Living Waters Catholic Regional Division No 42

Collective Agreement between the Living Waters Catholic Regional Division No 42 (hereinafter called "the Board") of the first part and the Alberta Teachers' Association (hereinafter called "the Association," acting on behalf of the teachers employed by the Board) of the second part.

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties and are set forth in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

Article 1 - Term and Effective Date

- **1.1** Unless otherwise specifically provided for in this collective agreement, this collective agreement shall be in full force and effect from September 1, 2003 until August 31, 2004.
- **1.2** Notwithstanding the termination of this agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining.
- 1.3 Either party to the collective agreement may, not less than 60 and not more than 150 days preceding the expiry of the term of the collective agreement, by notice in writing, require the other party to the collective agreement to commence collective bargaining. In the event the foregoing notice is given, the representatives of the parties shall commence collective bargaining within 30 days after notice is given, unless there is mutual agreement, in writing, to the contrary. At the first meeting both parties shall exchange complete proposals.

Article 2 - Scope and Recognition

- **2.1** The Board recognizes the Association as the sole bargaining agent in regard to salaries and other conditions of employment for all teachers employed by the Board, pursuant to the *School Act*, 2000 and the *Labour Relations Code* 2000, as amended from time to time.
- **2.2** This collective agreement applies to those employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers or where the context requires, teacher.
- **2.3** Notwithstanding article 2.2, individuals employed in the following positions shall be excluded from this agreement:
- (a) superintendent
- (b) deputy superintendent.
- **2.4** The Board may create and fill administrative positions other than those specifically enumerated elsewhere in this collective agreement. The Board shall provide notice of the establishment of such position to the local teachers and meet to establish the remuneration for the position. Failing agreement, the Board shall establish the remuneration and the matter shall be a subject for negotiations in the next round.

Article 3 - Rights and Responsibilities

- **3.1** The parties acknowledge that their primary purpose is to provide efficient educational services and believe this purpose can be achieved most readily when harmonious relationships exist between the employer and its employees; and
- **3.2** The parties recognize that basic to the proper management and administration of the school system it is the Board's function and responsibility to formulate and adopt policy and

regulations, not inconsistent with this agreement.

- 3.3 The parties recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers and administrators.
- **3.3.1** The Board agrees to inform in writing a representative of the teaching staff of proposed changes to policies and regulations which directly affect the working conditions of teachers. The teacher representative will respond to such proposals within 15 consecutive days of being notified. It is the responsibility of the teaching staff to notify the Board of the name of its representative.
- **3.3.2** Notwithstanding 3.3.1, the requirement under 3.3.1 shall be waived during the current amalgamation of policies for the division on the condition that the Board endeavours to inform the teachers' representative about the changes when possible. Once amalgamation of policies is complete 3.3.2 shall be deleted.

Article 4 - Salary Schedule and Payment of Salaries

- 4.1 The Board shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.
- **4.2** The amount of university education and length of teaching experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Board. The minimum salary, maximum salary and increments for each year of teaching experience are calculated as per Appendix A.
- **4.3** All teachers shall be paid by automatic bank deposit.

One-twelfth of a teacher's annual salary shall be paid on or before the 25th day of each month with the exception of December and June when payment shall be the last operational day. If Easter Break occurs during the 25th of the month, payment shall also be the last operational day prior to the 25th of that month.

4.4 The teacher currently receiving \$1,000 in recognition of a seventh year of education shall continue to receive the amount annually.

Article 5 - University Education

- 5.1 The evaluation of a teachers' education for salary purposes shall be determined by a statement of qualification issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board.
- **5.2** It shall be the responsibility of the teacher to obtain and supply the secretary-treasurer with written proof of application for a statement of qualifications from the Teacher Qualifications Service within 30 calendar days of commencement of employment. If such proof of application is not provided within 30 calendar days, salary shall be adjusted effective the beginning of the month following provision of proof of application.
- **5.2.1** Teachers on staff in their first year will be paid at the four university level until TQS is supplied. Any salary adjustment shall be retroactive to the commencement of employment in the current school year if proof of application of TQS has been received within 30 calendar days of commencement of employment. If proof of application of TQS is not provided within 30 days of commencement of employment, pay will begin effective the beginning of the month following receipt by the secretary treasurer of application of same.
- **5.2.2** For teachers already on staff, adjustments to salary shall be retroactive to the beginning of the current school year or February 1 whichever is applicable.
- 5.2.3 For the purpose of article 5.2, written proof of application for a statement of

qualifications issued by the Alberta Teacher Qualifications Service shall be written confirmation of such application as supplied to the applicant by the Alberta Teacher Qualifications Service.

Article 6 - Teaching Experience

- **6.1** Teaching experience shall be recognized for increment purposes providing such service was gained while holding a valid teaching certificate issued in Canada. Such experience shall be calculated as though it had been gained with the Board.
- **6.2** A year of teaching experience shall be earned by performing required duties with the Board for at least 115 school days. When a year of teaching experience has been earned, the teacher shall not begin to earn additional teaching experience until the beginning of another school year or February 1.

Substitute teaching shall be considered as teaching experience.

No teacher shall lose credit for teaching experience being recognized at the date of signing of this agreement.

- **6.3** The adjustment date for changes for the number of years allowed for teaching experience shall be at the commencement of the school year or February 1. A year of teaching experience can be accumulated and earned within two consecutive years of service with the Board. A teacher shall not be entitled to more than one adjustment for teaching experience for any 12 month period.
- **6.4** It shall be the responsibility of the teacher to obtain and supply the secretary treasurer with written proof of experience, not later than 30 calendar days from the date of commencement of employment.
- **6.5** Until proof of application for teaching experience is received, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience or at the minimum of his/her category according to years of university education whichever is applicable and the salary shall be adjusted retroactively to the commencement of employment. However, if such proof of application for teaching experience is not provided within 30 calendar days of commencement of employment to the secretary treasurer, the teacher's salary shall be adjusted effective the beginning of the month following provision of proof of experience.

Article 7 - Administrative Allowances

7.1 When a teacher is appointed by the Board as principal or assistant principal, the teacher shall receive, in addition to salary payable on the salary grid, an administrative allowance in accordance with Schedule I below.

Principal Allowance - Schedule I

A basic allowance of 14.5 percent of the maximum salary for four years of education plus:

—an allowance of 0 percent of the fourth year maximum of the salary grid for each of the first 50 students, plus

- -an allowance of 0.045 percent of the fourth year maximum of the salary grid for each of the next 100 students in the school, plus
- -an allowance of 0.028 percent of the fourth year maximum of the salary grid for each additional student in the school.

Maximum Principal's Allowance shall be \$19,480

Assistant Principal(s)

-The assistant principal shall receive one-half the allowance paid to the principal under this article.

- **7.1.1** The student count shall be on September 30 of each year. Where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as 0.5.
- 7.2 Where a principal is absent from school for a period of six or more consecutive school days and the superintendent designates an assistant principal or a teacher as acting principal, the person so designated shall be paid an administrative allowance of 1/200 of the principal's administrative allowance, retroactive to the beginning of the designation period. Where an assistant principal is designated as acting principal, they shall not receive an assistant principal's allowance for such days so designated.
- 7.2.1 In a school where all administration is absent from duty a teacher shall be assigned the responsibility by the administration. In addition to his/her salary payable on the salary grid the teacher shall receive an allowance of \$50 per day while assuming administrative duties.
- 7.3 A teacher designated as a coordinator for the system by the superintendent shall be paid an additional \$1,000 per year.
- **7.4** An assistant principal shall be designated to schools with 15 FTE teachers.

Article 8 - Substitute Teachers

- 8.1 A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect. Substitute teachers shall be paid according to the following schedule:
- -per diem \$158
- -per half-day \$79

The above rates of pay include four percent vacation pay.

- 8.2 Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive school days, shall be paid effective the sixth day according to placement on the salary grid subject to the terms of this agreement.
- 8.3 In determining the placement on the grid a substitute teacher shall provide evidence of teacher education and teaching experience in accordance with the provisions in articles 5 and 6.
- **8.4** When a substitute must be hired, where possible, only persons possessing a teacher's certificate shall be employed whenever possible.

Article 9 - Group Insurance

- 9.1 The Board shall contribute 100 percent of the group premium rate towards the cost of each employee's premium for coverage under the Alberta Health Care Insurance Plan.
- 9.2 The Board shall contribute 100 percent of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier - extended health care plan. Extended health care shall be a condition of employment.
- 9.3 The Board shall contribute 100 percent of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier - dental plan. The dental plan shall be a condition of employment.
- 9.4 The Board shall effect and maintain group life insurance and AD&D applicable to and for the benefit of teaching staff in its employ and shall contribute 100 percent of the cost of such insurance. Life and AD&D shall be a condition of employment.
- 9.5 The Board shall effect and maintain group extended disability salary continuance

coverage applicable to and for the benefit of teaching staff in its employ and shall contribute 100 percent of the cost of such insurance. Extended disability shall be a condition of employment.

- 9.6 The Board shall contribute 100 percent of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier - vision plan. This plan shall be a condition of employment.
- 9.7 The group insurance programs covered under this article shall not apply to substitute teachers.
- 9.8 Any ineligible teacher who subsequently becomes eligible for coverage shall register with the secretary-treasurer within 30 calendar days of becoming eligible to obtain coverage. Failure to register may result in loss of coverage.
- 9.9 Payments made towards benefit plans by the Board shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- **9.10** For the purposes of article 9, a committee composed of two trustees, two teachers and the secretary-treasurer as a non-voting member, is empowered to make recommendations to substitute a new carrier for the insurance plans, provided that an equivalent level of insurance coverage is maintained. A quorum for this committee shall consist of all four voting members. A majority decision of this committee must be reached before a recommendation is made to the Board for approval. The Association shall be responsible to submit the names of the two teacher representatives to the Board within two weeks of notification that a committee is required.
- 9.11 Teachers on part-time contracts shall have the Board's contributions to their benefit plan premiums prorated according to their percentage FTE. However, the Board shall contribute a minimum of 75 percent of the premium cost for any eligible part-time teacher employed at less than 0.75 FTE. This provision does not apply to teachers on part-time contract at Vanier School prior to September 1, 1993.

Article 10 - Sick Leave

- 10.1 A certificate signed by a medical doctor or a doctor of dentistry indicating that the absence was necessitated by illness, shall be submitted by the teacher where the sick leave is for a period in excess of three consecutive days if so requested by the Board or a Board designate...
- 10.2 All teachers in their first year with the Board shall have a minimum of 10 school days accumulated sick leave at the beginning of the school year. Should a first year teacher be absent due to illness or disability in excess of the number of days of sick leave entitlement resulting in a salary deduction that month, any accumulated sick leave entitlement earned in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.
- **10.2.1** In the event that a first year teacher:
- (a) has insufficient sick leave to provide full salary during the qualifying period of extended disability benefits and
- (b) is accepted by the insurance carrier as an EDB claimant,
- the Board shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of 90 calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and he/she receives the first EDB payment.
- 10.3 After one year with the Board, all teachers shall have 90 calendar days sick leave entitlement. A teacher, other than a first year teacher, who has been absent due to medical disability shall, upon return to duty, be entitled to an additional sick leave benefit of 90 calendar days.

10.4 After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the extended disability benefit plan shall take effect.

Article 11 - Leave of Absence

- **11.1** The Board shall grant a leave of absence without loss of salary:
- 11.1.1 For not more than five operational days to be taken within a two week period because of the critical illness or death of a spouse, child, parent, brother, sister, parents, spouse, aunt, uncle, nephew, niece, grandparents, grandchild, in-laws or other members of the teacher's household. Critical illness shall be substantiated by a medical certificate signed by a medical doctor.
- **11.1.2** For jury duty or any summons related thereto.
- 11.1.3 To answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of witnesses.
- **11.1.4** 11.1.2 and 11.1.3 are allowed providing that the teacher remit to the Board any witness fee or jury stipend (excluding allowances and expenses) set by the court or other body.
- 11.1.5 Where special circumstances exist, the Board will consider requests for leave in addition to that specifically mentioned in article 11.1 under the provisions in article 11.6.
- 11.1.6 Temporary paternal leave for two school days in the event of a birth of his child. The paternity leave shall be taken within one week of the child's birth.
- 11.1.7 Temporary adoption leave for one school day on the date of adoption or receipt of the child.
- 11.2 Temporary personal leave of absence for not more than three days in total in any school year shall be granted to each teacher. The first day of such leave shall be at full salary and benefits. The remaining two days under this article shall be at full salary and benefits provided that an amount equivalent to the salary of the substitute is forthcoming to the Board through payroll deductions or payment from other sources. A teacher taking such leave shall present a signed statement regarding the reason for absence.
- 11.3 On application to the superintendent of schools, a teacher shall be granted up to one day leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not available locally for members of the teacher's immediate family where the assistance of the teacher is required. Immediate family shall be defined as the teacher's spouse and sons and daughters.
- 11.4 Teachers shall be entitled to two days per year of paid leave for the purpose of attending to the illness of the teacher's child. These two days cannot be taken consecutively.
- 11.5 Provided a substitute teacher is available and the leave is for a short duration of less than five days, leave of absence shall be granted by the Board for teachers who serve as representatives of the Living Waters Catholic Regional Division No 42 teachers for attendance at meetings or any function at the request of the provincial or Local Alberta Teachers' Association without loss of salary. The Board shall be reimbursed by the Alberta Teachers' Association for all replacement costs.
- 11.6 At the sole discretion of the Board, additional leaves of absence may be granted by the Board, with salary and benefits, with salary and benefits less the cost of substitute pay or without salary and benefits.

Article 12 - Deferred Salary Leave Plan

12.1 The Board agrees to implement a deferred salary leave plan as approved by

Revenue Canada.

Article 13 - Maternity, Adoption and Parenting Leave

- **13.1** Teachers are entitled to maternity leave. Maternity leave shall be granted under conditions as specified below.
- **13.1.1** 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.
- **13.1.2** The teacher will supply a statement from a physician indicating the approximate date of delivery.
- **13.1.3** Maternity leave shall be without pay except as provided in article 13.1.6.
- **13.1.4** The teacher may terminate the leave at any time up to one year following the date of delivery or at a later date which is satisfactory to both parties. The expected leave termination date shall be indicated at the commencement of the leave. When possible, return to work shall be at natural breaks in the school year.
- **13.1.5** Where possible, the teacher shall give the Board two months notice, in writing, of the intended return date. In any event, the teacher shall give the Board no less than two weeks notice, in writing, of the intended return date.
- **13.1.6** When a teacher on continuous contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one of the following options:
- **13.1.7** If the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefits.
- **13.1.8** If the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose either article 13.1.9 (a) or article 13.1.9 (b) below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.
- **13.1.9** (a) the Board shall implement and maintain a supplementary unemployment benefits (SUB) plan which shall provide teachers on maternity leave with 100 percent of their weekly salary under the SUB plan during 18 weeks of leave. The Board shall pay the portion of the teacher's benefit plan premiums specified in article 9 of the collective agreement for the 18 week period.
- (b) The teacher may access sick leave entitlement with pay as specified in article 10 of the collective agreement for the period of sickness or disability.

This article will be in effect on date of signing of this agreement. This article is not subject to retro pay.

- **13.2** Teachers are entitled to adoption leave without pay for a period not exceeding 37 weeks.
- **13.2.1** When possible, a teacher will notify the Board of the leave requirements three months in advance of the first day of leave.
- **13.3** A teacher is entitled to parenting leave without salary and benefits for a period not exceeding one year. This leave shall be contiguous with maternity leave or be used once for a child up to six years of age.
- **13.3.1** The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.

13.4 Provided any leave or combination of leaves under this article is less than 12 months, upon return from the leave the teacher will be returned to the previous position or to a position mutually agreed upon by the teacher and the Board.

<u>Article 14 - Professional Development</u>

14.1 Consistent with the principles of site-based management, schools shall budget, on an annual basis, an appropriate amount for professional development of its teachers.

Article 15 - Transfers

- **15.1** Notwithstanding section 104 of the *School Act*, no teacher who has been designated as a principal or vice principal prior to January 1, 1996 shall be transferred to another school without his/her consent.
- 15.2 Unless the teacher agrees, a teacher cannot be transferred to another school more than 25 km from the teacher's usual place of work.

Article 16 - School Year

- **16.1** Teachers will not be required to render service for more than 200 consecutive days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.
- **16.2** Notwithstanding article 16.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation. In recognition of this responsibility, each administrator is entitled to take one day of personal leave with pay and benefits, at their discretion, in addition to any other leaves in this agreement.
- 16.3 The first date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Board not less than three calendar months prior to such date unless circumstances are delayed because of agreements with other school boards such that a school calendar cannot be organized.

Article 17 - General

- 17.1 Staff deployment within a school shall be the responsibility of the principal, in consultation with the superintendent and teacher. In the event of lack of agreement, the superintendent's decision is final.
- 17.2 Any teacher on approved district business excluding professional development shall be reimbursed at district rates for expenses incurred.
- 17.3 All teachers are covered under a liability policy giving them protection against liability imposed by law for negligence resulting in bodily injury or property damages to students and any other person or persons in limits of \$1,000,000.
- 17.4 All previous agreements between or affecting the parties are hereby cancelled and rendered null and void.
- 17.5 All teachers employed by the Board shall be members of the Alberta Teachers'
- 17.6 This agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 17.7 The Board shall make available a payroll deduction for RRSP contributions to a single plan chosen by the ATA.
- 17.8 Vacancies for more than 90 days shall be posted internally for at least five days prior

to filling the position. This provision shall not apply to vacancies occurring during the summer recess.

17.9 If an employee receives sick leave benefits because the employee has been injured through the fault of another party, the board has subrogation rights. This means the employee may make a claim to recover the amount of these benefits from the other party and the employee shall reimburse the board for any benefits which have been paid.

Article 18 - Grievance Procedures

- **18.1** For the purpose of this agreement, a grievance is defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of this collective agreement.
- **18.2** Any difference between an employee covered by this agreement and the Board or, between the ATA and the Board concerning a grievance and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.
- **18.3** Such grievance shall first be submitted in writing to the secretary-treasurer of the Board and to the chairperson of the EPC. Such written submission shall be made within 15 days after the incident giving rise to the grievance or from the date the grievor first reasonably should have had knowledge of the incident. Such notice shall set out the nature and particulars of the grievance, the articles of this agreement which are alleged to have been violated and the remedy sought.
- **18.4** In the event the grievance is not settled in accordance with the above procedure and a response given within 15 days by the secretary treasurer, this grievance shall be referred to the grievance committee. Such grievance committee shall be composed of two representatives of the Alberta Teachers' Association and two representatives of the Board. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 15 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- **18.5** If the grievance committee does not reach a unanimous decision or any decision within the said time then either party may by written notice served on the other party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the date the aforesaid 15 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
- **18.6** Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed, shall within five days of the appointment of the second of them appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- **18.7** The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- **18.8** The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and 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.
- **18.9** The finding and decision of a majority is the award of the arbitration board and is

final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the board.

- **18.10** The arbitration board shall give it decision not later than 14 days after the appointment of the chairperson provided, however, that this time period may be extended by written consent of the parties.
- **18.11** Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairperson.
- **18.12** For the purpose of this article, days shall be defined as consecutive calendar days but be exclusive of Saturdays, Sundays or statutory holidays.
- 18.13 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- **18.14** Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

Appendix A - Effective September 1, 2003

Years of teaching experience	Years of University Education					
	<u>One</u>	Two	<u>Three</u>	<u>Four</u>	<u>Five</u>	Six
0			34,925	43,332	45,989	48,646
1/2			36,747	45,885	48,542	51,201
3			38,548	48,439	51,097	53,755
4			40,358	50,993	53,652	56,311
5			42,169	53,548	56,206	58,864
6			43,980	56,102	58,761	61,419
7			45,792	58,657	61,314	63,972
8			47,602	61,210	63,869	66,526
9			49,413	63,766	66,424	69,083
10			51,223	66,319	68,978	71,636
11			51,223	68,873	71,532	74,191

Appendix B - Teachers' Benefits through ASEBP

Dental	Plan 3
Extended Health Care	Plan 1
Life and AD&D	Plan 2
Extended Disability	Plan D
Vision	Plan 3