catholic Separate Regional Division No 3 (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.

This agreement made in quintuplicate, this 24 day of June, 1997 pursuant to the *School Act* and the *Alberta Labour Relations Code*.

Whereas, the Association is the duly certified bargaining agent for the teachers employed by the Board; and

Whereas, this agreement will affirm the spiritual, professional and individual dignity of each and every employee; and

Whereas, salaries and other terms and conditions of employment of the teachers 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 of employment of the teachers;

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

1. Bargaining Unit

1.1 The Board recognizes the Association as the sole bargaining agent in regard to salaries and other conditions of employment for all teachers employed by the Board, pursuant to the *School Act, 1988*, as amended from time to time, with the exception of:

- superintendent
- deputy superintendent
- assistant superintendent
- central office personnel

1.2 It is the right of the Board to create, determine the amount of the allowance, if any and fill new positions. The allowance so determined shall be negotiable during the next round of contract negotiations, if in accordance with article 1.1, the position is covered by this agreement.

2. Term

2.1 This agreement shall have effect from September 1, 1996 to August 31, 1997.

2.2 Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of the agreement, a notice in writing of its intention to commence collective bargaining with a view to arriving at a new agreement. The first meeting between the parties shall occur no later than 30 days after the written notice is served.



- 2.3 Notwithstanding the termination date of this agreement, if notice has been given to commence bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike/lockout commences as per the *Labour Relations Code*, whichever comes first.
- 2.4 If neither party submits notice as per clause 2.2, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 2.2.

3. Salary Schedule, Payment of Salaries and Responsibility Allowances

- 3.1 All sums outlined in this article are "per annum" unless specifically stated otherwise.
- 3.2 Subject to articles 8, 9.2 and 10, the amount of university education and length of teacher experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Board. The minimum salary, maximum salary and increments for each year of teaching experience are calculated as follows.

Teacher's Basic Salary Grid--Effective September 1, 1996

Years of teaching experience	Years of university training					
	One	Two	Three	Four	Five	Six
0	31,166	23,108	27,215	30,477	32,250	34,374
1		24,240	28,346	32,388	34,161	36,285
2		25,371	29,478	34,299	36,072	38,196
3		26,502	30,609	36,211	37,984	40,108
4		27,634	31,740	38,122	39,895	42,019
5		28,765	32,872	40,033	41,806	43,930
6		29,896	34,003	41,945	43,718	45,842
7		31,028	35,134	43,856	45,629	47,753
8		32,159	36,266	45,767	47,540	49,665
9		33,290	37,397	47,679	49,452	51,576
10		34,422	38,528	49,590	51,363	53,487
11				51,502	53,274	55,399

- 3.3 The monthly salary for each teacher shall be 1/12 part of the appropriate annual salary.
- 3.3.1 Teachers shall be paid on the 25 day of each month or the last teaching day of the month, whichever comes first.
- 3.4 A teacher who is employed to teach on a part-time basis for the full year or a portion thereof shall be paid for that fraction of the annual salary entitlement which corresponds to the fraction of time taught.
- 3.5 In addition to salary as a teacher, principals shall be paid an administrative allowance per annum based on the number of pupils enrolled in the principal's school in accordance with the following schedule:

Effective September 1, 1996

1 to 200 pupils \$ 36.74

201 to 300 pupils 29.66

301 to 400 pupils 20.30

401 to 500 pupils 11.49

501 to 1,000 pupils 6.70

Over 1,000 pupils 5.16

with a minimum of \$7,305 per year.

The student count for a school year is that reported to the Department of Education for September 30 of that school year. An ECS student is to be counted as 0.5 of a student.

- 3.6** Effective September 1, 1996, each vice-principal shall receive 50 percent of the principal's allowance.
- 3.6.1** Notwithstanding article 3.6, no vice-principal shall receive an annual allowance per annum of less than \$4,153 effective September 1, 1996.
- 3.6.2** When in the absence of the principal the vice principal acts in place of the principal for a period of five or more consecutive school days, the vice principal shall be designated as acting principal effective the sixth consecutive school day and from that date shall be paid as principal for the duration of the designation.
- 3.6.3** In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50 percent of the principal's allowance on the second and subsequent consecutive school days of the designation, with payment to be made each month.
- 3.7** In addition to salary as a teacher, a consultant shall be paid an allowance of three percent of the teacher's placement on basic salary grid.
- 3.8** When the Board chooses to appoint team leaders and the teacher accepts, the person shall be appointed for one year, with the provision for reappointment by mutual consent. In addition to salary as a teacher, the person shall be paid an honorarium which shall be set by the Board prior to June 1 of the previous school year at an amount between \$500 and \$1,200. This honorarium shall be provided in two equal instalments payable in December and June along with the payment of regular salary.
- 3.9** 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 the teacher's total annual salary for each day of work. All payments must be by written mutual agreement before the commencement of services or course.
- 3.10** All payments to a teacher not previously specified shall require the teacher to notify the EPC by letter of the payment(s).
- 3.11** In the event that the Board requires a principal or a vice-principal to transfer to another principal or vice-principal position and such transfer results in an administrative allowance that is less than the allowance that the principal or vice-principal currently receives, the Board will maintain the higher allowance payment for one full school year.
- 4. Substitute Teacher**
- 4.1** A substitute teacher means a teacher employed on a day-to-day basis.
- 4.2** Certificated substitute teachers shall be paid a minimum of \$101.31 including vacation pay per day of substitute teaching. The half-day rate for substitute teaching shall be 50 percent of the daily rate. Any amounts paid above this minimum must be approved by the superintendent.
- 4.3** Substitute teachers shall be paid 1/200 of their grid position after the fifth consecutive day in the same assignment.

5. University Education

- 5.1** The Alberta Teachers' Association Teacher Qualifications Service shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees Association, dated March 23, 1967.
- 5.2** Each teacher claiming teacher education and each teacher commencing employment with the Board, shall submit to the Board proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 30 calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the 30 calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the TQS statement of qualifications.
- 5.2.1** If satisfactory proof of having applied to TQS is not submitted within the 30 calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.
- 5.2.2** In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within 30 calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the Board to substantiate a claim under these provisions.
- 5.2.3** If an appeal or re-evaluation is not launched by a teacher within the said 30 days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.
- 5.3** Once a teacher has submitted an evaluation from the Teacher Qualifications Service to the Board, no further evaluation will be necessary unless a teacher is claiming for additional course credits.
- 5.4** Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.
- 5.5** Only one year of education increment shall be granted per school year.

6. Experience Increments

- 6.1** A year of teaching experience shall be earned by teachers performing required duties for at least 140 teaching days in the school term with the Board. Teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within three consecutive year intervals. When a year of teaching experience has been accumulated by part-time teachers, or by a teacher under temporary contract, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year, or February 1, whichever is applicable.
- 6.2** No teacher shall earn more than one experience increment in any one school year.
- 6.3** The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.

- 6.4** The Board shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a board of trustees of a district, division or county board of education as defined in the *School Act*, or by an early childhood services board operated under the guidelines of Alberta Education.
- 6.4.1** Experience gained in jurisdictions outside the Province of Alberta, but within Canada and United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the Board.
- 6.5** No teacher shall receive increments for experience gained while not holding a teaching certificate.
- 6.6** The Board may, in its discretion, recognize additional experience.
- 6.6.1** The onus of substantiating previous teaching experience rests with the teacher.
- 6.6.2** Proof of previous experience, or proof of having applied for same must be submitted to the Board within 45 calendar days of commencement of employment or the first day of school of each school year or February 1, whichever is applicable.
- 6.6.3** If such evidence, or proof of having applied for same, is submitted within 45 calendar days, salary shall be paid according to this experience retroactive to the date of commencement of the school year, or the date of commencement of employment, or February 1, whichever is applicable, upon submission of the actual evidence of previous experience.
- 6.6.4** If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 6.6.5** Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.

7. Group Insurance

7.1 The Board shall effect and maintain:

(1) Alberta School Employee Benefit Plan (ASEBP) or a similar program adopted by the Board after agreement with the Local, providing

(a) Life, Accidental Death and Dismemberment - Schedule 2

(b) Extended Disability Benefits - Plan D

(c) Extended Health Care - Plan 1

(d) Dental Care - Plan 3

(e) Vision Care - Plan 1

(2) Alberta Health Care Insurance (AHCI)

applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.

7.2 All teachers shall be members of ASEBP (or a similar program adopted by the Board after agreement with the Local) Extended Disability Benefits Plan D and Life, Accidental Death and Dismemberment - Schedule 2 as defined in (1) above.

- 7.3** It is understood that participation in ASEBP (or a similar program adopted by the Board after agreement with the Local) Extended Health Care Plan 1, Dental Care Plan 3, Vision Care Plan 1 and Alberta Health Care Insurance is not a condition of employment.
- 7.4** Effective on the date of signing of this agreement, the Board shall pay 84 percent of each teacher's premiums for the Extended Disability Benefit (Plan D) and the Life, Accidental Death & Dismemberment portions of the Alberta School Employee Benefit Plan (or a similar program adopted by the Board after agreement with the Local).
- 7.5** Effective on the date of signing of this agreement, the Board shall pay the following amounts, monthly, towards the costs of each plan named:

	Single Plan	Family Plan
Extended Health Care (Plan 1)	\$23.31/month	\$56.28/month
Dental Care (Plan 3)	24.78/month	67.20/month
Vision Care (Plan 1)	1.47/month	3.78/month
Alberta Health Care	28.56/month	57.12/month

The Board's share of the cost of premiums for part-time teachers, teaching less than .6 FTE who are eligible, shall be paid in accordance with clauses 7.4 and 7.5 above, on a prorata basis.

- 7.6** It is understood that any rebates of Unemployment Insurance Commission employer premiums shall be retained by the Board.

8. Sick Leave

- 8.1** Sick leave benefits are sponsored by the Board and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.
- 8.2** (a) In the first year of employment with the Board, the teacher shall be entitled to 20 days of sick leave per year, with entitlement being granted on the first day of employment. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.
- (b) During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability for 90 calendar days.
- (c) A teacher who has more than one year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days subject to clause 8.2 (e).
- (d) For the purpose of this agreement, an interrupted illness for the same illness shall be counted as one illness.
- (e) A teacher who is absent from duties on sick leave for more than 20 consecutive days may be required, prior to returning to duties, to provide a certificate from a medical or dental practitioner indicating the teacher is medically able to return to the teacher's regular assignment.
- (f) Teachers on health related absence during maternity leave shall accept supplemental unemployment benefits described in the maternity leave article in lieu of sick leave provided the teacher is eligible for employment insurance benefits.
- 8.3** Before any payment is made under the foregoing provisions, the teacher shall provide a statement, in a form approved by the Board, signed by the teacher declaring the absence was for the purpose described in clause 8.1.

- 8.4** The Board may require a certificate from the teacher's attending medical or dental practitioner, prior to payment under the sick leave provisions, where the absence is for a period of more than three days.
- 8.5** The Board may require a certificate from a physician or dentist designated by the Board attesting to the illness or disability claimed, prior to payment under the sick leave provisions, provided there is no cost to the teacher.
- 8.6** (a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan Extended Disability Benefit Plan.
(b) After 90 continuous calendar days of illness or medical disability, no further salary shall be paid.
- 8.7** Provisions of this article shall not be applicable when a teacher is on leave without pay, or while on strike.
- 8.8** When a teacher leaves the employ of the Board, all benefits contained under these provisions are cancelled.
- 9. Leave of Absence**
- 9.1** A temporary leave of absence with pay shall be granted whenever the teacher is absent, as follows:
- 9.1.1** (a) Up to five school days for the death and five school days for the critical illness, of a teacher's spouse, son or daughter, parent, brother, sister, or parent of spouse upon completion of the necessary absence forms.
(b) Up to two school days for the death of grandparent, grandchild, son or daughter-in-law, if warranted.
(c) Up to one school day for the death of grandparent of spouse, brother-in-law, sister-in-law, or other relative who is a member of the teacher's household.
- 9.1.2** In the event of death of relatives listed in clause 9.1.1 (b), additional leave with pay may be granted for travel at the superintendent's discretion.
- 9.1.3** Before payment is made under this article, the Board may require a medical certificate stating that critical illness was the reason for the absence.
- 9.1.4** A teacher is entitled to leave of absence with pay for one day per calendar year for the teacher's own convocation.
- 9.1.5** For not more than two days, paternity leave shall be granted for the birth of the teacher's own child to be used within one week from the day of birth or within two days from the date on which the mother or the child is released from hospital.
- 9.1.6** For jury duty or any summons related thereto. The teacher shall remit to the Board any jury stipend set by the court or other body.
- 9.1.7** To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the teachers employment, or to attend any court proceeding as a witness in a cause other than the teachers own. In this instance, the teacher shall remit to the Board any witness fee set by the court or other body.
- 9.2 Maternity Leave**
- 9.2.1** Maternity leave without pay and without benefits, except as provided below, shall be granted to teachers to a maximum of 18 weeks under the following conditions:
- 9.2.2** The teacher shall give at least 30 days notice in writing of the day upon which she intends to commence maternity leave, together with a medical statement certifying that the teacher is pregnant and giving the estimated date of delivery.

- 9.2.3** The teacher shall give the Board no less than two weeks written notice of the date on which the teacher intends to return to work.
- 9.2.4** A teacher returning from maternity leave is entitled to a teaching position with the Board. Every reasonable effort shall be made to return the teacher to the teaching position which has been mutually agreed upon prior to the granting of such leave.
- 9.2.5** The Board shall implement a 100 percent supplemental unemployment benefits (SUB) plan which the teacher shall access for pay during the health related portion of her maternity leave to a maximum of 13 weeks or for a period of time equal to the teacher's sick leave entitlement, whichever is less. SUB shall be payable for the period of time indicated by the medical documentation up to a maximum of 13 weeks. The health related portion of maternity leave shall be determined by the medical documentation.
- 9.2.6** The Board shall continue to contribute the Board's share of benefit plan premiums during the health related portion of the maternity leave where the teacher chooses to continue coverage. The remainder of the maternity leave, not covered by the health related portion shall be without pay and the Board's share of benefit plan premiums.
- 9.2.7** Upon written request submitted not less that two weeks prior the expiry date of the 18 week maternity leave, the teacher may be granted extended maternity leave in accordance with clause 9.4.1, to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year, or the end of the next school year.
- 9.3** Adoption Leave
- 9.3.1** Adoption leave without pay and without benefits shall be granted teachers to a maximum of eight weeks under the following conditions:
- 9.3.2** The teacher shall give to the Board at least 30 days notice in writing of the day upon which the teacher intends to commence adoption leave.
- 9.3.3** The teacher shall give to the Board at least two weeks notice in writing of the day upon which the teacher intends to return from adoption leave.
- 9.3.4** A teacher returning from adoption leave is entitled to a teaching position with the Board. Every reasonable effort shall be made to return the teacher to the teaching position which has been mutually agreed upon prior to the granting of such leave.
- 9.3.5** Upon written request submitted not less that two weeks prior to the expiry date of the eight week adoption leave, the teacher may be granted extended adoption leave in accordance with clause 9.4.1 to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year or the end of the next school year.
- 9.4** Additional Leave
- 9.4.1** A teacher may apply for an additional general leave for up to one full school year. Such leave shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.
- 10. Other Leaves of Absence**
- 10.1** Additional leaves of absence with or without pay and with or without benefits may be granted to teachers for reasons accepted by the superintendent of schools.
- 10.2** Upon request to the principal with two weeks notice where possible, a teacher shall be granted one day personal leave with pay less the cost of a substitute per school year, except where circumstances put such leave in conflict with the interests of the school. This personal leave day shall not be used to extend a holiday period or a long weekend without approval of the superintendent.

- 10.3** A teacher may use up to two days of available sick leave per school year to care for the teacher's sick child, providing that the other spouse is incapacitated or not available.
- 10.4** Sabbatical Leave
- 10.4.1** Sabbatical leave shall mean any long term leave of a absence granted to a teacher for professional development through study.
- 10.4.2** Sabbatical leave may be granted at the discretion of the Board..
- 10.4.3** The remuneration of a teacher granted sabbatical leave shall be 55 percent of fourth year maximum, payable in 10 equal instalments.
- 10.4.4** Sabbatical leave for the duration of a semester or trimester may be granted by the Board. Remuneration shall be calculated on a prorated basis.
- 10.4.5** A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of his/her leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher, for a period of at least two years after resuming duties.
- 10.4.6** Should a teacher, by mutual consent, resign or retire from the service of the Board before completing his/her two years service following such leave repayment of sabbatical leave salary shall be made to the Board on a prorated basis.
- 11. Grievance Procedure**
- 11.1** A grievance is a difference regarding the interpretation, application, operation or any alleged violation of this agreement.
- 11.2** A grievance must be initiated in writing stating all particulars as to the nature of the grievance, the clause alleged to have been violated and the remedy requested. Such grievance shall be submitted to the secretary of the Board and to the chairman of the teachers' economic policy committee within 20 teaching days from when the teacher became aware of the incident.
- 11.3** A committee comprised of two representatives of the Board and two representatives of the Association shall meet and attempt to resolve the grievance within 15 teaching days of receipt of grievance by the Board. If the committee reaches a unanimous decision as to the disposition of any grievance that decision shall be final and binding.
- 11.4** If the parties fail to reach an agreement under clause 11.3, either party may by written notice to the other party, require the establishment of an arbitration board. Such written notice shall be served within ten teaching days following the time limit set out in clause 11.3.
- 11.5** Each party shall appoint one member as its representative on the arbitration board within seven teaching days of receipt of such notice. The two members so appointed shall endeavor to select an independent chairman.
- 11.6** If the two members fail to select a chairman within five teaching days after the day on which the last of two members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 11.7** The arbitration board may not change, modify or alter any of the terms of this agreement. All grievances 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 subject matter covered by or arising under the terms of this agreement.
- 11.8** 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 chairman governs and it shall be deemed to be the award of the board.

11.9 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

12. Early Retirement Incentive Plan

Guidelines

1. Any teacher applying for participation in the early retirement incentive plan must have attained the age of 55 by August 31 in the year of retirement.
2. The teacher must have had at least 10 years consecutive experience with the Christ the Redeemer Separate Regional Division No 3 or its predecessor Boards as of August 31 of the year of retirement.
3. The teacher must be at maximum years of experience on the salary grid.
4. The teacher must intend to retire at the end of the school year in which the application for participation in the plan is made.

Procedures

1. Application must be made in writing to the superintendent of schools prior to March 1 of the calendar year in which retirement will commence. The teacher must submit his/her resignation, contingent upon Board approval of the teacher's participation in the early retirement incentive plan, as part of the application.
2. The Board will consider each application on its own merits and will inform each applicant of its decision, in writing, by April 1 of the calendar year in which retirement will commence.
3. The Board maintains absolute discretion, without appeal, regarding the acceptance or rejection of any individual application.
4. The School Board reserves the right to allow any teacher to participate in the early retirement incentive plan regardless of failure of the teacher to meet any one or more of the eligibility requirements.

Payment Procedures

1. The early retirement incentive plan shall consist of annual cash payments which together will equal 100 percent of the teacher's annual salary at retirement.
2. Applicants older than 55 years at retirement date shall have their incentive discounted as follows:

Retirement Age	Discount Factor
55	0%
56	10%
57	20%
58	30%
59	40%
60	50%
61	60%
62	70%
63	80%
64	90%
65	100%

The teacher may choose between options (1) or (2) below:

1. 33 1/3 percent of the retirement incentive to be paid for three consecutive years on January 15, beginning January 15 following the retirement date.
2. 20 percent of the retirement incentive to be paid for five consecutive years on January 15, beginning January 15 following the retirement date.
3. Notwithstanding (1) and (2) above, all proceeds of the early retirement incentive must be paid to the applicant prior to his/her 65 birthday.

Employee Benefits

The Board will facilitate enrolment of the teacher who participates in the early retirement incentive plan in the Alberta School Employee Benefit Plan retirement package from the date of retirement until the applicant's 65 birthday. The teacher must pay all costs of the retirement package of benefits.

13. Professional Development Fund

- 13.1 The Board shall provide to its teachers, for the 1997/98 school year, \$5,000 to enable them to attend ATA specialist councils and will provide one relief day per year per FTE and will pay for a substitute teacher for each such absence. Application to attend will be with the consent of the principal and granted if operational circumstances permit (but in any event, such absences shall not conflict with parent-teacher interviews or Faith Days) and funds are to be administered by the ATA sub-local.

Deferred Salary Leave Plan

- 14.1 The Board agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix (Schedule "A") to the collective agreement and as available at the central office at each school.

15. General Conditions

- 15.1 All previous collective agreements between or affecting the parties are hereby cancelled.
- 15.2 This agreement shall enure to the benefit and be binding upon the parties and their successors.

LETTER OF UNDERSTANDING

Oyen teachers' unused personal leave days shall be red circled until used.

THIS AGREEMENT made the day of, 19 .

BETWEEN:

BOARD OF TRUSTEES OF CHRIST THE REDEEMER, being a Board of Trustees duly constituted under the *Alberta School Act*,

(hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

THE ALBERTA TEACHERS' ASSOCIATION

(hereinafter called the "Association")

PARTY OF THE SECOND PART

WHEREAS the Board and the Association wish to establish a plan whereby teachers employed by the Board have the opportunity of taking a one-year leave of absence on a deferred compensation basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties agree to institute the plan described in Schedule I hereto, whereby an employee may take a leave of absence on a deferred compensation basis on the terms and conditions described in the plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

THE CORPORATE SEAL OF BOARD)

OF TRUSTEES OF CHRIST THE)

REDEEMER was hereunto affixed in)

the presence of:)

SIGNED, SEALED ON BEHALF OF THE

ALBERTA TEACHERS' ASSOCIATION

in the presence of:

Name:))

President

Address:)

Occupation:))

(as to both signatures) Secretary

SCHEDULE "A"

DEFERRED SALARY LEAVE PLAN

1. DEFINITIONS

"Accrued Interest" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the Participant calculated from:

- (a) the first date any of such monies have been so retained by the Board, or
- (b) the first day of the Taxation Year, whichever is later.

"Association" means the party of the second part referred to in the Agreement to which the plan is a schedule.

"Board" means the party of the first part referred to in the agreement to which this Plan is a schedule.

"Collective Agreement" means the agreement in force between the Association and the Board pursuant to the applicable section of the *Alberta Labour Relations Code*.

"Committee" means a committee as defined by agreement between the Association and the Board.

"Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, including his/her proper grid salary and all allowances, per the Collective Agreement.

"Deferral Period" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4.

"Eligible Investor" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the treasury branches of Alberta.

"Eligible Teacher" means a teacher as defined by agreement between the Association and the Board.

"Leave of Absence" means the period of time described in clause 4.1.

"Memorandum of Agreement" means the agreement described in Schedule B.

"Participant" means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule 11) and whose application for participation in the Plan has been approved by the Board in accordance with clause 2.3.

"Plan" means the plan set out in this schedule, and includes all amendments thereto.

"Regulations" means the regulations under the *Income Tax Act* (Canada).

"Taxation Year" means the calendar year.

2. APPLICATION

Formal Application

2.1 In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule "B" to the superintendent of schools on or before March 31, or at a date otherwise agreed between the Board and the Association, stating the date when the Eligible Teacher wishes to participate in the Plan and the school year in which the Leave of Absence is to be taken.

Approval

2.2 The approval of each application made under clause 2.1 shall rest solely with the Board. The superintendent of schools shall, by May 15 of that year, or at a date otherwise agreed between the Board and the Association, advise each applicant of the Board's approval or disapproval of his/her application, and if the latter, an explanation therefore.

Date of Participation

2.3 If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

Compensation Deferred

3.1 During each school year prior to the leave of absence, the Participant, for a maximum of five school years will receive his/her Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.3.

Maximum Percentage Deferred

3.2 The percentage of the Current Compensation Amount deferred by the Participant cannot exceed the percentage amount obtained when 100 percent is divided by the number of years the Participant states he/she will participate in the plan, including the Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 percent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.

Investment of Deferred Compensation

3.3 The monies retained by the Board for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an Eligible

Investor. The committee shall choose such Eligible Investor and in making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

Non-Liability of Board, Association and Committee

3.3.1 The Board, the Association and members of the committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provision of this clause. The Board, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause.

Payment of Accrued Interest

3.4 On December 31 of each Taxation Year during the Deferral Period, the Board shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in clause 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the Board to cause the Eligible Investor chosen by the Committee in accordance with clause 3.3 to make such payment on his/her behalf into an account of the Participant with the Eligible Investor.

Reporting to Participants

3.5 The secretary treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the Board for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4.

The annual report shall be made no later than July 31 of each year while the Participant participates in the Plan.

Administrative Expenses

3.6 Issues regarding payment of administrative expenses shall be governed by a separate agreement between the Board and the Association.

4. TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

Qualification to Participate

4.1 The Leave of Absence shall occur according to, and be governed by, the Collective Agreement then in force between the Board and the Association. In no case shall the Leave of Absence be for a period of less than six months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.

Manner of Payment During Leave

4.2 The manner of payment to the Participant during the Leave of Absence shall be in instalments commencing September 30, being approximately equal to one-twelfth of the monies held by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.

Amount of Payment During Leave

4.3 The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Board in accordance with clause 3.1 for such Participant, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the Board or any other person or partnership with whom the employer does not deal at arm's length except as provided in clause 6801(a)(iii)(A) or (B) of the Regulations.

Board's Right to Defer Leave

4.4 If the Board is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Board may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or he/she may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall a postponement extend the Deferral Period beyond six years.

Participant's Right to Defer Leave

4.5 Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a participant may, on one occasion only, with the consent of the Board given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstances shall a postponement extend the Deferral Period beyond six years.

Year's Leave of Absence

4.6 The year's Leave of Absence shall immediately follow the Deferral Period.

Position on Return

4.7 On return from his/her Leave of Absence, the Participant will be assigned to a position with the Board as required by the terms of the agreement then in force between the Board and the Association governing such matter.

Salary & Benefits After Leave

4.8 After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the Board and the Association governing the matter.

5. FRINGE BENEFITS

The providing of fringe benefits will be as follows:

Payment

5.1 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the Board and the Association. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

6. WITHDRAWAL

Upon Termination of Employment

6.1 A Participant who ceases to be employed by the Board must withdraw from the Plan. Within 60 days the Board shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

Consent Required

6.2 In extenuating circumstances, such as financial hardship, and with the consent of the Board, a Participant may withdraw from the Plan at any time prior to March 31 in the year in

which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the Board shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

Upon Death

6.3 Should a Participant die the Board shall within 30 days of notification of such death to the Board pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

Balance

6.4 In any event, the Board shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31 of the first Taxation Year commencing after the end of the Deferral Period.

7. SUSPENSION FROM PARTICIPATION IN THE PLAN

Notice to Suspend

7.1 A Participant may on one occasion while he/she is participating in the Plan give notice to the Board stating that the Participant wishes to suspend his/her participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Board shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan for such year, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence.

Reinstatement

7.2 If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which his/her participation has been suspended.

8. TERMINATION OR AMENDMENT OF PLAN

By Agreement

8.1 The Plan may be amended or terminated by agreement between the Board and the Association. Any amendment(s) shall be binding upon all present and future Participants.

Not to Prejudice Ruling

8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which is

applicable to the Plan prior to the amendment. SCHEDULE B

DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the agreement between the Board of Trustees of and The Alberta Teachers' Association setting up the Deferred Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

1. PURPOSE

The main purpose of my enrolment in the Plan is to permit me to fund a Leave of Absence, and not to provide me with benefits on or after retirement.

2. ENROLMENT DATE

My enrolment in the Plan shall become effective for the school year commencing .

3. NUMBER OF YEARS OF PARTICIPATION

I shall participate in the Plan for school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

4. YEAR OF LEAVE

In accordance with clause 4.6, I shall take my Leave of Absence during the 19 / school year but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the Board shall have the right to defer such leave for one school year in accordance with clause 4.4.

5. FUNDING OF LEAVE OF ABSENCE

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year % Fourth Year %

Second Year % Fifth Year %

Third Year % OR For **All** Years %

In accordance with clause 3.2, the maximum percentage of Current Compensation Amount deferred in any one year cannot exceed 100 percent divided by the number of years in the Plan including the Leave of Absence year, without taking into account any deferral under clauses 4.4 and 4.5.

Two Years - Maximum 33 1/3%

Three Years - Maximum 33 1/3%

Four Years - Maximum 25%

Five Years - Maximum 20%

I may by written notice to the Board given prior to September 1 in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

6. PAYMENT OF EARNED AND DEPOSITED INTEREST

I direct the Board to pay Accrued Interest to me on each of the following dates:

- i) the December 31 which occurs at the end of the Taxation Year in which I have become a Participant;
- ii) each December 31 occurring after the date specified in clause i) above; and
- iii) the last day of the Leave of Absence or when the Board makes a payment under clause 4.4, 6.1, 6.2, 6.3 or 6.4.

Date: , 19

Participant's Signature

Address

AGREED TO BY THE BOARD

Date: , 19

Treasurer

In order to make the election, the Participant is to initial, and if initialled such election shall be deemed to have been made. The effect of the election is that so long as paragraph 6 applies, the Participant will receive Accrued Interest annually rather than every three years.

THIS ANCILLARY AGREEMENT made the day of, 19 .

BETWEEN:

THE BOARD OF TRUSTEES OF THE LIVINGSTONE RANGE SCHOOL DIVISION NO 68, being a Board of School Trustees duly constituted under the *Alberta School Act*,

(hereinafter called "the Board")

PARTY OF THE FIRST PART

AND:

THE ALBERTA TEACHERS ASSOCIATION

(hereinafter called "the Association")

PARTY OF THE SECOND PART

The Board and the Association agree that for the interpretation of the agreement on a deferred compensation plan:

- (i) The word "committee" means a committee of members comprised of members appointed by

the Board and members appointed by the Association.

(ii) The words "administrative expenses" mean internal costs normally incurred by the Board and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.

(iii) The words "*Alberta School Act*" mean the "*School Act*" and all amendments or succeeding statute(s).

(iv) For the purpose of clause 3.2 investment will be made with the Bank and in accordance with clause 3.4 the secretary treasurer will make the annual reports to each Participant as soon as possible after reports have been received from the Bank.

(v) For the purpose of clause 2.2 and clause 4.4, it is understood that the total number of teachers on Leave of Absence in any one year under the Leave of Absence and Deferred Salary Leave Plan shall not exceed percent of the number of full-time equivalent teachers on staff.

(vi) On return from leave (4.7, Schedule I), a teacher will be assigned to a position with the Board in accordance with the following priorities:

(a) the same position previously vacated by the teacher,

(b) a position similar to that previously vacated by the teacher, or

(c) a position for which the teacher is qualified in accordance with his/her training and/or experience.

However, notwithstanding the above, a teacher on leave will not have any advantage or disadvantage in the event that a staff reduction or program change has become necessary in a particular school.

(vii) Sick leave credits will not be accumulated during the year spent on leave.

(viii) It is understood that no increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association/Board collective agreement.

(ix) A teacher's benefits will be maintained by the Board during his/her Leave of Absence, provided the teacher requests such in writing months prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on his/her behalf unless otherwise agreed to by the board.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto of the day and year first written above.

ON BEHALF OF THE BOARD:

ON BEHALF OF THE ASSOCIATION:

BOTH SIGNATURES WITNESSED BY: