

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**EVERGREEN CATHOLIC SEPARATE REGIONAL DIVISION  
No. 2**

**AND**

**ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2007 – AUGUST 31, 2012**

This agreement is made in duplicate this February 11, 2008 AD, pursuant to the *School Act* and the *Labor Relations Code*.

Between

The Board of Trustees of the Evergreen Catholic Separate Regional Division No 2, hereinafter referred to as the "Board" of the first part

And

The Alberta Teachers' Association, hereinafter referred to as the "Association" acting on behalf of the teachers employed by the Board, of the second part.

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

Whereas certain terms and conditions of employment and the salaries of teachers have been the subject of negotiations between the parties; and

Whereas the parties desire that these matters be set forth in an agreement concerning the terms of employment of the said teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, with nothing further implied, the parties agree as follows:

#### **Article 1 - Terms of Agreement**

**1.1** This agreement shall become effective on September 1, 2007, unless otherwise provided for in the agreement and shall continue in force and effect until August 31, 2012 and from year to year thereafter unless terminated by written notice from either party to the other not less than 60 days nor more than 150 days prior to the termination date of the agreement. At the first meeting both parties will exchange complete proposals.

**1.2** Notwithstanding the termination of this agreement, or if amendment is desired, 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 procedures in accordance with the *Labor Relations Code*.

**1.3** The Superintendent or his/her designate, is the primary liaison to/from the Board in all matters pertaining to this agreement.

**1.4** The Board retains all rights not specifically limited by the terms of this agreement.

#### **Article 2 – Scope**

**2.1** 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 Alberta Learning, Province of Alberta, herein collectively called the teachers, or where the context requires teacher, except those designated as Superintendent and Deputy/Assistant Superintendent.

**2.2** The Board recognizes that 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*, and the *Labour Relations Code*, as amended from time to time.

**Article 3 - Salary Schedule**

3.1 The Board shall pay the teachers included within the scope of this agreement the salaries as herein set forth and computed. All sums are "per annum" unless otherwise specifically stated.

3.2 The number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the Board.

3.3 The Salary Schedule - Effective September 1, 2007

**September 1, 2007 - August 31, 2008**

(reflects 3% increase per Alberta Education and ATA Agreement)

EXP	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6
0				48,809	51,590	54,565
1				51,943	54,727	57,728
2				55,078	57,861	60,891
3				58,214	60,998	64,052
4				61,349	64,133	67,215
5/6			49,823	64,482	67,269	70,376
7		46,115	51,809	67,617	70,406	73,537
8	42,119	47,890	53,795	70,752	73,541	76,700
9	43,627	49,660	55,784	73,885	76,679	79,862
10	45,129	51,438	57,770	77,020	79,815	83,026

Continue with grid roll-up:

5/6 - 2007/2008  
 6/7 - 2008/2009  
 7/8 - 2009/2010  
 8/9 - 2010/2011  
 9/10 - 2011/2012

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

Effective September 1, 2007 adjust the salary grid in effect on August 31, 2007 by 3.0%. (note the rates identified herein for salaries, substitute teacher rates and allowances already reflect this increase).

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

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

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

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

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

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

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

#### **Article 4 - Salary Payment**

**4.1** Save and except day-to-day teachers, each teacher shall be paid:

**4.1.1** One-twelfth of his/her annual rate of salary in effect that month on the 25<sup>th</sup> day of each month from September to August with the exception of Christmas break where pay day would be the last banking day prior to the commencement of this holiday period.

**4.2** Arrangements shall be made to ensure that a teacher's salary is available at the teacher's bank no later than the 25th day of each month.

**4.3** A part-time teacher shall be paid on a prorata basis as it relates to the full-time teaching equivalent of the teacher's annual salary, benefit and leave entitlements.

#### **Article 5 - Administrative Allowances**

**5.1** In a school where there are two or more teachers, the Board shall designate one teacher to be the principal of the school.

**5.2** In addition to the foregoing salary, administrative allowances paid for the performance of administrative duties shall be determined by the following schedule:

**5.3** Principal - effective September 1, 2007

<b>\$11,164.17</b>	--	Base Allowance
<b>\$23.44</b>	--	per student for the first 300 students
<b>\$14.52</b>	--	per student thereafter

Notwithstanding the above, effective September 1, 2007 the minimum principal allowance shall be **\$17,510**.

Principal – effective September 1, 2008 – August 31, 2012

Allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

**5.3.1** For the purpose of determining allowances based on student count, such count shall be the September 30 count.

**5.4 Assistant Principal(s)**

**5.4.1** In a school where there are eight or more full-time equivalent teachers, the Board shall appoint an assistant principal.

**5.4.2** Additional assistant principals may be appointed by the Board, if it is deemed necessary.

**5.4.3** It is the intent that all administrative appointments will be finalized for the school year on the number of full-time equivalent teachers as of September 30.

**5.4.4** Payment to assistant principals is as follows:

**5.4.4.1** Where there is one assistant principal, he/she will be paid 50 per cent of the principal's allowance.

**5.4.4.2** Where there are two or more assistant principals, each assistant principal shall be paid 50 per cent of the principal's allowance.

**5.5** Payment of administrative allowances according to article 5 of this agreement shall commence on the effective date of appointment and shall continue until there is a termination of the appointment.

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

**5.7** When an assistant principal assumes the responsibility of the principal in accordance with article 5.6 above, the Board may designate another teacher to assume the responsibilities and be paid the allowance of the assistant principal. A substitute teacher may be provided to fill any temporary vacancy.

**5.8** In the event that all administrative personnel are absent, a teacher **shall** be designated as acting principal. The designate shall be paid **\$51.50** per day, effective September 1, 2007, starting on the first day, when school administration is absent for a period of two days to 10 days. From the 11th consecutive day until the return of the principal or assistant principal the acting principal shall receive 1/200 of the amount in clause 5.3 for each day.

Effective September 1, 2008 – August 31, 2012, increases are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

**5.9** Where a new school is opened resulting in a transfer of pupils, the administrative allowances in all schools affected shall be adjusted accordingly effective the date of the transfer of pupils.

**5.10** In addition to the salary under article 5.3, there shall be paid allowances for other supervisory personnel within the school system upon creation of such position on the recommendation of the superintendent subject to Board approval.

**5.11** In the application of the above clauses, no teacher shall receive more than one allowance.

**5.12** Upon involuntary transfer, no administrator shall receive an administrative allowance less than that received prior to the transfer.

**5.13** A teacher designated as a district coordinator by the superintendent shall be paid an additional **\$515** per year, effective September 1, 2007.

Effective September 1, 2008 – August 31, 2012, increases are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

#### **Article 6 - Evaluation of Teacher Education**

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

**6.1.1** Notwithstanding clause 6.1, the Board reserves the right to evaluate university or college degrees supplementary to that recognized by the Teacher Qualification Service of the Alberta Teachers' Association, same not to be in excess of one year of teacher education for salary purposes if it appears to the Board to be in the best interest of the division to do so. The Board shall inform the Local association of all cases hereof.

**6.2** The adjustment dates for changes for teacher education are September 1 and February 1.

**6.3** Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall supply to the Board, within 45 days from the date of commencement of duties a statement of qualifications to be issued by the Teacher Qualifications Service of the Association. Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.

**6.4** If proof of application for a statement of qualifications is supplied within 45 days, the teacher education shall be retroactive to the commencement of employment. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

#### **Article 7 - Recognition of Teaching Experience**

**7.1** A year of teaching experience is equal to professional services rendered under contract for not less than 130 full-time equivalent days.

**7.1.1** Effective September 1, 2006, for the purposes of this article only, substitute teaching shall only be credited as experience provided it has been completed with this Board and within the last four calendar years.

**7.2** The number of years of teaching experience earned by a teacher prior to engagement by the Board is counted as if it has been teaching experience in school(s) under the Board's jurisdiction.

**7.3** The adjustment date for changes in the number of years allowed for years of teaching experience shall be September 1 and February 1. No teacher will be entitled to receive more than one experience increment in any one school year.

**7.4** Each teacher shall supply proof of previous teaching experience within 45 days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience.

**7.4.1** Failure to comply with this article shall cause the teacher's salary to be reduced to the minimum for his/her category of teacher education. Upon receipt of proof or evidence of having applied for the same, payment shall be made commencing the month following submission.

**7.5** A teacher holding a letter of authority is not entitled to receive more than three experience increments until he/she submits proof of holding an Alberta teaching certificate, either interim or permanent.

**7.6** A teacher holding an interim Alberta teacher's certificate is not entitled to more than five experience increments until he/she submits proof of holding a permanent Alberta teaching certificate.

**7.7** No teacher shall receive increments for experience gained while he/she was not holding a valid teaching certificate or letter of authority. The experience must have been gained while employed by a separate or public school board, private school, or institution where the Alberta program of studies was taught or in other jurisdictions with similar requirements.

### **Article 8 - Substitute Teacher**

**8.1** Substitute teacher means a teacher employed on a day-to-day basis where a contract of employment is not in effect.

**8.2** The rate of pay for substitute teachers, including four per cent vacation pay, shall be:

Effective September 1, 2007 - **\$167.46** per day and **\$83.73** per half day

Effective September 1, 2008 – August 31, 2012, the rate of pay for substitute teachers is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

**8.3** Effective the **fifth** consecutive day as a substitute teacher and for subsequent consecutive teaching days as a substitute teacher thereafter, the rate of pay will be calculated pursuant to the salary grid according to his/her proven teaching experience and education, provided the substitute teacher is employed in the same teaching position for the whole period of substitution.

**8.4** Substitute teachers shall be paid retroactively for the difference in pay between this and last year's agreement for days of service prior to the signing of this agreement.

### **Article 9 - Group Insurance**

**9.1** When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the insurance carrier.

**9.2** Subject to the provisions of the insurance carrier policies, all teachers appointed to staff shall be required to join the Alberta School Employee Benefit Plan and all teachers presently enrolled in the plan shall continue to be enrolled in the plan as a condition of employment with the Board.

**9.3** Notwithstanding article 9.2, it is understood that a teacher may be exempted from participation in the aforementioned plans where he/she receives coverage elsewhere or has opted out pursuant to the plan, with the exception of group life insurance and extended disability benefits which are mandatory.

**9.4** Effective the first of the month following the date of ratification of this agreement, the Board shall contribute toward the costs of the various premiums as follows:

**9.4.1** ASEBP Life Accidental Death and Dismemberment Schedule 2, Extended Disability Plan D and Extended Health Care Plan 1 at a rate of 100 per cent (100%) of the total premium.

**9.4.2** ASEBP Dental Care Plan III at the rate of 85 per cent of the total premium payable. Effective September 1, 2008, increase the Board's contribution to ninety-two point five percent (92.5%)

Effective August 31, 2012, increase the Board's contribution to ninety-five percent (95%)

**9.4.3** Alberta Health Care Insurance Plan at the rate of 100 per cent (100%) of the rate payable.

**9.4.4** ASEBP Vision Care and Hearing Aide Plan 3 at the rate of 100 per cent (100%) of the total premium payable effective May 1, 2005.

**9.5** Payments toward insurance plans by the Board shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.

**9.6** Board contributions towards group insurance premiums shall be on a prorata basis for part-time employees.

**9.7** The Board will establish, for each eligible teacher, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2007, the Board will establish annual HSA credits of \$500 per eligible teacher, contributed in equal monthly instalments, prorated to an employee's FTE. "Eligible teacher" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

9.7.1 Effective September 1, 2008, the Employer shall increase the annual contribution to \$550.

9.7.2 Effective September 1, 2009, the Employer shall increase the annual contribution to \$600.

9.7.3 Effective September 1, 2010, the Employer shall increase the annual contribution to \$650.

9.7.4 Effective September 1, 2011, the Employer shall increase the annual contribution to \$700.

## **Article 10 - The School Year**

**10.1** Teachers will not be required to render professional services for more than 200 consecutive days commencing the opening day of school in each year, exclusive of vacation periods, weekends and holidays.

**10.2** A teacher who is not in receipt of an administration or supervisory allowance may agree to render service during the summer vacation period at the request of the superintendent.

**10.2.1** A teacher who is in receipt of an administration or supervisory allowance may agree to render service during the summer vacation period at the request of the superintendent, if such service is over and above the service required in return for the administrative or supervisory allowance such teacher is receiving.

**10.2.2** Payment for such service shall be determined at the rate of 1/200 of the teacher's basic salary for each day of the mutually agreed work period. A teacher who works beyond the period specified above is not entitled to additional remuneration unless the mutual agreement is revised. All agreements reached under this article must be in writing. Days earned shall not be counted as experience for increment purposes.

**10.3** Notwithstanding article 10.2, 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.

**10.4** The 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 four calendar months prior to such date.

**10.5** A spring break shall be granted for the period of one week each year.

### **Article 11 - Sick Leave**

**11.1** Sick leave with pay and benefits shall be provided under the following categories:

**11.1.1** To obtain necessary medical, dental or optical treatment.

**11.1.2** Due to disability or illness.

#### **11.2 Sick Leave Entitlement**

**11.2.1** All teachers in their first year with the Board shall have a minimum of 20 school days accumulated sick leave at the beginning of the school year.

**11.2.2** Teachers in their first year employed under contract on a part-time basis shall receive sick leave on a prorata basis as follows:

Number of full-time equivalent sick days = number of full-time equivalent days employed/9

**11.2.3** During the second and subsequent years of service, he/she will receive 90 calendar days with full salary for disability or illness.

**11.3** A teacher who is absent for a period of three days or less may be required to present a signed statement regarding the reason for such absence.

**11.4** A teacher who is absent for a period of more than three days shall be required to provide a signed statement from a medical practitioner.

**11.5** For teachers enrolled in the ASEBP Plan (ED) after 90 consecutive calendar days of illness and/or disability, sick leave benefits shall be suspended and no further pay and benefits shall be paid by the Board.

**11.6** A teacher who has been absent due to disability or illness and returns to regular duties shall have the 90 calendar days of sick leave entitlement reinstated.

**11.7** The Board shall be entitled to require a medical examination by a doctor selected by the teacher with the Board's approval if the illness or disability extends for more than 30 days.

**11.8** In the case of a teacher who has five or more years of service with the Board and re-enters the employ of the Board, the sick leave accumulated under article 11.2.3 during the period of employment with the Board will be reinstated provided however, that the teacher re-enters within a period of three years.

## **Article 12 - Leaves of Absence**

**12.1** A leave of absence is an authorization for a teacher to be absent from work for a definite period of time, granted in advance by the Board in accordance with this article.

**12.2** Leave of absence will be granted at one of the following:

**12.2.1** Full salary, that is without loss of regular earning;

**12.2.2** Full salary less the cost of a substitute teacher;

**12.2.3** Full salary subject to recovery from a third party; or

**12.2.4** Without pay.

**12.2.4.1** When the leave of absence has been granted without pay, benefit contributions made by the Board and the employee shall be maintained until the end of the month in which the leave commenced, or according to ASEBP's master policy whichever is sooner.

**12.3** All requests for leave shall be made in writing and shall be made at least one month prior to the beginning of the leave, excepting situations of an unforeseen or emergent nature, in which case the teacher's request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave.

## **12.4 Leaves of Absence - Without Loss of Regular Earnings**

### **12.4.1 Bereavement/Compassionate Leave**

**12.4.1.1** In the event that a member of a teacher's family, meaning husband, wife, son, daughter, father, mother, brother, sister, parent-in-law or a relative who is a member of the teacher's household is critically ill, up to three (3) regularly scheduled consecutive working days, if needed, leave without loss of pay and benefits will be granted to attend the patient or the patient's family.

**12.4.1.2** A teacher shall be granted up to five (5) regularly scheduled consecutive working days, if needed, leave without any loss of pay and benefits for the purpose of attending at the funeral and/or making funeral arrangements, for a parent, wife, husband, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent, grandchild or a relative who is a member of the teacher's household.

**12.4.1.3** For the purposes of articles 12.4.1.1 and 12.4.1.2, a teacher may be granted up to two (2) additional days for travel, subject to the approval of the superintendent.

**12.4.1.4** Notwithstanding clause 12.4.1.2 the Board shall grant one (1) day for the funeral of a friend of the family or to act as a pallbearer.

**12.4.1.5** For the purpose of article 12.4.1.1 critical illness shall mean a life-threatening illness for which the Board may require a substantiating medical certificate signed by a duly qualified medical practitioner.

**12.4.1.6** In extenuating circumstances, the Board or its designate may approve an extension to the foregoing.

**12.4.2** Paternal Leave - The Board shall grant a husband up to two (2) teaching days leave of absence without loss of regular earnings in the event of a birth of his child. The paternity leave shall be taken within one (1) week of the child's birth.

**12.4.3** The Board shall grant one day to attend the wedding of a son, daughter, parent, brother or sister of the teacher or spouse.

**12.4.4** The Board shall grant up to one (1) teaching day when the leave is required to write university examination(s) related to the certification or professional qualification of the teacher.

**12.4.5** The Board shall grant up to one (1) teaching day to attend a university convocation in which the teacher is participating as a degree or diploma recipient.

**12.4.6** The Board shall grant up to 1/2 of a teaching day to attend a scheduled session of court to receive his/her citizenship papers.

**12.4.7** The Board shall grant leave for jury duty or when the teacher is served with a subpoena. Court fees received as result of jury duty or when served with a subpoena, excluding allowances and expenses, shall be remitted forthwith to the treasurer.

**12.4.8** The Board shall grant a teacher not more than one (1) teaching day leave of absence for personal reasons. In the event that this leave is attached to Christmas or Spring Break, prior approval of the Superintendent is required.

**12.4.9** The Board shall grant for not more than two (2) days in any one school year for a teacher to attend to the medical needs of the teacher's child, parent, spouse or member of the teachers' household.

**12.5** Leaves of Absence Less the Cost of a Substitute Teacher - Temporary leaves of absence with pay less the cost of a substitute, shall be granted to teachers as follows:

**12.5.1** While representing a service club in an executive capacity at service club conventions - up to three (3) days per year.

**12.5.2** For not more than two (2) days in any one school year for an illness of a non-critical nature of a child, parent, spouse, or member of the teacher's household.

**12.5.3** For attending post-secondary convocation exercises for spouse or children, but not participating – one (1) day.

**12.5.4** For not more than two (2) days in any one school year for some emergency demanding his/her attention.

**12.5.5** The Board shall grant a teacher not more than two (2) teaching days leave of absence for personal reasons. In the event that this leave is attached to Christmas or Spring Break, prior approval of the superintendent is required.

**12.6** Leave of Absence - Subject to Recovery from a Third Party--Temporary leave of absence, with pay subject to recovery from a third party, shall be granted to a teacher as follows:

**12.6.1** Leave of absence for salary negotiations shall be granted by the Board without loss of salary provided however, that the Board shall be reimbursed by the Alberta Teachers' Association for the cost of the substitute hired for each day of such leave.

**12.6.2** Leave of absence shall be granted for those who serve as representatives of the Evergreen Catholic Separate Regional Division No 2 teachers for attendance at meetings or any functions at the request of the Provincial or Local Alberta Teachers' Association.

**12.7** Additional leaves of absence may be granted by the Board with pay, with pay less the cost of a substitute teacher, with pay subject to recovery from a third party, without pay or without pay and benefits at the discretion of the Board.

**12.8** Any teacher who has been granted a leave of absence and fails to return on the date granted by the Board or notify the Board of his/her delayed return due to circumstances beyond his/her control may be subject to termination of employment.

### **Article 13 - Maternity Leave**

**13.1** Teachers are entitled to maternity leave. Board contributions to benefits shall continue during the maternity leave.

**13.1.1** When a teacher 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:

**13.1.2** 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.

**13.1.3** 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 13.1.4 (a) or article 13.1.4 (b) below. Such choice will apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

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**13.1.4(a)** The Board shall implement and maintain a supplementary unemployment benefits (SUB) plan which shall provide teachers on maternity leave with 100 per cent of their weekly salary under the SUB plan during 15 weeks of leave.

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**13.1.4(b)** The teacher may access sick leave entitlement with pay as specified in article 11 of the collective agreement for the period of sickness or disability.

**13.1.5** Each teacher shall notify the Board [in writing] of her requirements six weeks in advance of the leave. The teachers shall, when possible, notify the Board [in writing] of leave requirements three months in advance of the first day of the leave.

**13.1.6** Each teacher shall provide the Board with 30 days notice of the date she plans on returning to work.

**13.2** A teacher who is granted maternity leave shall be entitled to return to the same position or a mutually agreed upon position.

### **Article 14 - Parental and Adoption Leave**

**14.1** Teachers are entitled to parental leave or adoption leave without pay and without Board contributions to benefits for a period not exceeding 37 consecutive weeks.

**14.2** If the parents are both teachers of the Board, leave will only be granted for one teacher at a time and the combined time off shall not exceed 37 consecutive weeks.

**14.3** A teacher shall give the Board at least six weeks written notice of the date the leave will begin. The teacher shall, when possible, notify the Board of leave requirements three months in advance of the first day of leave.

**14.4** A teacher may maintain his/her group insurance benefit coverage during the parental or adoption leave provided the teacher pays 100 per cent of the cost of the group insurance plan premiums.

**14.5** Parental or adoption leave shall not be considered teaching experience for the purposes of granting salary increments.

**14.6** Each teacher shall provide the Board with 30 days notice of the date the teacher plans on returning to work.

### **Article 15 - Professional Improvement Leave**

**15.1** Professional improvement leave shall mean a leave of absence granted, for a school year or portion thereof, by the Board in its discretion on application by a teacher for the purpose of improving the teacher's academic or professional education.

**15.2** To be eligible for professional improvement leave under section 15.1, the teacher shall have taught with the Board for five years, prior to the granting of such leave, provided he/she had not left the employ of the Board and worked elsewhere.

**15.3** In each school year, the Board shall grant professional improvement leave to a maximum of two per cent of its total teaching staff or one teacher, whichever is greater, if applications are received.

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

**15.5** The Board shall notify each applicant by April 1 as to whether or not the professional improvement leave is granted.

**15.6** Effective September 1, 2007, the remuneration of a teacher granted professional improvement leave shall be **\$26,386.54** during the year of his/her leave payable in equal instalments according to Article 4.1.1 and 4.1.2.

Effective September 1, 2008 – August 31, 2012, the rate of pay for professional Improvement leave is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

**15.7** Health benefits under the terms of this agreement shall continue in effect for the purpose of the professional improvement leave subject to the terms of the plans should the teacher decide to maintain the necessary premiums. Such benefits shall be paid in full by the teacher.

**15.8** When a professional improvement leave is for a period of time less than a full school year, the remuneration specified in article 15.6 shall be on a prorata basis.

**15.9** A teacher who is granted professional improvement leave shall be entitled to return to a teaching position which has been mutually agreed upon prior to the granting of such leave.

**15.10** A teacher who is granted professional improvement leave shall give an undertaking in writing to return to his/her duties following expiration of his/her leave and shall not resign or retire from teaching service, other than by mutual agreement between the Board and the teacher for a period of at least two years after resuming his/her duties.

**15.10.1** Should a teacher fail to return to teaching duties or should resign before completing his/her commitment following the professional improvement leave, he/she shall repay the amount received calculated on a prorata basis for partial fulfillment of commitment.

#### **Article 16 - Course Attendance/Financial Support**

**16.1** The Board shall reimburse a teacher tuition fees for course(s) approved by the Board according to Board policy, on the condition that the course(s) are completed successfully. Reimbursement is not applicable for a teacher who is on professional improvement leave.

#### **Article 17 - Conditions of Professional Service**

**17.1** Newly appointed teachers shall be required to present a medical certificate of good health, of teaching experience and of teacher education.

**17.2** All 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 school system within the limitations of the *School Act*.

**17.3** The superintendent or his/her designate shall discuss any changes in assignment or transfer with the teacher concerned before notice of change or transfer is given.

**17.4** It is recognized that the principal shall assume the prime responsibility for allocation of instruction time, supervisory time and other duties of his/her staff.

**17.5** The Board shall make available a payroll deduction for RRSP contributions to a provider selected by the Board.

#### **Article 18 - Policy Advisory Committee**

**18.1** The teachers recognize the right of the Board to formulate policies. The Board agrees that it will not make changes in the present staffing policy and/or working conditions which are not covered in the agreement, without first having the matter considered by the policy advisory committee. The committee shall consist of representation from the school board, the superintendent's office, staff members and school administrators.

**18.2** The committee shall determine its own internal procedures.

#### **Article 19 – Staffing**

**19.1** The Board will staff each school in such a manner that will provide adequate time for administrators to perform their functions and duties.

**19.2** The Board will attempt to staff its schools in the best interest of both students and teachers.

**19.3** The Board will establish a priority of lower ratio in grades one and two.

#### **Article 20 - Grievance Procedure**

**20.1** 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.

**20.2** Any difference between an employee covered by this agreement and the Board, or, in the proper case between a representative of 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.

**20.3** Such grievance shall first be submitted in writing to the treasurer of the Board and to the secretary of the EPC. Such written submission shall be made within 15 days after the incident giving rise to the grievance. Such notice shall set out the nature and particulars of the grievance, the articles of this agreement which is alleged to have been violated and the remedy sought.

**20.4** In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, this grievance shall be referred in writing to the chair of the EPC and the treasurer who in turn shall notify the grievance committee members. Such grievance committee shall be composed of two representatives of the Board. The grievance committee shall meet and endeavour to resolve the grievance. Each party and/or their representatives shall be provided the opportunity to appear before the grievance committee. The grievance committee shall render its decision in respect of the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the parties the hearing of such grievance is adjourned for the purpose of obtaining further information. The grievance committee's written decision will be provided to the grievor, the treasurer, the chair of the EPC and the coordinator of Teacher Welfare for the Alberta Teachers' Association.

**20.5** If the grievor is unsatisfied with the decision of the grievance committee or no decision is provided within the said time then the grievor or designate 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 21 day limit expires or the date the grievance committee renders a decision, whichever is shorter.

**20.6** 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 chairman. In the event of any failure to appoint, any party may request the director of mediation services to make the necessary appointment.

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

**20.8** 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.

**20.9** 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 chairman governs and it shall be deemed to be the award of the board.

**20.10** The arbitration board shall give its decision not later than 14 days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.

**20.11** Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.

**20.12** For the purpose of this clause, days shall be defined as teaching days.

**20.13** 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.

**20.14** Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

#### **Article 21 - Effect of Agreement**

**21.1** All previous agreements and schedules between or affecting the parties are hereby cancelled.

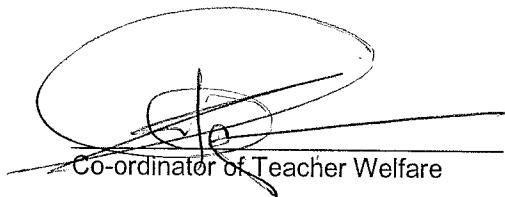
**21.2** This agreement shall enure to the benefit of and be binding upon the parties and their successors.

#### **Article 22 – Subrogation**

**22.1** If a teacher receives sick leave benefits because they have been injured through the fault of another party, the Board has subrogation rights. This means a teacher may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of the teacher's claim, the teacher may be obliged to reimburse the Board for any benefits of which have been paid or will be paid for the teacher.

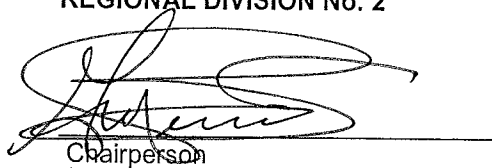
IN WITNESS WHEREOF the parties executed this Agreement this 11<sup>th</sup> day of February, 2008.

**THE ALBERTA TEACHERS'  
ASSOCIATION**



Co-ordinator of Teacher Welfare

**BOARD OF TRUSTEES  
EVERGREEN CATHOLIC  
SEPARATE  
REGIONAL DIVISION No. 2**



Chairperson

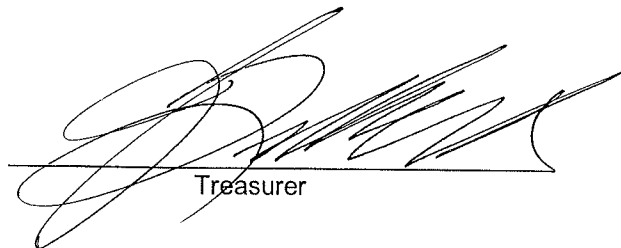
**APPROVED BY:  
EVERGREEN CATHOLIC SEPARATE  
REGIONAL DIVISION NO.2  
NEGOTIATING COMMITTEE**




Steve Klemm

I, Jacqueline Gilbert, Treasurer of the Evergreen Catholic Separate Regional Division No. 2 certify that the foregoing Agreement was ratified and adopted by Resolution of the Board at a duly constituted meeting hereof, held on the 25th day of January, 2008 and that the Chairman then authorized to execute it on behalf of the Board under its seal.

Dated this 11th day of February, 2008.



Treasurer



Staff Representative



Board Representative

**APPENDIX: LETTER OF INTENTION September 1, 2007 – August 31, 2012**

- 1) Be it understood that the Alberta Teachers' Association and the Evergreen CSRD No 2 Board agree that the Board shall be permitted to investigate group insurance programs comparable to ASEBP. The results of such investigation shall be brought to the attention of both parties prior to exchange of proposed amendments to the collective agreement for the next round of collective bargaining.
- 2) The Board shall not require a teacher to transfer to a school which is more than 45 minutes driving time from the teacher's current school assignment.
- 3) The parties recognize the value of a return to work program for teachers accessing sick leave under article 11. To that purpose, the parties will investigate the possibility of establishing such a program in the next round of negotiations.

**ADDENDUM TO THE  
2007-2012 COLLECTIVE AGREEMENT BETWEEN  
EVERGREEN CATHOLIC SEPARATE REGIONAL DIVISION NO 2  
and  
THE ALBERTA TEACHERS' ASSOCIATION**

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**RATES EFFECTIVE SEPTEMBER 1, 2009**

**3.3 Salary Schedule**

0910	One	Two	Three	Four	Five	Six
0				53,479	56,526	59,786
1				56,913	59,963	63,252
2				60,348	63,397	66,717
3				63,784	66,834	70,181
4				67,219	70,269	73,647
5				70,652	73,705	77,110
6			56,766	74,087	77,142	80,573
7/8	46,149	52,472	58,942	77,522	80,577	84,039
9	47,801	54,412	61,122	80,955	84,016	87,504
10	49,447	56,360	63,298	84,390	87,452	90,970

**5.3 Principal -**

\$12,232.40	Base Allowance
\$25.68	per student for the first 300 students
\$15.91	per student thereafter

Notwithstanding the above, the minimum principal allowance shall be \$19,185.20.

**5.8** In the event that all administrative personnel are absent, a teacher shall be designated as acting principal. The designate shall be paid \$56.42 per day starting on the first day, when school administration is absent for a period of two days to 10 days. From the 11 consecutive day until the return of the principal or assistant principal the acting principal shall receive 1/200 of the amount in clause 5.3 for each day.

**5.13** A teacher designated as a district coordinator by the superintendent shall be paid an additional \$564 per year.

**8.2** The rate of pay for substitute teachers, including four per cent vacation pay, shall be: \$183.49 per day and \$91.74 per half day.

Addendum, p 2

**15.6** The remuneration of a teacher granted professional improvement leave shall be \$28,911.30 during the year of his/her leave payable in equal instalments according to Article 4.1.1 and 4.1.2.

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Evergreen Catholic Separate  
Regional Division No 2

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The Alberta Teachers' Association

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Date

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Date