



ELK ISLAND CSRD NO. 41  
September/2000 - August/2001

## **ELK ISLAND CSRD NO 41**

Pursuant to the current *School Act* and the current *Labour Relations Code* of the Province of Alberta, the following collective agreement is made between:

The Board of Trustees of the Elk Island Catholic Separate Regional Division No 41, herein called the "Board" and the Alberta Teachers' Association, herein called the "Association."

The Board recognizes the Association as the sole bargaining agent acting on behalf of the teachers employed by the Board.

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

### **ARTICLE 1 - APPLICATION**

1.1 This agreement shall apply to all teachers employed by the Board pursuant to the current *School Act*, except those designated as:

- (a) superintendent
- (b) deputy or assistant superintendent
- (c) director.

### **ARTICLE 2 - MEMBERSHIP IN THE ASSOCIATION**

2.1 All teachers employed by the Board shall be members of the Association.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1 The Board retains management rights not specifically limited by the terms of this agreement. These rights will be exercised in a fair and reasonable manner consistent with the mission statement, values and beliefs of the division.

### **ARTICLE 4 - TERM OF AGREEMENT**

4.1 Except where otherwise specified, this agreement shall take effect on September 1, 2000 and shall remain in full force and effect until August 31, 2001. If negotiations between the parties for renewal of a new collective agreement have been commenced as hereafter provided and have not been concluded by August 31, 2001, this agreement shall remain in full force and effect until bargaining procedures under the current *Labour Relations Code* have been completed.

### **ARTICLE 5 - COMMENCEMENT OF COLLECTIVE BARGAINING**

5.1 Not less than 60 days and not more than 240 days preceding the expiry of the term of the collective agreement either party may, by notice in writing, require the other party to commence collective bargaining.

5.2 The first meeting for collective bargaining will be used to establish the bargaining process. As a first

preference, the Board and the Association are committed to carry out the bargaining process in an interest-based approach.

**5.3** In the course of bargaining, should one of the parties decide to move from interest-based bargaining to traditional bargaining, that party shall notify the other party of this decision in writing. Within 15 days following notification, both parties shall convert unresolved issues to positions which shall be exchanged at the next scheduled meeting.

**ARTICLE 6 - SALARY SCHEDULE**

**6.1** Within 60 calendar days of commencement of employment, a teacher shall submit to the Board:

- (a) proof of having obtained an interim or permanent Alberta teaching certificate if the teacher was trained in Alberta, or
- (b) a statement from Alberta Education certifying the teacher's eligibility to teach in Alberta under a type of certificate to which the teacher is entitled.

**6.2** Unless otherwise stated all salaries and allowances in this agreement are based on the regular school year. A regular school year is the period from the established opening date some time after August 1 and closing not more than 200 teaching days after that opening date.

The school opening date will be chosen to allow:

- (a) teachers to complete summer school programs and
- (b) for the lengths of the semesters to be approximately equal.

**6.3** For the purpose of this agreement, a full-time teacher shall be deemed to have taught pupils upon all days authorized in section 78(1) of the current *School Act*. A regular part-time teacher whose assignment is half-time or greater than half-time shall have the same entitlements as full-time teachers, subject to the conditions set out in clause 10.2.

**6.4** The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic rate for each teacher employed by the Board.

**6.5** One-twelfth of a teacher's annual salary shall be paid by direct deposit:

- (a) on the second last banking days of the months of September, October, November, January, February, March, April, May, June and August,
- (b) on the last banking day of December prior to the Christmas break, and
- (c) on the last banking day of June to cover the July pay period.

**6.6 Teacher Salary Grid**

For the period September 1, 2000 to August 31, 2001

Years of teaching experience	Years of University Education
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			Three	Four	Five	Six
0				35,295	37,385	39,731
1				37,482	39,580	41,927
2				39,669	41,775	44,123
3				41,856	43,969	46,320
4				44,043	46,164	48,516
5				46,230	48,360	50,712
6				48,415	50,554	52,908
7				50,602	52,749	55,105
8				52,789	54,944	57,301
9				54,976	57,138	59,497
10				57,163	59,333	61,693
11			45,180	59,350	61,529	63,890

**6.7** Teachers hired with less than four years of recognized university education, as determined under clause 8, shall be paid at four years of university education according to their recognized teaching experience, as determined under clause 7, to a maximum of the amount at the grid position of three years of university education and 11 years of teaching experience.

**6.8** In addition to a teacher's grid placement, a teacher designated as a coordinator shall receive an annual allowance of \$2,934 for the period September 1, 2000 to August 31, 2001.

**6.9** A teacher who is required to render service during recognized holiday periods at the request and with written approval of the Board, shall receive 1/200 of that teacher's annual salary for each day of work.

**6.10** All salaries referred to herein, unless otherwise specifically stated, are payable to a teacher as provided in the *School Act*.

## **ARTICLE 7 - EXPERIENCE INCREMENTS**

**7.1** A year of teaching experience shall be any one school year during which a teacher has taught for not less than 125 full days.

**7.2** A full increment will be given if 110 full days are earned during two consecutive school years prior to November 1, 1996. A full increment will be given if 125 full days are earned during two consecutive school years, starting November 1, 1996.

**7.3** The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year or on February 1.

**7.4** When a year of teaching experience has been earned, the teacher shall not begin to earn credit towards another year until the commencement of another school year or February 1, whichever occurs first. Notwithstanding the above, only one experience increment may be gained during any 12 month period.

**7.5** No teacher shall receive increments for experience gained while the teacher was not holding a valid teaching certificate or letter of authority.

**7.6** Proof of previous experience or proof of having applied for documentation of previous experience must be submitted to the Board within 45 calendar days from the commencement of employment. If such documentation is not submitted within the 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of the documentation. The interim salary shall be the salary of the grid position at four years of university education and no years teaching experience.

## **ARTICLE 8 - EDUCATION INCREMENTS**

**8.1** Evaluation of a teacher's university education shall be determined by the Alberta Teachers' Association Teacher Qualifications Service.

**8.2** A teacher commencing employment with the Board shall supply to the Board proof of education entitlement or proof of application for education entitlement from the Alberta Teachers' Association Teacher Qualifications Service within 45 calendar days of the commencement of employment. If such proof is not submitted within the 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of the documentation. The interim salary shall be for the grid position of four years of university education at that teacher's experience level.

**8.3** A teacher claiming additional education entitlement shall supply to the Board proof of such entitlement or proof of application for such entitlement from the Alberta Teachers' Association Teacher Qualifications Service within 45 calendar days of the first day of school or February 1, whichever is applicable. If such proof is not submitted within the 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of the documentation.

**8.4** Notwithstanding the foregoing, the Board reserves the right to pay extra for approved religious education.

**8.5.1** Each payroll voucher shall state the teacher's years of university education, years of teaching experience and full time equivalency as used to determine salary, and a list of benefits that teacher is accessing.

**8.5.2** Annually, each teacher shall receive a letter from the Board listing that teacher's benefit entitlements.

**8.6** The Board will not in any one year pay for increments under any clause of the agreement which should have been claimed in the previous year.

#### **ARTICLE 9 - ADMINISTRATIVE ALLOWANCES**

**9.1** Principals shall be paid an annual administrative allowance calculated as a base allowance of \$14,050 plus \$12.75 per student for each student in excess of 300 students in that principal's school on September 30 of that year.

**9.2** The assistant principal(s) shall receive 50 percent of the principal's allowance. Assistant principals receiving an allowance of 60 percent of the principal's allowance prior to November 1, 1996 shall continue to receive the allowance calculated at the 60 percent rate.

**9.3** In the case of an extended absence of a principal, the Board may, by motion, designate a teacher as acting principal, who shall receive an administrative allowance according to clause 9.1 of the collective agreement for the period of the absence.

**9.4** In addition to a teacher's grid placement, a teacher designated as a consultant shall receive an annual allowance of \$6,977 for the period September 1, 2000 to August 31, 2001.

#### **ARTICLE 10 - PART-TIME TEACHERS**

**10.1** A part-time teacher is a teacher who is employed with the Board for part of each school week.

**10.2** Since a full-time teacher may be assigned class instruction and class supervision duties up to 93.3 percent for grades one to nine and 87.5 percent for grades 10 to 12 of the total instructional time for a student in a school year as stipulated by Alberta Education, then a part-time teacher shall be paid an annual salary equal to the salary the teacher would have received had the teacher been employed on a full-time basis multiplied by the factor  $x/y$  where  $x$  is the time the teacher instructs or supervises classes during the school year and  $y$  is:

- (a) 93.3 percent of the total instructional time for grades one to nine in that school year at the school to which that teacher is assigned and
- (b) 87.5 percent of the total instructional time for grades 10 to 12 in that school year at the school to which that teacher is assigned.

## **ARTICLE 11 - SUBSTITUTE TEACHERS**

**11.1** A substitute teacher is a teacher who teaches full or part-time in place of a teacher who is under contract by the Board.

**11.2** For a full day of substitution at one location, a substitute teacher shall receive a salary of \$133 for the period of September 1, 2000 to August 31, 2001.

**11.3** For 1/2 day of substitution, a substitute teacher shall receive a salary equal to 60 percent of the salary for a full day of substitution.

**11.4** For a full day of substitution at two different locations on the same day, a substitute teacher shall receive a salary equal to 110 percent of the salary for a full day of substitution.

**11.5** When a period of teaching service in any one substitution assignment exceeds three consecutive teaching days, the teachers's salary shall be calculated in accordance with the teacher's years of training and experience. Such placement to be made from the fourth day of service in that position. No substitute teacher shall be paid less than the daily rate.

## **ARTICLE 12 - GROUP INSURANCE**

**12.1** The Board shall pay 50 percent of the premium for Alberta Health Care for those teachers enrolled in Alberta Health Care and remit that amount to the Alberta Health Care authorities. The Board shall deduct 50 percent of the premium for Alberta Health Care from the monthly salary of those teachers enrolled in Alberta Health Care and remit that amount to the Alberta Health Care authorities.

**12.2** The Board shall pay 100 percent of the premium for the Alberta School Employee Benefit Plan, Extended Health Care, Plan 1.

**12.3** The Board shall pay 100 percent of the premium for the Alberta School Employee Benefit Plan, Life Insurance and Accidental Death and Dismemberment, Plan 2.

**12.4** The Board shall pay 100 percent of the premium for the Alberta School Employee Benefit Plan, Extended Disability Benefits, Plan D.

**12.5** The Board shall pay 100 percent of the premium for the Alberta School Employee Benefit Plan, Dental Care, Plan 3.

**12.6** The Board shall pay 50 percent of the premium for the Alberta School Employee Benefit Plan, Vision and Hearing Aid Care, Plan 3.

**12.7** Coverage under the plans in clauses 12.1, 12.2, 12.5 and 12.6 shall be optional.

**12.8** A teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan, will not be entitled to receive sick pay benefits as provided for elsewhere in this collective agreement.

**12.9** The rebate by Revenue Canada relative to employment insurance will be refunded to the Board and such funds shall be applied to the Board's share of employee benefit costs.

## **ARTICLE 13 - WORKING CONDITIONS**

**13.1** The teachers recognize the right of the Board to formulate policy; in return, the Board recognizes the right of the teachers to be consulted.

**13.2** Three representatives from the working conditions committee and three representatives of the Board shall

consider all proposed changes in teachers' working conditions outside of this agreement. The superintendent shall attend as a resource person for both parties if requested by either party.

**13.3** The teachers recognize that they have the professional obligation to resolve any issues through normal channels prior to presenting them to the committee as outlined in clause 13.2.

**13.4** A coordinator shall be required to provide class instruction or class supervision to a maximum of 75 percent of the total instructional time for a student at that school in that school in that school year.

**13.4.1** Notwithstanding the above, if the program of the school requires it, a coordinator may agree to provide instruction beyond this maximum.

#### **ARTICLE 14 - 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 continuing contract or a teacher in the third 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 nine 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, the teacher will provide:

- (a) 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;
- (b) when requested by the Board, prior to return from sick leave, a certificate signed by a qualified medical or dental practitioner where the absence is in excess of three consecutive teaching days, such certificate to be provided no later than the last day of the month in which the teacher returns to work following the leave;
- (c) a further medical certificate, if requested by the Board, when the leave extends for a period of more than 30 consecutive calendar days.

**14.7** In the event that a teacher who qualifies for sick leave is absent for more than 10 consecutive teaching days, the Board may require the teacher to provide a medical doctor's certificate of fitness to return to work before the teacher is allowed to return to normal teaching duties. The cost, if any, for this certificate of fitness shall be borne by the Board.

**14.8** 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.

**14.9** Teachers on extended disability shall have benefit premiums paid by the Board as specified in this agreement.

**14.10** 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

**14.11** 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 of the Alberta School Employee Benefit Plan will apply immediately. Once approved, the extended disability benefit shall be effective the first day of absence due to the recurrence.

**14.12** During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in clause 16. The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.

**14.13** When a teacher leaves the employment of the Board, all accumulated sick leave shall be cancelled, with the exception that, providing the teacher has three or more consecutive years of service with the Board and returns to the staff within three years, the sick leave accumulated at the date of departure shall be reinstated.

**14.14** A teacher who, as of the date of signing of this agreement by both parties, is on sick leave, may remain on sick leave up to the maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.

**14.15** A teacher may use up to three days per school year with pay and benefits for family medical leave in order to care for the teacher's sick child or spouse. Additional days of family medical leave may be granted by the Board subject to approval by the superintendent or designate.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.1 Compassionate Leave**

**15.1.1** In the event of death or serious illness of a member of a teacher's or a teacher's spouse's family, the teacher shall be allowed leave with salary for a maximum of five days. The Board recognizes that there may be circumstances where the above provisions may be extended at full salary and may do so at its sole discretion.

**15.1.2** The family is regarded to be spouse, child, parent, grandparent, brother, sister, uncle, aunt, grandchild and legal dependent.

**15.1.3** The Board may grant compassionate leave with or without pay in circumstances not covered by the foregoing.

### **15.2 Family leave**

**15.2.1** A husband shall be granted one day paternal leave with pay for the birth of his child, provided that the birth takes place on a school day.

**15.2.2** One day leave with pay shall be granted to a teacher on the occasion of the adoption of a child, provided such adoption takes place on a school day.

### **15.3 Study Leave**

**15.3.1** Upon application to and permission from the Board, a temporary leave of absence may be granted during the month of June for study purposes to advance the academic or professional standing of a teacher. A teacher granted such leave of absence shall have salary deducted to cover no more than the cost of a substitute teacher as required.

### **15.4 Temporary Personal Leave**

**15.4.1** Effective on the date of ratification and subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to three days per school year. The cost to the teacher shall be 50 percent of the cost of a substitute teacher, if one is required, for the first and second days, and 100 percent of the cost of a substitute teacher, if one is required, for the third day.

### **15.5 Extended Personal Leave**

**15.5.1** The Board may grant a teacher a personal leave of absence without pay or benefits for a period of up to one year. The period of the leave will not be included in any calculation of experience increments.

**15.5.2** The Board will endeavor to place the returning teacher into a position that most nearly equates with the position formerly occupied by the teacher, commensurate with training and experience. A teacher on leave will not have any advantage or disadvantage in the event of staff reduction or program change.

**15.5.3** A teacher who is granted leave under clause 15.5.1 shall retain sick leave entitlement.

**15.5.4** During a personal leave of absence without pay, the Board will make available and administer the normal benefit coverage, 100 percent of the premiums to be paid by the teacher.

### **15.6 Legal Proceedings Leave**

**15.6.1** A leave of absence without loss of salary shall be granted:

(a) for jury duty or any summons related thereto, or

(b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witness.

**15.6.2** The teacher shall remit any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.

## **ARTICLE 16 - MATERNITY AND PARENTAL LEAVES**

### **16.1 General**

#### Leave Administration

**16.1.1** The Board will administer

(a) maternity and parental leaves in compliance with the *Employment Standards Code* and any regulations passed thereunder, and

(b) the supplementary unemployment benefits (SUB) plan.

#### Leave Eligibility

**16.1.2** All full and part-time teachers who have at least one year of service with the Board are eligible for maternity and parental leaves.

**16.1.3** Parental leave is in effect for mothers and fathers who have children born or adopt a child after December 31, 2000.

#### Position Protection

**16.1.4** Upon completion of a maternity or parental leave by a teacher, the Board shall endeavour to reinstate the teacher in the position that the teacher occupied at the commencement of the leave or in a position that most nearly equates with that position.

### **16.2 Maternity Leave**

#### Leave Duration



**16.2.1** A teacher who is a birth mother is entitled to 15 weeks of unpaid maternity leave immediately followed by 37 weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.

**16.2.2** A maternity leave must include a period of at least six weeks immediately following the date of delivery, unless the teacher and the Board agree to shorten that period by the teacher giving the Board a medical certificate indicating that resumption of teaching duties will not endanger her health.

#### Supplementary Unemployment Benefits (SUB) Plan

**16.2.3** The Board shall implement a supplementary unemployment benefits plan, which shall provide a teacher on maternity leave with 100 percent of her normal weekly earnings during the health-related portion of the maternity leave for a maximum of 13 weeks.

**16.2.4** The SUB will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while in receipt of EI benefits and during the EI waiting period up to a maximum number of days equal to the teacher's sick leave entitlement. After 90 consecutive calendar days of disability, the teacher shall apply for extended disability benefits and the SUB payments shall cease.

**16.2.5** For the duration of the SUB, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums specified in clauses 12.1 to 12.6 inclusive.

**16.2.6** If an audit by Human Resources Development Canada Employment Insurance mandates changes in the SUB plan to comply with Employment Insurance regulations, these changes will be made immediately and will be binding on both parties.

#### Notice of Leave Commencement

**16.2.7** Whenever possible, a teacher shall notify the Board in writing at least 12 weeks prior to commencement of a maternity leave. If medical reasons prevent the teacher from providing the Board with six weeks notice, the teacher shall still be eligible for the leave provided that the teacher supplies the Board, within two weeks of ceasing to work, a medical certificate indicating:

- (a) that a medical reason prevented the teacher from giving the required notice and
- (b) the estimated or actual date of delivery.

**16.2.8** A teacher who is a birth mother who takes maternity leave is not required to provide notice prior to accessing parental leave unless she originally agreed to only access 15 weeks of maternity leave. If a teacher who had originally agreed to only access 15 weeks of maternity leave decides to then access parental, she must provide written notice of her intent to the Board at least six weeks prior to commencement of the parental leave.

#### Leave Commencement

**16.2.9** A teacher shall commence her maternity leave at her discretion within 12 weeks of the estimated date of delivery but no later than the date of the birth.

**16.2.10** The Board may request from the teacher a statement from a physician indicating the expected delivery date.

#### Notice of Return to Work

**16.2.11** At least four weeks prior to the end of the leave, a teacher on maternity leave shall notify the Board in writing:

- (a) of the date of return to work, or
- (b) of a change to the date of return to work.

### **16.3 Parental Leave**

### Leave Duration

**16.3.1** A teacher who is a birth mother, father or an adoptive parent is entitled to 37 consecutive weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.

**16.3.2** At the conclusion of a parental leave, the Board may provide for additional leave under other provisions of this collective agreement.

### Notice of Leave Commencement

**16.3.3** A teacher shall notify the Board in writing of the teacher's intent to take parental leave as soon as possible but no less than six weeks prior to commencement of a parental leave. If medical reasons, or circumstances related to an adoption, prevent the teacher from providing the Board with this notice, the teacher shall still be eligible for the leave and the teacher shall provide the Board with notice as soon as possible.

### Leave Commencement

**16.3.4** Subject to 16.2.1, a teacher may commence a parental leave at any time following the birth or adoption date. The parental leave must be completed within 52 weeks of the birth or adoption date.

### Notice of Return to Work

**16.3.5** At least four weeks prior to the end of the leave, a teacher on parental leave shall notify the Board in writing:

- (a) of the date of return to work, or
- (b) of a change to the date of return to work.

## **ARTICLE 17 - PROFESSIONAL DEVELOPMENT**

**17.1** A professional development sabbatical shall mean a leave of absence which may be granted by the Board upon application by a teacher. All professional development sabbatical applications shall have an accompanying letter of recommendation from the principal and the superintendent. The deadline for the applications to be received by the Board is March 1 of the current year.

**17.2** A teacher who is granted a professional development sabbatical shall, for the duration of that teacher's professional development sabbatical receive a minimum allowance of 50 percent of that teacher's annual grid salary to be paid monthly at the rate of 1/12 of the determined allowance. The teacher after completing the term of sabbatical leave, at the discretion of the Board, may be required to complete the remaining term as a teacher for the school district and shall be paid, in lieu of sabbatical allowance, 1/12 of that teacher's salary per month to August 31.

**17.3** A teacher who is granted professional development sabbatical shall give an understanding in writing to return to teaching duties following the expiration of the sabbatical and shall not resign or retire from teaching service for the Board, for a period of at least two full school years after resuming duties except by mutual agreement of the Board and the teacher.

**17.4** Unless otherwise agreed upon by the teacher and Board, a teacher, upon return from professional development sabbatical will be placed in a position economically no less favorable than the one the teacher left unless such lesser amount has been agreed upon by the parties to this agreement from time to time, until such time as the provisions of this collective agreement entitle the teacher to a total annual salary and allowance amount that is greater than that being received at the time of the return.

**17.5** In the event that a teacher wishes to leave the employ of the Board before completion of the two-year term mentioned in clause 17.3 the Board may request repayment of all or part of the salary paid during the professional development sabbatical.

**17.6** After completion of one year of the two-year term mentioned in clause 17.3 any invocation of clause 17.5 will be proportional to the time remaining of the two-year term.

**17.7** Upon return to regular duties the teacher is required by the Board to furnish evidence of compliance with the terms of the agreement under which the leave was granted.

**17.8.1** The Board may reimburse teachers the cost of tuition fees for courses provided the courses are:

- (a) approved by the superintendent or designate, as pertinent to that teacher's role in the system, and
- (b) successfully completed;

**17.8.2** The maximum number of courses for which the Board shall reimburse tuition fees shall equal 20 percent of the number of teaching staff employed as of September 1 of the year, calculated to the nearest whole number. If the total number of courses claimed exceeds that maximum number, tuition fees shall be reimbursed on a prorata basis.

**17.8.3** If a teacher leaves the employ of the Board after less than one year of service after completing a course for which that teacher has received a tuition fee reimbursement:

- (a) exceeding \$500 but less than \$1000, the Board may request repayment of the reimbursement and deduct the repayment from the teacher's last pay cheque,
- (b) of \$1000 or greater, the Board may request repayment of the reimbursement by six equal monthly installments.

## **ARTICLE 18 - APPOINTMENTS, TRANSFERS AND SECONDMENTS**

**18.1** The Board may create or designate for teachers new positions not referred to or covered in this agreement. Salaries and/or additional allowances shall be arrived at by consultation with the Association.

**18.2** Teachers seconded from or within the Elk Island Catholic Separate Regional Division No 41 shall be entitled to an experience increment for each year of secondment, be considered a full member of the division and Local teachers' Association, receive salary and benefits normally afforded any teacher of similar experience and position and return to a position no less favorable than the position held prior to the secondment. Notwithstanding any of the foregoing a teacher on secondment must comply with section 74(5) of the *Labour Relations Code* as it applies to a strike vote.

**18.3** Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment or transfer as the superintendent may deem advisable in the interests of the division within the limitations of section 85 of the current *School Act*.

### **18.4 Administrative Transfers**

**18.4.1** Any principal or assistant principal who is required by the Board to transfer from the principal's or assistant principal's current school to any other school(s) shall receive, over the subsequent three years and beginning on the date the transfer takes effect, an allowance which shall be the greater of:

- (a) the allowance payable at the other school(s) as computed according to clause 9.1 or,
- (b) the allowance that would have been payable at the current school during the first year of the transfer.

**18.4.2** Any principal or assistant principal with a minimum of 10 years of service with the Board and a pension index of 75 or more at the effective date of transfer who is required by the Board to transfer from that principal's or assistant principal's current school to any other school shall receive, over the next five years and beginning on the date the transfer takes effect:

- (a) for the first three years an allowance which shall be the greater of:
  - i) the allowance payable at the other school(s) as computed according to clause 9.1 or,
  - ii) the allowance that would have been payable at the current school
- (b) and for the next two years, an allowance which shall be the greater of:
  - i) the allowance received in the third year payable in 18.4.2 a) or,
  - ii) the allowance payable at the other school(s) as computed according to clause 9.1.

Once the principal or assistant principal has attained the later of either the age of 55 years or a pension index of 85, the allowance protection afforded in 18.4.2 shall no longer apply.

**18.4.3** Notwithstanding any other provisions of this collective agreement, where a principal or an assistant principal is required by the Board to transfer to an administrative position in another school prior to September 1, 1998, the total amount of the annual salary and allowance being received at the time of the transfer will be maintained at the level that would have been paid in respect of the administrative position or may be such lesser amount as has been agreed upon by the parties to this agreement from time to time, until such time as the provisions of this collective agreement entitled the principal or assistant principal to a total annual salary and allowance amount that is greater than that being received at the time of the transfer. This provision applies only to those persons holding the designation of principal or assistant principal with the division as of June 30, 1991, and shall not apply to a principal or assistant principal who requests a transfer.

#### **ARTICLE 19 - SPECIAL CONSIDERATION**

**19.1** The Board reserves the right to give special consideration for special qualification, service or situation until a place is established in the agreement for same.

**19.2** The Association may be notified in writing within 20 working days of any consideration given under clause 19.1.

#### **ARTICLE 20 - GRIEVANCE AND INTERPRETATION PROCEDURES**

**20.1** Any references in clauses 20.2 to 20.15 to a period of days excludes Saturdays, Sundays and holidays.

**20.2** A grievance is defined as any dispute arising out of the interpretation, application, administration or alleged violation of this collective agreement.

**20.3** A grievance committee consisting of three members of the Board and three representatives of the Association shall interpret and consider grievances under this section.

**20.4** A quorum of this committee shall consist of all members.

**20.5** A teacher shall have the right to appeal to this committee for a period of 15 days following receipt of the first pay cheque after the teacher's position on the grid has been established.

**20.6** Any teacher who has a grievance arising out of this agreement shall, within 15 days of the date on which the teacher first had knowledge of the alleged violation, lodge, in writing, a statement of the nature of the grievance to the superintendent of the Board and the secretary of the economic policy committee of the ATA, Local #21.

**20.7** When the grievance committee receives notice of the submission of the grievance, it shall be required to call a meeting within 10 days and to give its decision within 21 days following the receipt of such notice, or the secretary of the economic policy committee shall notify the grievor in writing of the reasons for any delay in completing the grievance. The committee shall dispose of each grievance before proceeding to another, except that by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information.

**20.8** If the committee reaches unanimous decision as to the disposition of any grievance, the decision shall be final and binding.

**20.9** If the committee does not reach a unanimous or any decision, either party may, by written notice served on the other party within 10 days after the date on which the committee voted on the disposition of the grievance or within 10 days after the expiration of the said period of 21 days, whichever is shorter, require the establishment of an arbitration board as hereinafter provided. If such notice is not served within the time limited, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the hearings of the arbitration board. Such notice shall contain a statement of the nature of the grievance.

**20.10** 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.

**20.11** 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, the two members shall request the Director of Mediation Services, Alberta Labour, to select a chairman.

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

**20.13** 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 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.

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

**20.15** Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear equally the expenses of the chairman.

**20.16** The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions is mandatory. If the Board (employer) fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions the grievance shall be considered abandoned.

## **ARTICLE 21 - DATE OF AGREEMENT**

Negotiated and mutually agreed upon and signed.

### **LETTER OF UNDERSTANDING 1**

For teachers assigned to the Fort Saskatchewan schools during the 1998/1999 school year:

- (a) the Board shall not require the reimbursement of any overpayment of Alberta Health Care premiums paid by the Board prior to the ratification of this agreement; and
- (b) the Board shall continue to pay the prorated benefit premiums for teachers who teach less than half-time.

This Letter of Understanding shall be appended as part of the collective agreement until such time as these provisions no longer apply.

### **LETTER OF UNDERSTANDING 2**

The administrative allowance for the individual who is the current Principal of Our Lady of Angels School shall be:

- (a) \$14,039 for the 1998/1999 school year
- (b) for the three school years subsequent to 1998/1999, the greatest of:
  - i) \$14,039 increased by the average percentage increase of the Division's Principals' base and student rates for administrative allowances, or,
  - ii) the allowance payable at the school at which that individual is an administrator,
- (c) then maintained at that third year rate for the subsequent two years.

This Letter of Understanding shall be appended as part of the collective agreement until the provisions expire or this individual resigns from his administrative role.

### **LETTER OF UNDERSTANDING 3**

A teacher who gave the Board notice of maternity leave prior to the ratification date of this collective agreement

shall be entitled to 18 weeks of maternity leave and be required to provide a maximum of two weeks notice of resumption of teaching duties. The Board shall not require a teacher to reimburse the Board for any SUB Plan Benefit received prior to ratification of this collective agreement.

#### **LETTER OF UNDERSTANDING 4**

The Board shall endeavour to minimize involuntary teacher transfers from a Sherwood Park or Fort Saskatchewan school to a Camrose school, or vice-versa.

In the event that such a transfer occurs, the Board shall pay the teacher either:

- (a) a reasonable daily travel allowance, or
- (b) reasonable moving expenses to the community to which the teacher was transferred,

until the Board modifies the Division Policy to address involuntary teacher transfers.

#### **LETTER OF UNDERSTANDING 5**

Clause 17.8.3 shall apply only to courses beginning after July 1, 2001.