

SOURCE	ATA
EFF.	95 09 01
TERM.	97 08 31
No. OF EMPLOYEES	120
NOMBRE D'EMPLOYÉS	120

Collective Bargaining Agreement

EAST CENTRAL ALBERTA CSSRD NO 16

[replaces Killam RCS, Provost RCS, Theresetta RCS, Vermilion RCS, Wainwright RCS]

1995/96, 1996/97

This agreement is made in quintuplicate this 16 day of October, 1996, pursuant to the *School Act, 1988*, as amended, and the *Labour Relations Code*.

Between the Board of Trustees of the East Central Catholic Separate Schools Regional Division No 16 herein called "the Board", of the first part and The Alberta Teachers' Association, herein called "the Association", of the second part.

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

Whereas terms and conditions of employment of such teachers and their salaries 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 all the terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH

1.0 Application

During the currency thereof this agreement shall be applicable to all teachers employed by the Board except those designated as (a) superintendent, (b) deputy superintendent, under engagement pursuant to the *School Act, 1988*, as amended.

2.0 Term and Effective Date

2.1 Except where otherwise specified; this agreement shall take effect on September 1, 1995, and shall remain in full force and effect until August 31, 1997, and thereafter, subject to variation by mutual agreement or under the provisions of the *Labour Relations Code*.

2.2 Notwithstanding the termination date of this agreement, if notice has been given to commence collective 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 whichever occurs first.

3.0 Collective Bargaining

Either party may give the other not less than 60 days nor more than 180 days prior to the termination of the collective agreement, a notice in writing of its intent to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange particulars of the amendments they seek.

4.0 Membership in The Alberta Teachers' Association

All teachers shall, as a condition of their employment by the Board, be and remain members of the Association.

5.0 Salary Schedule

5.1 The Board shall pay all teachers the salaries and allowances as herein set forth and computed,

5.2 All sums mentioned herein are "per annum" unless specifically stated otherwise,

5.3 The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided, shall together determine the annual salary rate of each teacher employed by the Board. The minimum salary, the maximum salary, and increments for each year of teaching experience are tabulated below.

(a) Effective 1995 09 01 increase the Board proposed salary grid for teachers in Killam, Castor, Provost, and Wainwright by 1.25 percent.

1995-1996 Grid

Years of teaching experience	Years of Teacher Education					
	One	Two	Three	Four	Five	Six
0				29,821	32,173	33,767
1				31,883	34,193	35,835
2				33,944	36,213	37,904
3				36,005	38,233	39,972
4				38,067	40,253	42,041
5				40,128	42,273	44,110
6				42,190	44,293	46,178
7				44,251	46,313	48,247
8				46,313	48,333	50,315
9				48,374	50,353	52,384
10				50,436	52,373	54,452

(b) Effective the first of the month following ratification by the parties the grid in effect in "a" applies to Vermilion teachers.

(c) Effective 1996 09 01 for all teachers in the employ of the Board increase the salary grid in effect in "a" by 1.25 percent.

1996-1997 Grid

Years of teaching experience	Years of Teacher Education					
	One	Two	Three	Four	Five	Six
0				30,194	32,575	34,189
1				32,281	34,621	36,283
2				34,368	36,666	38,378
3				36,456	38,711	40,472
4				38,543	40,756	42,567
5				40,630	42,801	44,661
6				42,717	44,846	46,755
7				44,804	46,892	48,850
8				46,892	48,937	50,944
9				48,979	50,982	53,039
10				51,066	53,027	55,133

5.4 The Board shall pay all teachers the salaries and allowances as herein set forth and computed. Payment shall be made on the fourth Thursday of each month.

5.4.1 Notwithstanding 5.4, in December, salary payments shall be the third Thursday of the month.

6.0 Administration and Supervision Allowances

6.1 A principal's allowance,

(a) Effective 1995 09 01 for administrators in Killam, Castor, Provost and Wainwright shall be:

\$2,400 base allowance, plus
 \$30 for each of the first 100 students plus
 \$16 for each of the remaining students plus
 \$2.50 for each homeschooling student

(b) Effective the first of the month following ratification by the parties the allowance in effect in "a" applies to Vermilion administrators.

(c) Effective 1996 09 01, the allowance shall be:

\$2,430 base allowance, plus
 \$30.38 for each of the first 100 students plus
 \$16.20 for each of the remaining students plus
 \$2.53 for each homeschooling student

6.2 The vice-principal's allowance.

6.2.1 The vice-principal will receive an administrative allowance equal to 50 percent of the sum allowed the principal.

6.2.2 Where there is more than one person sharing the vice-principal position (management team) each person will share an administrative allowance equal to 50 percent of the sum allowed the principal. The distribution of this share will be determined by those sharing the position in consultation with the Board.

6.3 The student count for purposes of this clause shall be taken September 30.

7.0 Application of Salary Schedule

7.1 Teacher Experience

- 7.1.1** A year of experience shall be a school year. In the case of a teacher teaching less than the school year, the days taught will be cumulative until 150 full-time equivalent days have been reached. The salary adjustment will take place on January 1 or September 1 immediately following the accumulation of 150 days.
- 7.1.2** Whenever a year of teaching experience has been earned, the teacher shall not begin to earn credit toward another year of experience until commencement of another school year or January 1, whichever occurs earlier. A teacher shall earn only one experience increment per school year.
- 7.1.3** Teaching experience obtained by a teacher prior to engagement by the Board shall be counted as if it had been teaching experience in a school under the Board's jurisdiction.
- 7.1.4** The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Board. Until 60 days have elapsed from the commencement of employment, or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed. If after 60 days satisfactory evidence is not submitted the teacher shall be paid the minimum for his/her years of university education. Years of experience shall be paid retroactive to the commencement of employment.
- 7.2** Teacher Education
- 7.2.1** 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 Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees Association.
- 7.2.2** The adjustment dates for changes in the allowances for university education are September 1 and February 1.
- 7.2.3** A teacher claiming additional university education or a teacher commencing employment with the Board shall supply the Board within 60 days of the above mentioned dates or from the date of commencement of duties a statement of qualifications to be issued by the Teacher Qualifications Service of the Association. Until the teacher submits satisfactory evidence of qualification, 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/her teaching certificate.
- 7.2.4** If proof of application for the statement of qualifications is supplied within 60 days, as specified under clause 7.2.3, the university education shall be paid retroactively according to clause 7.2.2.
- 7.2.5** If proof of application for the statement of qualifications is not supplied within 60 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.
- 8.0** **Substitute Teachers**
- 8.1** A substitute teacher means a teacher employed on a day-to-day basis.
- 8.2** The substitute teacher rate will be \$105 per day inclusive of vacation pay. Payment for a partial day shall be \$52.50 inclusive of vacation pay. If the substitute is employed for more than a half day he/she shall be paid the full day rate.
- (a) Effective 1996 09 01 the substitute teacher rate shall be \$108 per day inclusive of vacation pay. Payment for a partial day shall be \$54 inclusive of vacation pay. If the substitute is employed for more than a half day he/she shall be paid the full day rate.
- 8.3** Payment shall be made at the daily rate for the first five consecutive school days. On the sixth and subsequent days in the same school, where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.

8.4 When a substitute teacher is required for a period in excess of five consecutive days in the same teaching assignment, the same substitute teacher shall be retained unless that teacher is unwilling to continue in the assignment.

9.0 Cumulative Sick Leave

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

(a) 20 school days upon commencement of employment or two days per month

(b) 90 calendar days after one year of employment

9.2 After 90 calendar days of continuous absence due to disability the Alberta School Employee Benefit Plan shall take effect.

9.3 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three consecutive teaching days may be required to present to the Board a medical certificate within 14 days after resuming teaching duties.

9.4 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three consecutive teaching days or less may be required to present to the Board a signed statement giving the reason for such absence upon return to teaching duties.

9.5 In case of prolonged sick leave with pay, the Board may require, at its expense, a certificate from a medical or dental practitioner designated by the Board.

9.6 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his return to full-time duty, he shall be entitled to sick leave under the provision of clause 9.1.

9.7 When a teacher leaves the employ of the Board all accumulated sick leave shall be cancelled.

9.8 Notwithstanding 9.7 in the case of a teacher who has five or more years of service with the Board and reenters its employ, the sick leave accumulated under clause 9.1 during the period of employment with the Board shall be reinstated, provided that the teacher reenters within a period of two years.

10.0 Special Needs Personal Leave

10.1 The Board may grant special needs personal leave, with pay, for the treatment of immediate family illness or injury that is considered an emergency, or is the result of a local doctor's referral.

10.2 In the case of an immediate family member requiring regular medical or orthodontal appointments elsewhere, the staff member shall apply in writing to the Board who will consider each case individually.

11.0 Maternity and Adoption Leave

11.1 Teachers are entitled to maternity leave without salary and benefits for a period not exceeding 18 weeks.

11.1.2 When possible, a teacher will notify the Board of her leave requirements three months in advance of the first day of the leave. The commencement of or return from maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.

11.1.3 The Board will register and implement a 95 percent supplementary unemployment benefits plan which teachers shall access for pay during the health-related portion of the leave.

11.2 Teachers are entitled to adoption leave without salary and benefits for a period not exceeding one year.

- *1.2.1** When possible, a teacher will notify the Board of the leave requirements three months in advance of the first day of the leave.
- 11.3** In addition to maternity leave, each teacher shall be eligible for further personal leave without pay and benefits for up to 34 weeks provided such is continuous and complete within 12 months of the date the teacher first commenced maternity leave. During the 34 week period, each teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 percent of the premium. The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.
- 11.4** A teacher who wishes to resume employment upon the expiration of maternity leave or adoption leave (clause 1 1.2) to which they are entitled, shall give the Board two weeks notice in writing of the day on which they intend to resume employment and the Board shall:
- (a) reinstate the teacher in the position occupied at the time of maternity or adoption leave commenced, or
 - (b) provide the teacher with alternative work of a comparable nature, at not less than the same wages, entitlements and other benefits that had accrued to the teacher to the date that the teacher commenced maternity or adoption leave.
- 12.0 Professional Improvement Leave**
- 12.1** After five years of continuous service with the Board, a teacher may be granted professional improvement leave for the purpose of improving his/her education training.
- 12.1.1** The teacher shall be required to return to the employ of the Board for a period of two years after completing the professional improvement leave.
- 12.2** A teacher on professional improvement leave shall receive an annual salary of 60 percent of fourth year minimum on the grid.
- 12.2.1** Should a teacher who by mutual consent resign from service of the Board before completing the required two year period of service following such leave, repayment for professional improvement leave salary shall be made to the Board on a prorated basis.
- 12.2.2** Should a teacher fail to return to the employ of the Board following professional improvement leave, the teacher shall repay the professional improvement leave salary.
- 12.3** A teacher who takes professional improvement leave of absence shall retain his/her years of service and position. Upon resumption of duties, the teacher shall be returned to a position no less favorable than the one the teacher held before the leave was taken; where reduction of staff is required the teacher resumes his/her status in relation to the staff as a whole.
- 12.4** Written application for a professional improvement leave of absence must be made by a teacher before February 1 prior to the school year for which such professional improvement leave is requested.
- 12.5** If application is made, the Board may grant one professional improvement leave per year, and may in its discretion, grant more than one. Preference shall be given to years of service.
- 13.0 Other Leaves of Absence**
- 13.1 Compassionate Leave**
- 13.1.1** A teacher is entitled to compassionate leave with salary and benefits for not more than five days for each occurrence because of the critical illness or death of a spouse, child, parent of teacher or spouse, brother, sister, or a relative who is a member of the teacher's household, and up to five additional days at full salary and benefits less the cost of a substitute teacher.
- 13.1.2** A teacher is entitled to compassionate leave with salary and benefits for not more than three days for each occurrence because of the critical illness or death of a grandparent of teacher or spouse, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or to act as a pallbearer, and up to five additional days at full salary and benefits less the cost of a substitute teacher.

- 13.1.3** A teacher is entitled to compassionate leave with salary and benefits for not more than one day for each occurrence because of the critical illness or death of an aunt or uncle of teacher or spouse, niece, nephew, godparent of teacher or spouse, godparent of child and up to one additional day at full salary and benefits less the cost of a substitute teacher.
- 13.1.4** A teacher is entitled to compassionate leave with salary and benefits less the cost of a substitute teacher for not more than one day for each occurrence because of the critical illness or death of a friend.
- 13.2** Personal Leave
- 13.2.1** Upon prior notification of the Board or designate, a maximum of three days personal leave each school year shall be granted. The first day of leave shall be at full pay. The other two days shall be at full pay less the cost of a substitute teacher, and is to be paid to the Board through payroll deductions or from some other source. The leave will not be unreasonably denied. Additional leaves of absence may be granted by the Board on application, with or without pay.
- 13.3** Jury Duty or Subpoena
- 13.3.1** Leave of absence without loss of salary and benefits shall be granted
- (a) for jury duty or any subpoena related thereto
- (b) to answer a subpoena to attend as a witness in any proceeding, except against the employee or an employee's defense against the Board, 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.
- 13.4** Weather, Road Conditions, Transportation Failure
- A teacher whose usual place of residence is within 75 km of the school of employment who despite reasonable effort is unable to travel to school from their usual place of residence because of inclement weather, impassable road conditions, or the failure of transportation facilities other than the teacher's own, is entitled to full salary and benefits for the period of absence.
- 14.0** **Group Insurance**
- 14.1** Subject to the provisions of the master policies, all teachers appointed to the staff of the Board, after the signing of this collective agreement, shall be required to enroll in the Alberta School Employee Benefit Plan. All teachers enrolled in the Alberta School Employee Benefit Plan on the signing date of this agreement shall continue to be enrolled in the plan. A teacher may be exempted from participation in the Alberta School Employee Benefit Plan and the Alberta Health Care Plan where they receive coverage through the spouse.
- 14.2** Effective 1996 09 01 the Board shall pay 80 percent of the monthly premiums of the following plans in which a teacher is enrolled.
- (a) ASEBP Extended Disability - Plan D1
- (b) ASEBP Life & Accidental Dismemberment - Plan 2A
- (c) ASEBP Dental Plan - Plan 3C
- (d) ASEBP Extended Health Care - Plan 1
- (e) ASEBP Vision 250/Hearing 500 - Plan 3
- (f) Alberta Health Care
- The balance of the premiums shall be deducted from the monthly salary of the participating teachers.
- 14.3** Benefits for part-time staff and job share staff shall be prorated according to their percentage of full-time equivalency.

15.0 Payment of Non-Credit and Credit Courses

15.1 The Board agrees to pay the sum of the course expenses incurred by the teacher for courses taken at the request of the Board. Travel, living expenses, or per diem will be paid at the discretion of the Board.

15.2 Tuition fees for courses of a religious or theological nature shall be reimbursed on proof of completion of the course.

16.0 Grievances

16.1 The party entering into dispute shall give a written notice to the committee, as per 16.2, stating full particulars of the cause of the dispute. The grievance shall also be submitted in writing to the Board chairperson or superintendent and to the teachers' Economic Policy Committee (EPC) within 31 days.

16.1.2 The teacher may meet with the superintendent to attempt to resolve the grievance within 10 days of the receipt of the grievance notice.

16.2 A committee consisting of two members from the teachers' EPC, together with two indicated members of the Board, shall function as a committee to discuss the settlement of any dispute regarding the interpretation, application, operation, or any alleged violation of this agreement.

16.3 If the committee reaches a unanimous decision as to the disposition of any differences, the decision shall be binding and final.

16.4 If the parties fail to reach an agreement under the above step, either party may by written notice to the other party, stating the nature of the difference, require the establishment of an arbitration board. Such written notice must be served within 15 days following completion of the preceding step.

16.5 Each party shall appoint one member as its representative on the arbitration board within 15 days of such notice. The two members so appointed shall endeavor to select an independent chairperson.

16.6 If the two members fail to select a chairperson within five days after the day on which the last of the members is appointed they shall request the Director of Mediation Services, Department of Labour to select a chairperson.

16.7 The arbitration board may not change, modify or alter any of the terms of this agreement.

16.8 The arbitration board shall render its decision not later than 14 days after the appointment of the chairperson except that with the consent of both parties such limitation of time may be extended. The findings and decisions of a majority of members of an arbitration board on all arbitrable questions shall be the findings and decision of the arbitration board and shall be binding on all parties.

16.9 Each party to the difference shall bear the expense of its respective nominee to the arbitration board and the two parties shall bear equally the expenses of the chairperson.

17.0 Deferred Salary Leave Plan

17.1 The Board shall maintain a deferred salary leave plan as per policy.

18.0 General

18.1 Teachers shall be assigned for not more than 200 days in any school year. Any teacher who is in receipt of the administrative allowance as provided in clause 5, shall accept the responsibility for having the school unit operational on the commencement day of each school term, semester or other division of the school year.

19.0 Quality of Work Life

19.1 The Board and the Association will endeavor to meet periodically to negotiate matters relating to improving the quality of work life.

20.0 Teacher Transfer

20.1 Teachers will only be transferred voluntarily.

20.2 The Board will establish a procedure by which teachers may request transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

20.3 Teachers who desire a transfer to another school must file a written statement with the Board prior to June 1, annually. Such statement must include the subjects and/or grade levels desired and the school(s) to which the teacher seeks transfer.

20.4 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be interviewed. Should the teacher not be selected, he/she may request a written explanation of the reason(s).

21.0 Noon-Hour Supervision

21.1 A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.

22.0 Extra Curricular Activities

22.1 Teacher participation in extracurricular activities is strictly voluntary.

23.0 Home Schooling

23.1 Home schooling students are those students registered with the home schooling program established by the Board.

23.1.1 A teacher providing instruction in a classroom setting shall not have home schooling students assigned unless the teacher agrees.

24.0 Teacher Retirement Incentive Plan

24.1 The Board shall maintain a teacher retirement incentive plan as per policy.

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