

This agreement is made in duplicate this **21** day of December AD **1994**, pursuant to the School Act and the Labour Relations **Code**.

Between the Board of the East Central Alberta Catholic Separate Schools Regional Division **No 16**, 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, on behalf of the teachers of **St Thomas Aquinas** School of the second part.

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

Whereas the terms and conditions of the 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. 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 Department of Education, the Province of Alberta, herein collectively called the teachers, or, where the context requires, teacher.

2. The salaries and all the terms and conditions of the teachers' employment with the Board are governed exclusively by the provisions of this agreement and any **statutory** provision relating thereto.

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

4. This agreement takes effect **on September 1, 1994 and** terminates on **August 31, 1995**. 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** reaching a new collective agreement. At the first meeting between the parties following such notice, each party will exchange particulars of the amendment it **seeks**.

4.1 The two parties may at any time, upon their mutual consent, negotiate revisions to **this** agreement. Any such revisions mutually agreed upon shall become effective from such date as determined during the course of negotiations.

5. Salary Schedule

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

5.2 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. Tabulated below are the

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minimum and maximum salary rates and the experience increments for each year of university education.

5.3 Salary Grid—September 1, 1994 – August 31, 1995

Years of teaching experience	Years of university education		
	Four	Five	Six
0	29,390	31,190	33,350
1	31,430	33,230	35,400
2	33,470	35,280	37,440
3	35,520	37,320	39,480
4	37,560	39,360	41,520
5	39,600	41,410	43,570
6	41,640	43,450	45,610
7	43,680	45,490	47,650
8	45,730	47,530	49,690
9	47,770	49,580	51,740
10	49,810	51,620	53,780

5.3.1 Notwithstanding clause 5.3, teachers with less than four years of university training shall be paid at category four, step five on the grid.

6. Administrative Allowances

In addition to the foregoing salary, there shall be paid:

6.1 a) A principal's allowance of:

- \$36.00 for each of the first 150 students
- \$25.21 for each of the next 150 students
- \$12.20 for each of the remaining students

6.2 A vice-principal's allowance—The Vice-principal will receive an administrative allowance equal to 50 percent of the sum allowed the principal.

6.3 The student count for purposes of this clause shall be taken September 30 and February 15.

7. Applications of Salary Schedule

7.1 A year of experience shall be a school year. Partial years of experience shall be paid to the nearest half year determined as follows:

If less than 125 days but more than 75 days of teacher service in one half year experience increment.

If 125 days or more of teacher service - one full year experience increment.

Whenever a year of teaching experience has been earned, the teacher shall not begin to earn credit toward another year of experience until commencement of another school year.

EFF.	TERM.	No. OF EMPLOYEES	NOMRE D'EMPLOYEES
94	08	08	08
95	08	08	08
96	08	08	08
97	08	08	08
98	08	08	08
99	08	08	08
00	08	08	08

7.2 Teaching experience obtained by a teacher prior to engagement by the Board shall be counted as if it had been teaching experience in a school under the Board's jurisdiction. The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Board within 60 days of commencing employment, or provide written evidence that steps have been taken to obtain this documentation.

8. University Education

8.1 The evaluation of a teacher's education for salary purposes shall be determined by a statement of qualifications issued by The Alberta Teachers' Association Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

8.2 For the first three years of university education, every teacher employed as such by this Board, who in 1969 and thereafter, completes additional university courses leading to the next year of university education and such certificates of evaluation are reported to the secretary according to clauses 8.3, shall receive a prorate allowance in respect to the portion of the year's work, which has been completed.

8.3 The adjustment day for changes in allowance for teacher education shall be September 1 and January 1 of each year. If proof of application for the statement of additional qualifications is supplied, salary shall be adjusted retroactively to date of course completion.

8.4 Such recognized improvement in training shall be required every two school years otherwise prorate allowance will revert to and remain at basic minimum.

9. Temporary Teachers

9.1 A temporary teacher shall be paid in accordance with salary and allowance schedules appropriate to his qualification and experience.

10. part-time Teachers

10.1 Any part-time teacher shall not have their time reduced except by redundancy. Payment of premiums for part-time teachers shall be full. not prorated.

11. Job Sharing

11.1 Teachers who are job sharing shall have payments of premiums for benefits, sick time and holiday pay prorated according to their hours worked.

12. Substitute Teachers

12.1 a) Substitute teachers shall be paid at the rate of \$98 per day inclusive of holiday pay for days employed.

b) Payment for part days shall be prorated to the nearest half day, and in no case less than a half day.

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12.2 The rate of pay for a substitute teacher who fills the same teaching position for more than five consecutive days shall be, on the sixth and following consecutive days, according to placement on the salary grid, subject to the terms of this agreement.

13. Sick Leave

13.1 Any teacher is to be paid up to 75 teaching days per school year at full salary for the purpose of sick leave or unless the Alberta School Employee Benefit Plan (ASEBP) be in effect.

13.2 The ASEBP is to be a compulsory condition of employment, except for exclusions as provided in its regulations. The ASEBP shall be Schedule II Plan D of Life and AD&D and LTD, Plan III Dental Plan, Extended Health Care Plan, Plan I. Participation in the dental plan may be waived by an employee by stating in writing that he/she has coverage through his/her spouse.

13.3.1 The Board shall pay 75 percent of the premium for all employees in the "Alberta School Employee Benefit Plan".

13.3.2 The Board shall pay 75 percent of the premium for all teachers in the Alberta Health Care Insurance Plan.

13.4 A teacher who is absent more than three consecutive school days because of accident or disability or sickness or for medical or dental treatment, shall be required to present to the Board immediately after resuming teaching duties, a signed memorandum from a medical or dental practitioner which states the cause of the absence.

13.5 In consideration of the improvements in the Alberta Health Care Insurance Plan and the Alberta School Employee Benefits Plan all teachers subject to this contract waive any claims on rebates under the provisions of the *Unemployment Insurance Act*.

14. Professional Improvement Leave

14.1 Professional Improvement leave shall mean leave of absence granted by 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.

14.2 To be eligible for professional improvement leave the teacher shall have served the Board for five years.

14.3 Notwithstanding any of the foregoing, no teacher who is within five years of retirement age as set by the *School Act* shall be eligible for professional improvement leave.

14.4 A teacher who is given professional improvement leave shall give an undertaking in writing to return to his duties following expiration of his leave and

shall not resign or retire from the teaching service. He shall return to the Board's employ for a period of at least two years following his leave.

14.5 All applications for professional improvement leave shall be submitted to the Board by March 1 preceding the school year in which professional improvement leave is to commence.

14.6 The Board shall, after reviewing the applications for professional improvement leave, determine both the number and persons to be granted such leave.

14.7 A person granted professional improvement leave shall receive a salary of 60 percent of fourth year minimum on the grid. Should a teacher who by mutual consent, resign or retire from the service of the Board before completing the required two-year period of service following such leave, repayment for professional improvement leave salary shall be made to the Board on a prorated basis.

14.8 The Board may grant professional improvement leave for a period of less than one year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 14.7 calculated in the ratio that the period of approved leave bears to the school term.

14.9 A period of professional improvement leave shall be considered as an equal period of classroom service for the purpose of determining service and salary status.

14.10 Upon resumption of duties, the teacher shall return to a position no less favourable than the one he held before the leave was taken.

15. Compassionate Leave

15.1 Compassionate leave for the death of husband, wife, mother, father, brother, sister, son, daughter of the teacher shall be granted:

- up to five teaching days - full salary
- six to 10 days - full salary less pay for substitute.

15.2 Compassionate leave for the death of grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the teacher shall be granted:

- up to three teaching days - full salary
- four to 10 days - full salary less pay for substitute.

15.3 Compassionate leave for the critical illness (life-threatening) of any immediate family shall be granted at full salary for not more than five teaching days. In all cases, the Board may, at its discretion allow travel time in addition to the above.

15.4 Compassionate leave shall be granted for one day at full salary less substitute pay for the death of an uncle or aunt or niece or nephew, or to act as a pallbearer.

16. Leave of Absence

16.1 A teacher is entitled to leave of absence with pay for one day of each of the teacher's own convocation and to write an examination related to the teacher's academic studies provided the convocation or examination date fall on a school day.

16.2 A teacher whose usual place of residence is within the school jurisdiction or within 60 kilometers radius of the school of employment who, despite **reason"** effort, is unable to travel to school from his usual place of residence because (a) inclement weather; (b) impassable road conditions; or (c) the failure of transportation facilities other than his own, is entitled to his salary for the periods of absence so occasioned.

16.3 Leave of absence without **loss** of salary shall be granted

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

(b) to answer a subpoena or summons to attend as a witness 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. In a Court case between the ATA and the Board where the Court subpoenas a teacher to testify against the Board, the ATA shall reimburse the Board for the teacher's salary.

17. Maternity Leave

17.1 Maternity leave shall be granted for a period of up to **18** weeks.

17.2 The Board will register and implement a **95** percent Supplementary Unemployment Benefits plan which each teacher shall access for pay during the health-related portion of her maternity leave. The Board shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay or benefits.

17.3 Each teacher shall endeavor to notify the Board of her leave requirements three months in advance, however, she shall give the Board at least **30** days notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

17.4 Prior to the leave commencing, each teacher shall endeavor to provide the Board with the date she plans returning to work, however, she shall give the Board at least two weeks notice of the day on which she intends to return to work. Such notice shall be in writing.

17.5 A teacher returning from maternity leave may be required to pass a medical examination before returning to duty.

17.6 In addition to the maternity leave, each teacher shall be eligible for a further personal leave without pay and benefits for up to **34** weeks provided such is continuous and complete within **12** months of the date the teacher first went on maternity leave. During the **34** week period, each teacher shall be eligible to maintain her benefit insurance coverage provided she pays **100** percent of the premiums. The terms of this personal leave shall be arranged between each teacher and the Board.

17.7 An employee who wishes to resume her employment upon the expiration of maternity leave or adoption leave (clause 18) to which she is entitled, shall give the Board two weeks notice in writing of the day on which she intends to resume employment and the Board shall:

(a) reinstate her in the position she occupied at the time her maternity leave or adoption leave commenced, or

(b) provide her with work of a comparable nature, at not less than the same wages, entitlements and other benefits that had accrued to the employee to the date that the employee commenced maternity leave or adoption leave.

18. Adoption Leave

18.1 Upon request, a teacher shall be granted up to six months leave of absence without pay for the purpose of adoption of a child. The return to work will be in accordance with clause 17.7.

19. Personal Leave

19.1 Upon prior notification and approval by the principal or his designate, a maximum of three days personal leave each school year per FTE shall be granted. The leave shall be one day (the first) at full pay, the subsequent two days shall be at full pay less the cost of a substitute teacher, and is to be paid to the Board through payroll deductions or from some other source. The leave will not be unreasonably denied; if necessary, a third party shall be consulted (superintendent or board chairman). Additional leaves of absence may be granted by the Board on application, with or without pay, at the discretion of the Board.

19.2 For additional leave without pay, the employee shall assume the responsibility for 100 percent of benefits.

20. Deferred Salary Plan

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

21. Liability Insurance

21.1 The Board shall effect and keep in force an adequate policy of insurance, according to the School Act, insuring each teacher in its employ, when acting in the course of teaching duties, against liability in respect to any claim for damages or personal injury.

22. Grievance Procedure

22.1 A committee consisting of two representatives of the Board and two representatives of the Staff Economic Policy Committee shall consider any differences arising regarding the interpretation, application, operation, or any alleged contravention of the agreement. Any grievance shall be submitted in writing to the Board chairman or Superintendent and to the EPC within one month.

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

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

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

22.5 If the two members fail to select a chairman within five days after the day on which the last of the members is appointed they shall request the Minister of the Alberta Department of Labour to select a chairman.

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

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

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

23. Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of agreement.

24. All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.

LETTER OF UNDERSTANDING #1

Between
Provost Roman Catholic Separate School District No 65
and
The Alberta Teachers' Association
Maintaining Number of Tenured Staff

It is hereby agreed to by the parties to this agreement that the Provost Roman Catholic Separate School District No 65 will maintain the same number of full time equivalent tenured staff for the 1994/95 school year as are in place for the 1993/94 school year.