

Greater St Albert Catholic Regional Division No 29

This agreement is made in quintuplicate pursuant to the *School Act, 2000* and the *Labour Relations Code*.

Between the Board of Trustees of the Greater St Albert Catholic Regional Division No 29, 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.

As partners, the Board and its teachers are committed to the development of quality education opportunities for students in the context of Catholic/Christian values. The Board and its teachers acknowledge that this commitment will be realized when effective communications and a relationship based on mutual trust exist between the parties.

The teachers recognize that basic to the proper management and administration of the school system, it is the Board's right and responsibility to formulate and adopt policy and regulations, not specifically limited by the terms of this agreement. The Board will exercise its rights in a fair and reasonable manner consistent with the mission statement, beliefs and values of the division.

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

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiation 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 said 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:

1.0 This agreement applies to all employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Alberta Department of Education, the Province of Alberta, herein collectively called the teachers, or where in context requires, teacher, excepting thereout the superintendent, deputy superintendent, assistant superintendent and associate superintendent.

2.0 The salaries and herein specified terms and conditions of the teacher's employment with the Board are governed exclusively by the provisions of this agreement and any statutory provisions relating thereto.

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

4.0 Commencement of Collective Bargaining

4.1 This agreement takes effect on September 1, 2007 and terminates August 31, 2012. Either party may give the other not less than 60 nor more than 180 days prior to the termination of this agreement, a notice in writing of its intention to commence collective bargaining with a view to striking a new agreement.

4.2 The Alberta Teachers' Association shall address its notice of intent to the secretary-treasurer, Greater St Albert Catholic Regional Division No 29, and the board of trustees shall address its notice of intent to the coordinator, teacher welfare, the Alberta Teachers' Association.

4.3 The initial meeting(s) shall be used to establish ground rules and procedures to be used in collective bargaining.

4.4 Notwithstanding the termination date of this agreement, if notice has been given to commence collective bargaining, the terms and conditions herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike/lockout commences, whichever occurs first.

5.0 Salary Schedule

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

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5.2 The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board.

5.3 Effective September 1, 2007, the salary grid, Appendix A, will include a 3 per cent increase.

5.4 For the years subsequent to 2007-2008, salary increases shall be calculated as follows:

5.4.1 The December 2007 annual Alberta Average Weekly Earnings (AAWE*) Index shall be compared to the December 2006 annual AAWE Index and the percentage increase shall be applied to the salary grid to take effect September 1, 2008, Appendix A.

5.4.2 The December 2008 annual AAWE* Index shall be compared to the December 2007 annual AAWE and the percentage increase shall be applied to the salary grid to take effect September 1, 2009.

5.4.3 The December 2009 annual AAWE* Index shall be compared to the December 2008 annual AAWE and the percentage increase shall be applied to the salary grid to take effect September 1, 2010.

5.4.4 The December 2010 annual AAWE* Index shall be compared to the December 2009 annual AAWE and the percentage increase shall be applied to the salary grid to take effect September 1, 2011.

5.4.5 In no case will a reduction in salary be applied. If the formula produces a negative number, the existing salary grid shall continue for the subsequent year.

5.4.6 ALBERTA AVERAGE WEEKLY EARNINGS* (MofA Appendix B)

The increase for September 1, 2008, will be calculated by comparing the average of earnings for Alberta from January 1, 2007 to December 31, 2007, to the average of earnings for Alberta from January 1, 2006 to December 31, 2006, and so forth for each subsequent year.

5.5 Effective September 1, 2007, the substitute teacher rate will be \$182.18 per day. This rate shall increase on September 1 for each subsequent year of this agreement and at the same percentage as the grid, Appendix A.

5.5.1 Holiday pay as set forth under the *Employment Standards Code* is included in these rates.

5.6 Substitute teachers shall have a minimum call-out of one-half (1/2) the daily rate of pay and with the remaining time at a pro-rated rate of pay, Appendix B.

5.7 By August 1 of each year, substitute teachers shall be issued a statement of the number of days taught during the past school year.

6.0 Additional Allowances

6.1 In addition to the foregoing salary rates there shall be paid functional allowances in accordance with the following schedule:

6.1.1 A teacher designated as a director shall be paid 38 per cent of the maximum of the fourth year of teacher training.

6.1.2 Principals shall be paid an allowance at the per annum rate a sum equal to 19 per cent of the maximum of the fourth year of teacher training. As well, effective September 1, 2007, each principal shall be paid the per annum ratio rate of \$245.95 per full-time equivalent teacher, as set at September 30 of the teaching year, in the school in which he/she is designated principal. This allowance shall increase on September 1 for each subsequent year of this agreement and at the same percentage as the grid, Appendix A.

6.1.3 Vice-Principals shall be paid 55 per cent of the principal's rate.

6.1.4 A teacher designated to act as a consultant shall be paid a per annum allowance equal to 18 per cent of the maximum of the fourth year of teacher training.

6.1.5 A teacher designated to act as a coordinator shall be paid a per annum allowance equal to 10 per cent of the

maximum of the fourth year of teacher training.

6.1.6 A person engaged in the classroom instruction of religion 75 per cent or more of his/her teaching time shall be paid an allowance equal to seven per cent of the maximum of the fourth year of teacher training.

6.1.7 A teacher designated to act as department head shall be paid a per annum allowance equal to seven per cent of the maximum of the fourth year of teacher training.

6.1.8 In the application of the above clauses, no teacher shall receive more than one allowance. In the event of a teacher being eligible for more than one allowance, he/she shall receive the greater of the allowance payable.

6.2 The Board shall pay actual cost of tuition fees up to \$700 per course for courses approved by the superintendent or designate provided that the employee successfully completes the course.

6.2.1 Tuition fees to be paid under the preceding clause should include regular fees for approved courses but exclude non-resident fees, student activity fees and any other similar fees.

6.3 Teachers required to teach at more than one school in a given school day shall be compensated for travel between schools at the kilometrage rate approved by the school board.

6.4 When an administrator is transferred to a smaller school, the administrator's allowance shall be maintained at the previous level in the first two years of the new assignment, or until the new rate exceeds the previous rate, whichever comes first.

7.0 Group Insurance

7.1 The Board shall effect and maintain group life insurance applicable to and for the benefit of teachers in its employ and shall contribute an amount equal to 100 per cent of the cost of such insurance. This insurance is Plan 2 of the Alberta School Employee Benefit Plan (ASEBP).

7.2 The Board shall effect and maintain group extended disability salary continuance coverage applicable to and for the benefit of the teachers in its employ. This plan is designated as Plan D of the ASEBP and the Board shall pay an amount equal to 100 per cent of the cost of such insurance.

7.3 The Board shall effect and maintain a group dental plan applicable to and for the benefit of teachers in its employ and shall contribute an amount equal to 100 per cent of the cost of such insurance. This dental plan is designated as Plan 3 of the ASEBP.

7.4 All teachers shall be members of the life insurance, accidental death and dismemberment and extended disability plans of the ASEBP. All teachers shall be members of the ASEBP, Dental Plan 3.

7.4.1 Notwithstanding clause 7.4, an employee may waive participation in the dental plan by stating he/she has his/her coverage in the plan through his/her spouse.

7.5 The Board shall deduct from the monthly salary cheque of all teacher members of the said plan(s) the monthly premiums and shall remit same to the appropriate company as required.

7.6 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP will not be entitled to receive sick pay benefits as provided for elsewhere in this contract.

8.0 Health and Hospital Insurance

8.1 The Board shall contribute 100 per cent of the group premium rate towards the cost of each employee's premium for coverage under the Alberta Health Care Insurance Commission.

8.2 The Board shall contribute 100 per cent of the group premium rate towards the cost of each employee's premium for coverage under the ASEBP - Extended Health Care Benefits Plan 1.

8.3 The Employment Insurance Commission rebates shall be retained by the Board to be applied towards the premium costs of Plan 1, ASEBP.

8.4 Effective July 1, 1992 all part-time teachers who are not under continuous contract shall have all paid benefit premiums prorated to the portion of full-time equivalent worked.

8.4.1 Notwithstanding 8.4, all current full-time teachers on a continuous contract, may for a predetermined time, agree to be placed on a part-time contract and continue to retain full-time paid benefits.

8.5 The Board will maintain an employee assistance policy.

8.6 Effective June 1, 2004 the Board agrees to contribute an amount equal to one per cent of each eligible teacher's annual employment earnings during each fiscal year to a health care spending account for the benefit of that teacher and his/her dependant(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to clause 8 of this agreement.

8.6.1 Subject to implementation by ASEBP during the period of entitlement under the "own occupation" provision, a teacher on Extended Disability Benefits shall receive a Health Spending Account equal to one per cent of the Board and the ASEBP salary portions.

9.0 Application of Salary Schedule

9.1 The salary schedule shall be applied on a full increment basis.

9.2 Experience Increments

9.2.1 A year of teaching experience is any one school year during which a teacher under contract has received salary for not less than 120 full days.

9.2.2 When a year of teaching experience has been earned, the teacher shall not begin to earn credit toward another year of teaching experience until the commencement of another school year or February 1.

9.2.3 Part-time teachers under contract with the Board will, at the beginning of the next school year or February 1, be granted credit for an experience increment when the accumulated total of equivalent full days during which service is provided to the Board within three consecutive years with the Board is 120 days or more.

9.3 Credit for Previous Teaching Experience

9.3.1 Notwithstanding any of the foregoing and in accordance with the *School Act, RSA 2000*, teaching experience obtained by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction.

9.4 Salary Adjustment - Termination of Teaching Between 100 - 200 Days

9.4.1 A full time teacher under contract for a period including all the teaching days of a school year, but who teaches 100 or more days, shall be paid on a 1/12 basis for each month and adjusted in June or on completion of service for that school year to his/her full annual salary less 1/200 part of his/her annual salary for each day upon which he/she did not teach.

9.5 Salary Adjustment - Termination of Teaching After 100 Days

9.5.1 Notwithstanding clause 9.4.1, a full-time teacher under contract for a period including all the teaching days of a school year, but who terminates his/her service prior to the end of the school year, but having taught 100 days, shall be paid on a 1/12 basis for each month and adjusted upon termination of service to 1/200 part of his/her annual salary for each day taught.

9.6 Salary Adjustment - Termination of Teaching Before 100 Days

9.6.1 A full-time teacher under contract for a period including all the teaching days of a school year but who teaches fewer than 100 teaching days, shall be paid on a 1/12 basis for each month and adjusted upon termination of service to 1/200 part of his/her annual salary for each day taught.

9.7 Salary Adjustment - Contract Period Less Than 200 Days

9.7.1 A full-time teacher under contract for a period that does not include all the teaching days of a school year shall be paid on a 1/12 basis for each month and adjusted upon termination of service to 1/200 part of his/her annual salary for each day taught.

9.8 Payment of Allowance - Change in Designation

9.8.1 Where a change in designation occurs during the school year, the allowance for the designation shall be calculated on the basis of 1/200 for each day.

9.8.2 The adjustment date for change in the number of increments allowed for the teaching experience shall be at the commencement of the school year.

9.9 Notwithstanding any of the foregoing:

9.9.1 A teacher holding a letter of authority is not, until he/she submits proof of holding an Alberta teaching certificate, entitled to receive more than five experience increments.

9.9.2 No teacher shall receive increments for experience gained while he was not holding a valid teaching certificate.

9.9.3 A teacher contracted to teach less than full-time shall receive a salary according to his/her placement on the salary schedule, prorated in proportion to the time contracted.

9.9.4 When a substitute teacher teaches in the same classroom for a period of five or more consecutive days, that teacher will be paid 1/200 of his/her salary as on the salary schedule effective from the first day taught in that classroom.

9.9.5 Substitute teachers will be granted credit for an experience increment for salary purposes when the accumulated total or equivalent full days taught within three consecutive years with the Board is 120 days or more.

10.0 University Education

10.1 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 among Alberta Department of Education, the Alberta Teachers' Association and the Alberta School Boards Association (formerly Alberta School Trustees Association) dated on March 23, 1967.

10.2 The adjustment date for changes in the allowance for teacher education, for teachers presently on staff, shall be September 1 or January 1, providing the certificate of evaluation setting forth teacher education for salary purposes is submitted to the secretary treasurer within 60 calendar days. Retroactive pay adjustments resulting from a change in evaluation of teacher qualifications will be included in the November pay for evaluations received prior to November 1 and in the March pay for evaluations received prior to March 1. If submitted after these dates, changes in allowances shall take effect on the first of the month following submission.

10.3 The adjustment date for changes in the allowance for all new appointees to the staff shall be the first day of commencement of duties providing the certificate of evaluation setting forth teacher education for salary purposes or proof of having applied for same, is submitted to the secretary treasurer on or before the 60 calendar day following the commencement of duties. If submitted after this date it shall take effect on the first of the month following submission.

10.4 No payment shall be made for teacher education or any other educational allowance which should have been claimed in previous years.

10.5 Where a teacher has appealed a ruling by TQS and has had his/her recognized years of education increased, salary will be adjusted retroactively to the commencement of employment with the Board or to the effective date of the application of the ruling whichever is later.

11.0 Administrative Allowances

11.1 When in the absence of the principal, the vice principal acts in his/her place for a period of six or more consecutive school days, the vice principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which he/she is so designated.

11.2 Effective January 1, 2008, when in the absence of the Principal and Vice Principal, a teacher acts in an administrative capacity for a period of one or more consecutive school days, the teacher shall receive a daily allowance of \$40 for the period during which he/she is so designated. This daily allowance shall increase each year on September 1 for each subsequent year of this agreement and at the same percentage as the grid.

12.0 Salary Payment

12.1 The regular date of payment shall be not later than the last operational Friday of the month. July and August payment shall be deposited the 15 of each month.

12.2 Notwithstanding 12.1, the regular date of payment for the month of June shall not be later than the last operational day of that month.

13.0 Personnel Policy

13.1 Vice Principal Appointments

13.1.1 In a school, other than St Gabriel Cyber School, where there are 200 or more pupils, the Board shall designate one or more teachers to be vice principals.

14.0 Cumulative Sick Leave

14.1 Sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of illness, injury or disability of the teacher.

14.2 A teacher on a continuous contract or teacher in the second subsequent school year of continuous service with the Board, shall have available sick leave entitlement, with pay and benefits, of 90 consecutive calendar days. This period shall serve as the elimination period for the extended disability benefit plan.

14.3 A teacher who has been absent on sick leave and returns to regular duties shall have the 90 calendar days of sick leave entitlement reinstated.

14.4 A teacher on contract, not covered by clause 14.2, shall have available sick leave entitlement, with pay and benefits, of a total of 20 teaching days or the number of teaching days determined by dividing by 9 the total number of teaching days that the teacher taught for the Board during the school year, whichever is the lesser number of teaching days. A teacher in the second year of employment with the Board, not covered by clause 14.2, shall be entitled to carry forward the unused portion of the sick leave from the previous year.

14.5 If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of illness, injury or disability for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.

14.6 In the event that a teacher is absent on sick leave:

14.6.1 When sick leave is for a period of three days or less, a teacher may be requested to provide a declaration, on a form to be provided by the Board, no later than the last day of the month in which the leave is accessed.

14.6.2 When sick leave is for a period of in excess of three consecutive teaching days, a teacher may be requested to provide the Superintendent a certificate signed by a medical practitioner indicating the absence was necessitated by medical disability. Such certificate shall be provided within one week of the request;

14.6.3 A teacher who has been absent due to illness for 30 or more calendar days shall be required to provide a completed Return to Work Certificate, Appendix C, before returning to duties;

14.6.4 Upon submission of a receipt for the cost of completing a medical certificate, along with the completed certificate, the Board shall reimburse the teacher for charges levied by a medical practitioner for the completion of the medical certificate as per Clauses 14.6.1, 14.6.2 and 14.6.3.

14.7 A teacher who may meet the qualifying requirements for extended disability benefits shall apply for such benefits at

the teacher's earliest opportunity and shall not be entitled to additional sick leave benefits after 90 consecutive calendar days.

14.8 Teachers employed by the Board who are on the defined extended disability plan shall have benefit premiums paid by the Board as specified.

14.9 Where a teacher is eligible to receive extended disability benefits and where the teacher has insufficient sick leave to cover the period of time that the teacher must wait prior to receiving benefits under the extended disability plan and where the teacher does not qualify for benefits under the employment insurance legislation, the Board shall provide a payment equivalent to the payment the teacher would have received had the teacher been eligible for employment insurance coverage, to a maximum of 90 calendar days less the number of days accumulated under clause 14.4.

14.10 In the case of a teacher returning from extended disability leave, should the teacher suffer from a recurrence of the same disabling condition, the relevant provisions to the ASEBP will apply immediately. Once approved, the extended disability benefit shall be effective the first day of absence due to the recurrence.

14.11 During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in clause 15.1. The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.

14.12 When a teacher leaves the employ of the Board, all accumulated sick leave shall be cancelled. Notwithstanding, in the case of a teacher who has five or more years of service with the Board and reenters the employ of the Board, the sick leave accumulated under clause 14.1 during the period of employment with the Board shall be reinstated provided, however, that the teacher re-enters within a period of two years and that during this absence he/she was not employed by another school board.

14.13 A teacher who, as of August 31, 2000, is on sick leave, may remain on sick leave up to a maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.

15.0 Parenting Leave

15.1 Teachers are entitled to maternity leave, to a maximum of 15 weeks, which shall be granted as specified below:

15.1.1 The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Board of her leave requirements three months in advance of the first day of leave. Such notice shall include the expected due date.

15.1.2 The Board may request a statement from a physician indicating the approximate date of delivery.

15.1.3 Maternity leave shall be without pay except as provided in clause 15.1.4, but with employer contributions to employee benefits as provided in section 7.0.

15.1.4 When, during her maternity leave, a teacher is unable to work for medical reasons associated with her pregnancy, the teacher shall be eligible for the Boards' supplemental unemployment benefits (SUB) which shall provide teachers on maternity leave with 100 per cent of their earnings. The SUB benefits shall be available to teachers to a maximum of 90 calendar days or for the period corresponding to the teacher's accumulated sick leave. The teacher will access extended disability benefits after 90 calendar days of continuous medical absences.

15.1.5 Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave.

15.2 A teacher, upon request to the superintendent or designate, will be granted three days paternity leave within the school year, with pay, for the birth of his child. This day shall be taken within three operational days of the actual birth.

15.3 Teachers are entitled to parenting leave as specified below:

15.3.1 Parenting leave may be available to either or both parents of a newborn or newly adopted child. The Board may consider requests from parents who are both employees to share this leave simultaneously and shall consider such requests in the context of operational requirements.

15.3.2 Parenting leave shall be without pay and without employer contributions to employee benefits, except that in the case of adoption the first eight weeks of the leave shall include employer contributions to benefits.

15.3.3 Parenting leave is available for 37 weeks and may be extended, at a maximum, to the end of the school year following the school year in which the birth or adoption occurred. In cases where it follows maternity leave it must be taken immediately following the maternity leave.

15.3.4 Teachers shall notify the Board of their intent to take such leave as soon as possible, but no later than four weeks preceding the effective date of the leave (except in the case of adoption where it may not be possible to do so).

15.3.5 Teachers shall establish their return date in consultation with the superintendent.

15.3.6 Teachers will be returned to the position held at the commencement of the leave or to a position which most nearly equates with that position, commensurate with training and experience.

15.3.7 Teachers not returned to the same position shall be given reasonable notice of their change of assignment.

16.0 Sabbatical Leave and Professional Development

16.1 Professional Development Fund

16.1.1 The board of trustees shall ensure that each school budgets an amount equal to \$100 per full-time equivalent teacher for professional development activities.

16.1.2 Professional development activities (conferences, university course tuition, professional reading materials, etc.) are eligible for the funding from the professional development budgets of schools which is fair, equitable, and provides consistent financial support for the eligible professional development activities.

16.1.3 There shall not be prescribed criteria (a 'one size fits all' application) for the determination of which professional development activities are eligible for funding and for the amount of funding for such activities.

16.1.4 The school-based budget for professional development will be made known to staff annually.

16.1.5 The Principal of each school shall lead a collaborative decision-making process to decide criteria and the amount of funding for professional development activities.

16.1.6 The Principal of each school shall ensure there is an appropriate allocation of the professional development budget to support the annual professional development needs of teachers.

16.1.7 The Principal of each school shall ensure there is an appropriate allocation of the professional development budget to support the annual school improvement plan and emergent needs of the school.

16.1.8 The Principal of each school shall provide for an appropriate allocation of the professional development budget to support the development of the Principal and Vice Principal's instructional leadership.

16.1.9 There will be a provision for a carry-forward of the unspent professional development budget to address longer-term outcomes, when permitted by Alberta Education.

16.2 Sabbatical Leave

16.2.1 Sabbatical leave shall mean leave of absence granted at the discretion of the Board on application by a teacher for the following reasons:

- (a) Study approved by the Board for improving the teacher's academic or professional education.
- (b) Travel or experience which is approved by the Board as being useful in improving the teacher's service.
- (c) For other personal reasons.

16.2.2 To be eligible for sabbatical leave under clause 16.2.1 a), the teacher shall have served the Board for five consecutive years.

16.2.3 To be eligible for sabbatical leave under clauses 16.2.1 b) and c), the teacher shall have served the Board for 10 consecutive years.

16.2.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following expiration 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 his/her duties.

16.2.5 All applications for sabbatical leave shall be submitted to the Board by February 1 preceding the school year in which the sabbatical leave is to commence.

16.2.6 The Board shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted sabbatical leave of absence after considering the seniority of each applicant and the interests of the school system.

16.2.7 A teacher who is granted sabbatical leave for a full year shall receive as salary 60 per cent of the fourth year maximum shown in grid under clause 5.2 of the agreement in effect for them during the year while they are on sabbatical leave payable in equal monthly installments.

16.2.8 A period of sabbatical leave shall not be considered as an equal period of classroom service for salary purposes.

16.2.9 Upon resumption of duties, the teacher shall be returned to a position with the division. This applies only to leave granted under clause 16.0.

16.3 A teacher who has 12 years of service with the Board may be granted a leave of absence for one year at 20 per cent of salary on the approval of the superintendent or designate providing there is no cost to the Board.

17.0 Leave of Absence

17.1 A teacher is entitled to a temporary leave of absence with pay under clauses 17.1.1, 17.1.2, 17.1.3 and 17.1.4 and such leave is deemed to be an authorized absence approved by the Board pursuant to Section 111(1)(d)(i) of the *School Act, RSA, 2000*.

17.2 Notification of the taking of leaves under clauses 17.1.1, 17.1.2, 17.1.3 and 17.1.4 shall be made as soon as possible to the teacher's or administrator's immediate supervisor.

17.2.1 For not more than five teaching days because of the death or critical illness of a son-in-law, daughter-in-law, brother-in-law or sister-in-law, spouse, child, grandchild, parent, brother, sister, grandparent, parents of spouse or other relative who is a member of the teacher's household. These leaves may be extended upon application to and at the discretion of the Board.

17.2.2 For not more than two days necessitated by travel necessitated under Clause 17.2.1.

17.2.3 For not more than two days for anyone not mentioned under Clause 17.2.1.

17.2.4 For the period necessary to attend convocation of the university at which they or their son, daughter or spouse is receiving a degree; also, for the time required to attend graduation exercises of a son or daughter graduating from a high school.

17.3 A teacher is entitled to a temporary leave of absence with pay for not more than one day in order to write an examination in an academic or professional course approved by the Board.

17.4 A teacher is entitled to a temporary leave of absence with pay because of impassable roads or suspension of public transportation facilities.

17.5 The Board shall grant a leave of absence without loss of salary:

17.5.1 For jury duty or any summons related thereto;

17.5.2 To answer a subpoena or summons to attend as a witness, other than as the accused/defendant, in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.

17.6 The board shall grant leave of absence without loss of salary and benefits:

17.6.1 For three days per school year to care for the teacher's spouse, child, parent or other member of the immediate family; and

17.6.2 For additional leave of one day per school year may be made available as required, subject to the teacher paying replacement teaching costs as per Clause 5.5.

17.7 Upon application to and at the discretion of the superintendent or designate, leaves of absence may be granted for the following purpose:

17.7.1 To attend an approved conference, convention or other meeting.

17.7.2 To visit other schools.

17.7.3 To conduct approved business connected with the school system.

17.8 Temporary leave of absence with pay, upon approval of the superintendent or designate, shall be granted provided the Board is reimbursed for the cost of substitute teaching to a maximum of the teacher on leave's salary for that period to teachers:

17.8.1 Attending meetings of the Provincial Executive Council of the Alberta Teachers' Association, or any committee thereof, or to attend other meetings as representatives of that Association.

17.8.2 Attending any public event of educational value.

17.8.3 Required to leave before the end of school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study.

17.8.4 To attend meetings of committees or boards of the Alberta Department of Education, meetings of the Senate of the University of Alberta or meetings of municipal bodies of which he/she is a member.

17.9 In addition to the foregoing, a teacher may apply for leave of absence for other personal reasons. The superintendent or designate in his discretion may grant such leaves with pay providing the leave does not exceed five days in any school year.

17.9.1 The board will provide the substitute for the first day at no cost to the teacher.

17.9.2 For the remaining days, the board will deduct the cost of the substitute teacher, as per clause 5.5, from the teacher on leave.

17.10 The Board may approve teaching exchange arranged through the teacher exchange service of Alberta Education or the Canadian Education Association upon a teacher's application.

17.11 The Board will maintain a political leave policy.

17.12 The Board will maintain a long-term leave of absence policy.

17.13 For the part-time teachers, one day of leave under Clause 17.0 means one of the teacher's scheduled working days.

17.14 ATA President Local President – Association Duties

17.14.1 Subject to operational requirements and the approval of the Superintendent, a teacher who is elected president of ATA Local 23 shall be granted a 0.2 FTE release time for one year and the Local shall reimburse this cost to the Board, with no cost to the Board.

18.0 Conditions for Professional Service

18.1 It is the Board's intent to ensure that schools operate as closely as possible to the required hours of instruction as mandated by Alberta Education, that is, 950 hours of instruction per year for elementary and junior high schools and 1,000

hours per year for senior high schools. The parties recognize that schools require flexibility to meet their unique organizational and program needs.

18.2 Full time elementary and junior high school teachers may be assigned up to 93.3 per cent of the total yearly instructional time of the school.

18.3 Full time teachers in senior and combined junior-senior high schools may be assigned up to 87.5 per cent of the total yearly instructional time of the school.

18.4 Assigned instructional time for part time teachers will be prorated in accordance with their full time equivalency.

18.5 It is acknowledged that schools may require some flexibility in deploying teaching staff to meet the educational needs of students. In the event that a school considers exceeding 950 instructional hours at the elementary and junior high and 1,000 instructional hours at high school, such changes shall be determined through a collaborative process as outlined in Addendum D.

18.6 On or before January 31 of each year, a joint committee consisting of equal representation of the parties shall review this article. Following the third year of its implementation, such a review shall occur upon the request of either party.

18.7 The policy advisory committee with membership of at least one teacher from each school elected by the staff, one teacher appointed by the Local, one member appointed by the Canadian Union of Public Employees, Local 2550; one member appointed by the Communications, Energy and Paperworkers Union of Canada, Local Union No 72-A; two members of the Board, superintendent, deputy superintendent; and one principal from the superintendent's advisory council shall have the powers of a committee set up by the Board. It shall be responsible for preparing recommendations for the Board concerning the operation of the schools.

18.8 Lunch Time and Noon Hour Supervision

18.8.1 The Board shall ensure that each school budgets an amount equal to \$10 per full-time equivalent student, to provide for lunch time and noon hour supervision. The fund may be utilized for alternate purposes at the discretion of the professional staff in the individual schools.

18.9 A continuous part-time teacher shall not have his/her assignment varied by more than 0.2 without mutual agreement. The timetable for a continuous part-time teacher shall be contiguous unless otherwise mutually agreed.

19.0 Job Sharing

19.1 Where two teachers wish to share one full-time teaching position, they may apply to the Board for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.

19.2 A shared job assignment may be granted by the Board in accordance with the following terms:

19.2.1 The proportion of a full-time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Board.

19.2.2 Notwithstanding any other clause in this agreement, the cost of premiums for benefits for which the teachers are eligible under the terms of this agreement shall be shared between each teacher and the Board. The Board shall be responsible for the proportion of benefit costs equal to the proportion of the full-time position taught by each teacher.

19.2.3 On approval of the application of the teachers, the Board shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Board that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

19.2.4 In the event that one of the teachers involved in the shared teaching position ceases to perform his/her teaching duties for any reason whatsoever, the Board may, upon 14 days' notice in writing, require the other teacher involved to assume the full-time duties of the formerly shared position.

20.0 Liability Insurance

20.1 The Board shall acquire and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.

21.0 Grievance Procedure

21.1 There shall be established an interpretation committee, composed of two representatives of the Board and two representatives of the Association.

21.1.1 It shall be the duty of this committee to meet and endeavor to make recommendations on all grievances concerning the interpretation, application, operation or any alleged violation of this agreement.

21.1.2 A quorum of this committee shall consist of all members.

21.2 Any teacher who considers that he/she has a grievance arising out of this agreement shall promptly lodge in writing a statement of the nature of this grievance to the chair of the Economic Policy Committee (EPC) and the Secretary-Treasurer of the Board.

21.3 When the interpretation committee receives notice of the submission of a grievance, it shall be required to meet and make recommendation within 21 days following the receipt of such notice.

21.4 The Interpretation Committee shall give notice of its decision to the Secretary-Treasurer, the grievor, the EPC Chair and the Coordinator of Teacher Welfare.

21.5 Failing settlement being reached, the grievor concerned shall within 10 days of receipt of the Interpretation Committee's decision, notify the school board in writing that the grievor rejects such decision and within 10 days the board's grievance committee shall review the grievance and render a written decision.

21.6 If the grievance is unresolved, either of the parties may notify the other in writing within 20 days of the decision of its desire to submit the difference to an arbitration board as herein provided.

21.6.1 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members so appointed shall endeavor to select an independent chairman.

21.6.2 If the two members fail to select a chairman within five days after the day on which the last of the two members is appointed, they shall request the director of mediation services, Alberta Labour, to select a chairman.

21.6.3 The arbitration board shall not change, modify or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve any 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.

21.6.4 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except that with the consent of the Board and the Local of the Association such limitation of time may be extended. The findings and decision of the majority of the members of an arbitration board shall be the findings and decision of the arbitration board and shall be binding on the parties.

21.6.5 Each party to the grievance shall bear the expenses of its respective nominee and the parties shall bear equally the expenses of the chairman.

21.6.6 Where any reference in clauses 21.1 to 21.6.5 are to a period of days, such period shall be exclusive of Saturdays, Sundays and statutory holidays.

22.0 Miscellaneous

22.1 Nothing herein contained shall reduce the basic salary of a teacher as referred to in clause 5.0 of this agreement, below the amount payable immediately prior to the effective date of this agreement.

22.2 For teachers who are not eligible for benefits under articles 7 and 8 of this agreement, the Board will provide a one-time reimbursement of no more than \$200 per school year to a teacher who incurs loss or damage to eyeglass frames

and/or lenses during the performance of duties. If the teacher is covered under any other insurance plan, claims may be made to reimburse only costs not covered under the other plan.

22.3 This agreement supersedes any previous agreement affecting the parties hereto.

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

APPENDIX A

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

5.3 Teacher Salary Grid

Effective September 1, 2007, there will be a 3 per cent increase across the grid.

September 1, 2007 – August 31, 2008

Years of teaching experience	Years of University Education					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0			44,595	48,305	51,178	54,476
1			45,809	51,117	53,991	57,283
2			47,023	53,915	56,803	60,095
3			48,234	56,723	59,607	62,892
4			49,448	59,538	62,421	65,703
5/6			50,663	62,421	65,295	68,585
7			51,925	65,295	68,175	71,460
8			53,244	68,175	71,050	74,340
9		49,815	54,564	71,050	73,932	77,214
10	46,159	50,812	55,901	73,932	76,805	80,098
11				76,805	79,682	82,970

5.5 Substitute Teacher Salary Rate

Effective September 1, 2007, the substitute teacher rate will be \$182.18.

6.1.2 Principal's Allowance

Effective September 1, 2007, the per teacher rate will be \$245.95

11.2 Rate for a Teacher Acting in an Administrative Capacity

Effective January 1, 2008, administrative relief will be \$40.00.

5.4.1 Teacher Salary Grid

Effective September 1, 2008, there will be a 4.53% increase across the grid.

September 1, 2008 – August 31, 2009

Years of teaching experience	Years of University Education					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0			46,615	50,493	53,496	56,944
1			47,884	53,433	56,437	59,878
2			49,153	56,357	59,376	62,817

3			50,419	59,293	62,307	65,741
4			51,688	62,235	65,249	68,679
5			52,958	65,249	68,253	71,692
6/7			54,277	68,253	71,263	74,697
8			55,656	71,263	74,269	77,708
9		52,072	57,036	74,269	77,281	80,712
10	48,250	53,114	58,433	77,281	80,284	83,726
11				80,284	83,292	86,729

The roll-up of the steps of experience will continue in subsequent years as per the following schedule:

Year	Steps
2009-2010	Steps 7/8
2010-2011	Steps 8/9
2011-2012	Steps 9/10

5.5 Substitute Teacher Salary Rate

Effective September 1, 2008, the substitute teacher rate will be \$190.42.

6.1.2 Principal's Allowance

Effective September 1, 2008, the per teacher rate will be \$257.09.

11.2 Rate for a Teacher Acting in an Administrative Capacity

Effective September 1, 2008, administrative relief rate will be \$41.81.

APPENDIX B

LETTER OF AGREEMENT

Substitute teacher pay for part days will be addressed, effective the 1 day of the month following the ratification of the collective agreement as:

1. Substitute teachers who are called in for a half day will be paid a minimum of the half-day rate.
2. When the assignment is longer than one-half of the instruction time for that day, the existing one-eighth (1/8) formula will be applied.
3. When the assignment is the 'shorter half' of the day, the half-day rate will be paid.
4. A substitute teacher who is called in prior to the noon break shall be paid one-half (1/2) day for the afternoon, plus the additional prorated instructional time taught prior to noon, but in no event will a sub be paid more than 1 of the daily rate for a day worked.

APPENDIX C

RETURN TO WORK CERTIFICATE

GREATER ST ALBERT CATHOLIC REGIONAL DIVISION NO 29

PHYSICIAN'S CERTIFICATION

<i>Name of Employee/Patient:</i>	
<input type="checkbox"/> This employee is in good health and fit to resume his/her duties.	
<input type="checkbox"/> This employee is not in good health and unable to return to his/her duties.	
<input type="checkbox"/> This employee is able to return to work with restriction noted below.	
Return to work date:	

Actions to be Taken in Pertaining to the Staffing Process Commencing August 30, 2000:

1. The staffing process will include provisions for those teachers on a part-time continuous contract (PTC) to be given due consideration:
 - 1.1 when awarding full-time continuous contracts
 - 1.2 if any radical reduction of FTE is to occur
2. A data base of all part-time teachers who are desiring full-time positions will be established and that a communication process will be devised to inform division staff, through the liaison committee, of the demographics of part-time and full-time teachers.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

Whereas the parties wish to address the specific entitlement to sick leave, for teachers who become ill or injured, while in receipt of extended disability benefits, under an accommodation or rehabilitation employment agreement, as provided for under the Board's disability insurer's program for a reason different from that for which they are on disability, the parties acknowledge and agree, notwithstanding clause 7.4 of the collective agreement, that teachers in such circumstances shall be entitled to sick leave on the following basis:

1. That a teacher who is unable to perform assigned duties, on a day that the teacher is assigned to work, under the accommodation or rehabilitation program, and is unable to do so as a result of illness or injury unrelated to the teacher's reason for being on extended disability, that the teacher will be entitled to access sick leave with pay, and benefits, to a maximum of 20 teaching days per school year, or the number of teaching days determined by dividing by 9, the total number of teaching days that the teacher taught for the Board during the school year, whichever is the lesser number of teaching days.
2. The above-described allotment of sick days for teachers who are working under a part-time accommodation or rehabilitation employment agreement shall be granted on an annual basis. Payment for sick leave claims will be based upon time for which the teacher was scheduled to work on the day, for which sick leave was taken.