

Medicine Hat Catholic Separate Regional Division No 20

This agreement made this 23 day of June, 2008, AD pursuant to the *School Act (RSA)* and the *Labour Relations Code (RSA)*.

Between The School Boards Employer Bargaining Authority ("the SBEBAA") an employers' organization acting on behalf of the Medicine Hat Catholic Separate Regional Division No 20 (hereinafter called "the Member Employer") 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.

THE PARTIES AGREE:

Article 1 - Recognition

1.1 This collective agreement shall apply to all certificated teachers employed by the Member Employer, excluding:

- (a) superintendent
- (b) deputy superintendent
- (c) directors and above.

Article 2 - Term of Agreement

2.1 This agreement takes effect on September 1, 2007 and terminates on August 31, 2012. Either party may give to the other not less than 60 days prior to the termination of this agreement, a notice in writing of its intention to commence collective bargaining. The notice must contain particulars of all amendments sought. Negotiation shall be limited to these particulars unless changes are mutually agreed to.

Article 3 - Salary Schedule

3.1 The Member Employer must pay all teachers in its employ in accordance with the agreement.

3.2 The following salary increases shall be provided in accordance with the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association of November 15, 2007.

Effective September 1, 2007 adjust the salary grid in effect on August 31, 2007 by 3 per cent (note the rates identified herein for salaries, substitute teacher rates and allowances already reflect this increase).

For the school years 2008/2009 to 2011/2012, salary grid adjustments will be as follows:

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2008 will be calculated by comparing the average of earnings for Alberta for January 1, 2007 to December 31, 2007 to the average of earnings for Alberta for January 1, 2006 to December 31, 2006 and then applied to the salary grid in effect on August 31, 2008.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2009 will be calculated by comparing the average of earnings for Alberta for January 1, 2008 to December 31, 2008 to the average of earnings for Alberta for January 1, 2007 to December 31, 2007 and then applied to the salary grid in effect on August 31, 2009.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2010 will be calculated by comparing the average of earnings for Alberta for January 1, 2009 to December 31, 2009 to the average of earnings for Alberta for January 1, 2008 to December 31, 2008 and then applied to the salary grid in effect on August 31, 2010.

The Alberta Average Weekly Earnings* index (AAWE) percentage increase for September 1, 2011 will be calculated by comparing the average of earnings for Alberta for January 1, 2010 to December 31, 2010 to the average of earnings for Alberta for January 1, 2009 to December 31, 2009 and then applied to the salary grid in effect on August 31, 2011.

Note: If the AAWE calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

*The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026).

The annual teaching salary is determined by teacher education and teaching experience. One month's salary is 1/12 of the annual salary payable.

Tabulated below are the minimum and maximum salary rates and the experience increments for each year of teacher education.

3.3 Salary Schedule

10589 (06)

Effective September 1, 2007

Years of teaching
experience

	<u>Years of University Education</u>					
	<u>CAT1</u>	<u>CAT2</u>	<u>CAT3</u>	<u>CAT4</u>	<u>CAT5</u>	<u>CAT6</u>
0				50,517	53,539	56,334
1				53,483	56,505	59,298
2/3				56,448	59,469	62,264
4				59,412	62,434	65,229
5				62,378	65,400	68,193
6				65,342	68,364	71,159
7				68,308	71,330	74,123
8				71,272	74,294	77,088
9				74,237	77,259	80,053
10				77,203	80,224	83,018

Effective September 1, 2008, Step 3 will become a combined step re-named Step 3/4.
 Effective September 1, 2009, Step 4 will become a combined step re-named Step 4/5.
 Effective September 1, 2010, Step 5 will become a combined step re-named Step 5/6.
 Effective September 1, 2011, Step 6 will become a combined step re-named Step 6/7.

A teacher shall only spend one year at any step providing they meet the requirements of article 5.

3.4 Banking - Teachers under contract shall be paid by the last banking Friday of the month with the exception of December and June when teachers will be paid on the last teaching Friday.

3.5 CSB - Deductions for purchase of Canada Savings Bonds shall be made monthly by the Member Employer if requested.

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

Article 4 - 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 Teacher Salary Qualifications Board.

4.2 The adjustment dates for changes for teacher education CAT shall be the commencement of the school year and February 1.

4.3 Each teacher claiming additional teacher education or commencing employment shall supply to the Member Employer:

- (a) within 45 days of commencement of the school year,
- (b) within 45 days of February 1,
- (c) within 45 days of commencement duties,

whichever applies, a statement of qualifications issued by the Teacher Qualifications Service of the Association. Until the teacher submits the statement, the teacher shall be paid according to the most recent acceptable statement of qualifications or according to the minimum education requirements for that teachers' certificate.

4.4 If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement, the salary adjustment shall be retroactive to:

- (a) commencement of the school year,
- (b) February 1,
- (c) commencement of employment,

whichever applies, otherwise the salary shall be adjusted effective the beginning of the month following receipt by the Member Employer of a statement of qualifications.

Article 5 - Recognition of Teaching Experience

5.1 Each year of teaching experience entitles a teacher one step on the salary grid.

5.2 Entitlement to experience increments shall be subject to submission of satisfactory evidence of the experience claimed. Such teaching experience includes teaching in schools under the jurisdiction of a provincial, state or national department of education. Until such evidence is submitted, the Member Employer will evaluate the teaching experience. If submitted within 90 calendar days, a salary adjustment will be made retroactive to commencement of employment, otherwise the salary will be adjusted effective the beginning of the month following receipt of satisfactory evidence of the experience claimed.

5.3 A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 126 school days.

5.4 A teacher under contract who teaches less than 126 school days with the Member Employer in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the Member Employer to a total of 126 days within a period of three consecutive years providing that a minimum of 42 days service with the Member Employer per year be rendered.

5.5 An increment shall be effective on September 1 or February 1, immediately following the attainment of the necessary teaching days.

Article 6 - Administration Allowances

6.1 Principals – The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

Effective September 1, 2007, the principal's basic allowance shall be \$13,685 per annum with an additional per student allowance (for each pupil over 200) of \$15.97 per annum.

The pupil count is as at September 30 of the current year.

6.2 Vice-Principals--First or only vice-principal - 60 percent of the principal's allowance.

6.3 Second Vice-Principal--50 percent of the principal's allowance.

6.4 Coordinator--On the basis of a principal's allowance for a school with 300 pupils.

6.5 Consultants--On the basis of 60 percent of the principal's allowance for a school with 300 pupils.

6.6 Department Heads--On the basis of 50 percent of the principal's allowance for a school with 150 pupils.

6.7 Where the Member Employer initiates the transfer of a school-based administrator, that person's salary will be "red-circled" for three years. The administrator will receive the higher of:

- a) their current salary frozen at the June 30 rate; or
- b) the salary appropriate to their position in their designated school.

After three years the person's salary will be governed by the provisions of article 6.1–6.7.

6.8 Allowance for Vocational Experience--Upon engagement an initial trades allowance shall be granted at the request of the employee. For the purpose of this section and before an allowance is paid, the teacher shall be required to submit a certified statement(s) from the previous employer(s).

If the required statement(s) or proof of application for the same is supplied within 45 days of commencement of employment, payment shall be retroactive to the commencement of employment; if not, the salary shall be adjusted effective the beginning of the month following submission of the statement(s).

The amount of the allowance shall be determined by a committee consisting of one representative of the school board, the superintendent of schools and two representatives of the ATA. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.

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

Article 7 - Substitute Pay

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

7.2 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Effective September 1, 2007, the rate of pay for substitute teachers shall be \$169.95 per day (includes 4 per cent vacation pay).

7.3 If a substitute teacher is employed more than 10 consecutive days in the same classroom, commencing on the 11 day, the rate of pay shall be in accordance with article 3. If that teacher continues in the same classroom for more than 19 consecutive days, the rate of pay shall be in accordance with article 3 retroactive to the first consecutive day of employment.

Article 8 - Industrial Arts Teachers

8.1 An industrial arts teacher is one who is employed to teach industrial arts courses at the junior and senior high levels.

8.2 Training: The professional training of industrial arts teachers shall be evaluated as follows:

8.2.1 Teacher education according to article 4 of this agreement.

8.2.2 A certificate of proficiency in a designated trade (journeyman's certificate recognized by the Alberta Apprenticeship Board) or

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

8.2.3 Technical or business education training not covered by the preceding clauses 8.2.1 and 8.2.2, may be evaluated by a committee consisting of the Member Employer, a representative of the ATA and the superintendent of schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under article 4.

8.2.4 Clauses 8.2.2 and 8.2.3 do not apply when trade or business education training has been given credit toward a bachelor of education degree.

8.2.5 In the event of a teacher whose salary is governed by this clause, having a second set of journeyman's papers and which are being used for vocational instructional purposes, the teacher shall receive an additional allowance of \$300.

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

Article 9 - Professional Improvement

9.1 The Member Employer shall establish a professional development account for each teacher under contract as of September 30.

9.2 The Member Employer will contribute to each teacher's account \$500 per annum for each full-time equivalent teacher. Part-time teachers shall have an allocation of \$500 prorated to their proportion of time under contract.

9.3 Teachers may accumulate money in their account for a period of five years to a total of five times the amount specified above.

9.4 If a teacher leaves the employ of the Member Employer any unused allocation shall revert to the Division.

Article 10 - Professional Development Leave

10.1 A teacher who has taught in the school system for a minimum of five years may be granted a leave for professional development.

10.2 Application for leave, accompanied by a clear statement of the teacher's purpose shall be presented to the superintendent of schools as follows:

(a) for leave to commence September 1 - not later than January 15.

(b) for leave to commence January 1 - not later than May 1.

The application for a leave must be considered by the Member Employer and the applicant must be notified of the Member Employer's decision within 30 days after the date for receipt of applications.

10.3 A teacher who is granted leave shall, upon return, be given a position upon his/her return and experience increment will be allowed.

10.4 A teacher having been granted leave shall study at a recognized learning institution.

10.5 In lieu of regular salary, a teacher while on professional development leave, shall be granted allowance at the rate of 65 per cent of annual salary and benefits for the year for which leave is granted, payable at the rate of 1/12 of the leave allowance so determined, for each month of leave, with payment to commence on the last day of the first calendar month of the leave.

10.6 A teacher who is granted leave shall agree in writing to serve the Member Employer for a period of not less than one year for each semester taken.

Article 11 - Leave of Absence

11.1 Compassionate Leave - With Full Pay Will Be Granted

11.1.1 For the critical illness or death of father, mother, spouse, child, brother, sister or parents of spouse - not more than five days. Not more than three days for funeral of any of the above, if held in the city and not more than five days if funeral is held outside of the city. For combined critical illness and death, not more than eight days in the city and 10 days outside of the city. A medical statement will be required if death does not occur.

11.1.2 For attendance at the funeral of teacher's grandparent, grandchild or brother or sister of spouse - two days' leave. If circumstances warrant additional leave, the two days may be extended to a maximum of five days.

11.1.3 For attendance at the funeral of teacher's uncle, aunt, first cousin, nephew, niece, spouse of brother/sister-in-law, spouse's grandparent, uncle or aunt of spouse, nephew/niece of spouse - one days' leave.

11.1.4 For acting as pallbearer - half day.

11.2 Other Leaves - With Full Pay

11.2.1 For the purpose of writing university examinations - one day.

11.2.2 While participating in university convocation exercises - one day.

11.2.3 While obtaining citizenship papers at a scheduled session of the court - half day.

11.2.4 While serving as a witness or juror as a result of a notice to attend or subpoena, provided that any fee received for acting as a witness or juror be paid over to the Member Employer. An employee is not able to receive benefit under this clause if the matter of the notice to attend or subpoena results from employment with agencies other than the Member Employer.

11.2.5 For a husband during the confinement of spouse for maternity reasons - one day or two half days.

11.2.6 For the adoption of a child - one day.

11.2.7 For not more than one day to attend child or spouse requiring treatment not available in Medicine Hat.

11.3 Leave of Absence With Loss of Substitute Pay

Temporary leave of absence with pay shall be granted to teachers providing the Member Employer is reimbursed for the cost of a substitute teacher, whether required or not.

11.3.1 For attendance at meetings of committees of Alberta Education.

11.3.2 For attendance at meetings or any function at the request of the provincial or Local Alberta Teachers' Association.

11.3.3 For attendance at education conventions in an official capacity.

11.3.4 For attendance at civic government meetings and conventions in an official capacity.

11.3.5 For any other professional reasons that have been approved by the superintendent of schools.

11.4 Temporary leave of absence with pay, of up to a maximum of six days in a school year, shall be granted to teachers, providing the Member Employer is reimbursed for the cost of a substitute teacher.

11.4.1 For not more than two days in any one school year for an illness of a non-critical nature in the teacher's household.

11.4.2 For not more than two days in any one school year for personal reasons, provided that the request be approved by the principal and that the function of the school not be disrupted. Personal leave attached to long weekends or vacation periods must have prior approval of the principal.

11.4.3 Because of road closure or the suspension of public transportation or other similar cause.

11.4.4 For the funeral of a friend of the family - one day.

11.4.5 While representing a service club or political party, in an official capacity as president, at conventions up to five days.

11.4.6 For attending post-secondary convocation exercises for spouse or children but not participating - one day.

11.5 - Maternity Leave

11.5.1 The Member Employer shall implement a supplementary unemployment benefits plan which each teacher shall access for pay during the health related portion of her maternity leave. The Member Employer shall pay its portion of required group insurance premiums described in article 12 during the health related portion of maternity leave. The remainder of maternity leave not covered by the health related portion shall be at no cost to the Member Employer.

11.5.2 The teacher concerned shall submit a certificate from a physician stating the anticipated date of delivery.

Article 12 - Sick Leave

12.1 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 or disability, in accordance with the following schedule:

12.1.1 In the first year of service with the Member Employer, in accordance with the provisions of the *School Act*. After one year service - 90 calendar days.

After each subsequent absence in the same school year, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.

12.1.2 After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect.

12.1.3 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

Less than one year of service - nil
After one year of service - 90 calendar days.

12.1.4 The credit of a teacher on leave of absence will not be altered because of absence from work for a period not exceeding one year.

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

12.2.1 When a teacher is absent for a period of three days or less, the teacher will report as soon as feasibly possible to the principal of the school and shall provide a declaration on a form approved by the Member Employer.

12.2.2 A certificate signed by an attending medical or dental practitioner where the absence is for a period of over three days.

12.2.3 When the sickness extends for a period of over one month, the employee may, at the discretion of the Member Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.

Article 13 - Employee Benefit Plans

13.1 All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan with the Member Employer paying 100 percent of the premium.

13.1.1 Life Insurance: Plan 2

13.1.2 Accidental Death and Dismemberment (AD&D): Plan 2

13.1.3 Extended Disability: Plan D

13.1.4 Extended Health Care: Plan I

13.1.5 Dental Care: Plan 3

13.2 The Member Employer's contribution to the Alberta Health Care Insurance shall be at the rate of 100 percent of each enrolled employee's premium.

13.3 It is agreed that the EI rebate is being shared according to section 64(4) of the *Employment Insurance Act* by the benefits contained in this agreement.

13.4 The Member Employer shall create a health spending account effective September 1, 2005 in the amount of \$350 per employee per year (not including substitute teachers), pro-rated for employees working less than a full time equivalent.

Effective September 1, 2008, the Member Employer will establish for each eligible teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The Member Employer will contribute \$45.83 per month for each FTE teacher. This amount shall be pro-rated for teachers employed less than full-time with the Member Employer. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the Member Employer will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.

Effective September 1, 2009 the monthly contributions shall increase to \$54.15.
Effective September 1, 2010 the monthly contributions shall increase to \$62.50.
Effective September 1, 2011 the monthly contributions shall increase to \$70.84.

Article 14 - Early Retirement Incentive Plan

14.1 Eligibility

To be eligible to participate in the early retirement incentive plan a teacher shall:

- (a) have reached the age of 50 years;
- (b) have a minimum of 10 years of continuous service with Medicine Hat Catholic Board of Education;
- (c) be at the maximum step in his/her category of the salary grid;
- (d) intend to retire at the end of a school year;
- (e) for the purpose of determining eligibility, the age of the applicant shall be as at June 30.

14.2 Member Employer Discretion

- (a) The application for early retirement incentive plan benefits shall be filed no later than April 1.
- (b) The Member Employer will consider each application on its own merits and will inform each applicant in writing of the acceptance or rejection of the request by May 1.
- (c) The Member Employer maintains absolute discretion, without appeal, regarding the acceptance or rejection of any individual application.
- (d) Notwithstanding the above, the Member Employer reserves the right to allow any teacher to participate in the plan regardless of failure of the teacher to meet eligibility requirements.

14.3 Schedule of Early Retirement Payments

(a) The early retirement incentive shall consist of cash payments to the teacher according to the schedule below:

<u>Age of teacher at retirement:</u>	<u>Amount of payment:</u>
54 years or less	\$35,000
55 years	\$25,000
56 years or more	\$20,000

Note: Notwithstanding the above, the early retirement incentive shall be paid in two instalments consisting of 33 per cent of the amount on September 30 with the balance to be paid on January 31 following.

14.4 Employee Benefits

The Member Employer will facilitate enrolment of an employee accepted for the early retirement incentive plan into the Alberta School Employee Benefit Plan retirement package from the date of his/her retirement until his/her 65th birthday. The employee shall be responsible to pay all costs of such benefits.

Acceptance or waiver of this opportunity shall be recorded on the application for participation in the early retirement incentive plan and the opportunity once waived, cannot later be accepted.

14.5 Purpose and Intent of the Early Retirement Incentive Plan

This early retirement incentive plan has been implemented to meet a temporary situation related to restrictive economic conditions, a stable student and teaching population and an aging teaching force. It is designed to offer teachers the opportunity to retire with dignity and without serious economic consequences earlier than would otherwise be possible. It is also designed to offer additional opportunities for employment to beginning or relatively new teachers.

The early retirement incentive plan will for the most part be financed by the differential in salary costs between retiring teachers and beginning teachers.

These factors will be taken into consideration by the Member Employer each year when considering the early retirement incentive plan.

14.6 Application Procedure

A teacher shall make written application to the superintendent prior to April 1. The resignation of the teacher, contingent on approval of the early retirement incentive plan application shall be submitted as part of the application for participation in the early retirement incentive plan.

Article 15 - Involuntary Transfer

Unless the teacher agrees, a teacher cannot be transferred to a school which is more than 50 km away from their present school.

Article 16 - Grievance Procedure

16.1 Any difference between an employee covered by this agreement and the Member Employer or between the local of the Alberta Teachers' Association and the Member Employer or the SBEBBA concerning the interpretation, application, operation or alleged violation of this agreement and whether the difference is arbitrable, must be dealt with as follows, without stoppage of work or refusal to perform work.

16.2 In the case of a difference between an employee and the Member Employer, such difference (hereinafter called a "grievance") must be submitted in writing to the Secretary-Treasurer of the Member Employer who shall inform the President of the SBEBBA and to the secretary of the local of the ATA who shall inform the Coordinator of Teacher Welfare of the Alberta Teachers' Association. The written submission shall be delivered within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. The submission must explain the grievance and the article of this agreement which is alleged to have been violated.

16.3 In the case of a difference between the Alberta Teachers' Association and the SBEBBA, either party may institute a grievance, in the case of the Alberta Teachers' Association, by forwarding written particulars of the grievance to the President of the SBEBBA with a copy to the Superintendent of Schools of the Member Employer and in the case of the SBEBBA, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Alberta Teachers' Association within 15 days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance.

16.4 If the grievance is not resolved by the above procedures, then either party may, by written notice served on the other party, require the establishment of an arbitration board. Such notice must be given within 21 days after the expiry of the 15 day time limits above.

16.5 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and must inform the other party of its appointee. The two members appointed must, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman either party may request the Director of Mediation Services to make the necessary appointment.

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

16.7 The arbitration board must 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 must 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.

16.8 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 arbitration board.

16.9 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman, however, 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 parties shall bear equally the expense of the chairman.

16.10 The time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays, statutory holidays and vacation periods.

16.11 If, at any stage of the 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.

16.12 Any of the time limits in the grievance procedure may be extended at any stage upon the written consent of the parties.

Article 17 - Communications Between the Parties

17.1 The Teacher Board Advisory Committee exists as the primary vehicle for communicating the views of teachers on matters of school affairs with the Member Employer. The existence of this committee does not prevent the parties creating or maintaining other committees for specific purposes.

Article 18 - Subrogation

18.1 (a) Cost of absence means the total remuneration paid by the Member Employer during a period when the teacher was absent from work.

(b) Interest means interest calculated in accordance with the provision of the *Alberta Judgment Interest Act* SA 1984, c.J-0.5 and amendments and regulations thereto.

(c) Judgment or settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss or remuneration, either by lump sum, periodic payments(s), or through the purchase of an annuity, or any of them.

(d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Member Employer.

(e) Teacher means a teacher in respect of whom the Member Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

18.2 In the event that the Member Employer incurs a cost of absence as a result of an act or omission of a third party, the Member Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

(a) The teacher shall advise the Member Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Member Employer incurring a cost of absence;

- (b) The teachers shall upon request by the Member Employer include the cost of absence, as calculated by the Member Employer, in the teacher's claim;
- (c) The Member Employer shall have the right (but not the obligation) to maintain action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- (d) The teacher agrees to cooperate with the Member Employer and to provide, at the Member Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- (e) The teacher will not settle his/her claim without the prior written consent of the Member Employer as to the amount of the cost of absence to be recovered by the Member Employer;
- (f) Upon resolution of the amount of the cost of absence payable to the Member Employer, the Member Employer may, upon default of payment by the teacher following demand by the board offset the agreed upon amount of the cost of absence payable to the teacher by the Member Employer;
- (g) The teacher shall not release any third party from the cost of absence without the consent of the Member Employer; and
- (h) The Member Employer's consent to settlement shall not be unreasonably withheld.

18.3 When as a result of judgment or settlement with the consent of the Member Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Member Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

18.4 When as a result of a judgment or settlement with the consent of the Member Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall of the date of settlement or judgment, pay to the Member Employer, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

18.5 The teacher will upon request by the Member Employer execute such documents and agreements as may be required or deemed desirable by the Member Employer to give effect to the provisions of this article 18.

18.6 In exercising any of its rights under article 18, the Member Employer shall have due regard for the interests of the teacher.

Article 19 – Member Employer Prerogatives

The Member Employer retains all those rights of management not specifically limited by the terms of this agreement.

Article 20 – Union Use of Board Property

20.1 Member Employer facilities used by teachers for Association business are to be reimbursed at the customary charge to other external users.

Article 21 – General Clauses

21.1 When the Member Employer creates any new classifications not specified in this agreement to which a teacher will be designated, the allowance, if any, for the new classification shall be negotiated.

21.2 Nothing contained in the agreement shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of this agreement.

21.3 The previous collective agreement between the parties is cancelled.

21.4 This agreement is for the benefit of and is binding upon the parties and their successors.

Article 22 – Date of Agreement

In witness whereof the parties have executed this agreement this 23 day of June 2008.

Addendum

The following has been agreed upon as an addendum to the 2007-2012 collective agreement between the School Boards Employer Bargaining Authority ("The SBSBA") an Employers' organization acting on behalf of the Medicine Hat Catholic Separate Regional Division No 20 (hereinafter called "the Member Employer") of the first part and the Alberta Teachers' Association a body corporate, incorporated under the laws of the Province of Alberta, (hereinafter called "the Association") of the second part.

WHEREAS the current agreement provides for increases during the term of the agreement, the following provisions are intended to reflect the specific amendments to the agreement. All other provisions of the current collective agreement shall continue to apply and these revised rates shall be

administered in accordance with the balance of the agreement.

Effective September 1, 2008, the parties agree the following amendments shall apply:

Article 3 – Salary Schedule

3.3 Salary Schedule

Amend the salary schedule as follows:

Years of teaching
experience

	Years of University Education					
	<u>CAT1</u>	<u>CAT2</u>	<u>CAT3</u>	<u>CAT4</u>	<u>CAT5</u>	<u>CAT6</u>
0				52,805	55,964	58,886
1				55,906	59,065	61,984
2				59,005	62,163	65,085
3/4				62,103	65,262	68,184
5				65,204	68,363	71,282
6				68,302	71,461	74,383
7				71,402	74,561	77,481
8				74,501	77,660	80,580
9				77,600	80,759	83,679
10				80,700	83,858	86,779

Article 6 – Administration Allowances

6.1 Principals

Amend the principal's basic allowance to \$14,305 per annum with an additional per student allowance (for each pupil over 200) of \$16.69 per annum.

Article 7 – Substitute Pay

7.2 Amend the substitute teacher rate of pay to \$177.65 per day (includes 4 per cent vacation pay).