

COLLECTIVE AGREEMENT

Effective September 1, 2002

and

Ending August 31, 2004

between

the Board of Trustees of the Edmonton Catholic Separate School District No. 7,
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

**TABLE OF CONTENTS
NUMERICAL**

TITLE	PAGE
ARTICLE 1 - RECOGNITION -----	1
ARTICLE 2 - GENERAL -----	2
ARTICLE 3 - SALARY DETERMINATION -----	5
ARTICLE 4 - APPLICATION OF SCHEDULES -----	6
ARTICLE 5 - ALLOWANCES -----	7
ARTICLE 6 - LEAVE OF ABSENCE -----	8
6.1 General -----	8
6.2 Special Leaves -----	10
6.3 Maternity Leave -----	11
6.4 Adoption Leave -----	12
6.5 Sick Leave -----	13
6.6 Professional Improvement Leaves -----	15
ARTICLE 7 - PARTICIPATION IN GROUP BENEFIT PLANS -----	16
ARTICLE 8 - GRIEVANCES -----	17
ARTICLE 9 - DURATION AND TERMINATION OF AGREEMENT -----	19
ARTICLE 10 - PROVISIO -----	19
SCHEDULE A - Basic Salary Schedule - Effective September 1, 2002 -----	20
SCHEDULE B - Substitute Teachers - Effective September 1, 2002 -----	20
SCHEDULE C - Administrative Allowances - Effective September 1, 2002 -----	20
SCHEDULE D - Other Allowances - Effective September 1, 2002 -----	20
SCHEDULE A - Basic Salary Schedule - Effective March 1, 2003 -----	21
SCHEDULE B - Substitute Teachers - Effective March 1, 2003 -----	21
SCHEDULE C - Administrative Allowances - Effective March 1, 2003 -----	21
SCHEDULE D - Other Allowances - Effective March, 2003 -----	21
LETTER OF UNDERSTANDING SALARY & BENEFITS 2003/04 -----	23
LETTER OF UNDERSTANDING - School Act -----	24
LETTER OF UNDERSTANDING - "A", "B", "C", Grid -----	25
LETTER OF UNDERSTANDING - Supervisor -----	25
LETTER OF UNDERSTANDING – Definition of Terms -----	25
LETTER OF UNDERSTANDING – Article 3 -----	25
APPENDIX A - GRID RESTRUCTURING -----	26

**TABLE OF CONTENTS
ALPHABETICAL**

TITLE	PAGE
ALLOWANCES – ARTICLE 5 -----	7
APPENDIX A – GRID RESTRUCTURING -----	26
APPLICATION OF SCHEDULES – ARTICLE 4 -----	6
DURATION AND TERMINATION OF AGREEMENT – ARTICLE 9 -----	19
GENERAL – ARTICLE 2 -----	2
GRIEVANCES – ARTICLE 8 -----	17
LEAVES OF ABSENCE – ARTICLE 6 -----	8
6.1 General -----	8
6.2 Special Leaves -----	10
6.3 Maternity Leave -----	11
6.4 Adoption Leave -----	12
6.5 Sick Leave -----	13
6.6 Professional Improvement Leaves -----	15
LETTER OF UNDERSTANDING - SALARY & BENEFITS 2003/04 -----	23
LETTER OF UNDERSTANDING - SCHOOL ACT -----	24
LETTER OF UNDERSTANDING - “A”, “B”, “C”, GRID -----	25
LETTER OF UNDERSTANDING - SUPERVISOR -----	25
LETTER OF UNDERSTANDING - DEFINITION OF TERMS -----	25
LETTER OF UNDERSTANDING - ARTICLE 3 -----	25
PARTICIPATION IN GROUP BENEFIT PLANS – ARTICLE 7 -----	16
PROVISO – ARTICLE 10 -----	19
RECOGNITION – ARTICLE 1 -----	1
SALARY DETERMINATION – ARTICLE 3 -----	5
• SCHEDULE A Effective September 1, 2002 -----	20
• SCHEDULE B Effective September 1, 2002 -----	20
• SCHEDULE C Effective September 1, 2002 -----	20
• SCHEDULE D Effective September 1, 2002 -----	20
• SCHEDULE A Effective March 1, 2003 -----	21
• SCHEDULE B Effective March 1, 2003 -----	21
• SCHEDULE C Effective March 1, 2003 -----	21
• SCHEDULE D Effective March 1, 2003 -----	21

ARTICLE 1 - RECOGNITION

- 1.1 (a) All persons employed by the Board in positions requiring a valid teaching certificate shall be members of the Association. 'Valid teaching certificate' means a teaching certificate recognized by Alberta Learning or its equivalent.
- (b) Teachers employed on an hourly basis by Lifelong Learning and Alternative Education Services to provide instruction for tutorials and summer, evening, and weekend credit courses will not be governed by terms of this agreement.
- 1.2 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, with the exception of:
- Superintendents
 - Directors
 - Deputy Directors
 - Administrative Officers
 - Coordinators
- 1.3 (a) The Association recognizes the right and responsibility of the Board to formulate policy.
- (b) The Board agrees that it shall not make changes in the present staffing policy/guidelines and/or working conditions which are not covered in the collective agreement, without first having the matter considered by a Liaison Committee consisting of up to five representatives named by the Local and up to five representatives named by the Board.
- (c) For issues of significant complexity and impact, as determined by the committee, ad hoc committees shall be formed to work on issue resolution and report back to the Liaison Committee for action as appropriate.
- (d) Upon mutual agreement, the committee may report the outcome of its deliberations to the conference committee of the Board.
- 1.4 (a) All persons employed by the Board in positions requiring a valid teaching certificate shall pay fees as set by the Association. The Board shall deduct these fees from the above identified teachers, other than the Superintendent, and shall pay the fees on a monthly basis and furnish a list of teachers on a yearly basis to the Association. It is agreed that all disputes between teachers and the Association related to the collection of fees shall be referred to the Association for resolution, shall be the sole responsibility of the Association, and the Board shall not be held liable for any costs arising from the resolution of these disputes.

- 1.4 (b) The Board shall provide to the Association, once per month, a list of employees including the name, location, classification, F.T.E., seniority date, contract status, certificate number, home address and home phone number.

ARTICLE 2 - GENERAL

2.1 All new employees to the teaching staff shall, before commencing duties, submit documents required for employee record purposes to the office of the Director of Human Resource Services.

2.2 Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment as the Superintendent or designate may deem advisable in the interests of the District within the limitations of the **School Act**.

2.3 (a) The Superintendent, or designate, shall discuss any changes in assignment or transfer with the teacher concerned before notice of change or transfer is given.

(b) Part time continuous contracts shall fall within two categories:

Category A: a part time position made up of an assignment between 0.2 and 0.5

Category B: 0.51 and above but less than 1.0 FTE.

Each teacher within a category shall be guaranteed an assignment within that category in the subsequent year if such a position exists in the school to which the teacher is currently assigned, unless the teacher agrees to a change in category.

(c) Teachers wishing to participate in job sharing will maintain their full time continuous contract on a year to year basis. All applications for job sharing must be submitted annually to the Superintendent or designate for approval.

- 2.4 (a) The principal shall have the prime responsibility for allocation of instruction time and assignable time of the teaching staff.
- (b) The instructional week shall be organized such that a teacher who is not in receipt of an administrative allowance will not be assigned duties in excess of 1800 minutes per week, of which a maximum of 1400 minutes will be devoted to instruction of pupils. The remaining 400 minutes of assignable time will provide for supervision of students, extracurricular school activities, professional development activities, staff meetings, parent/teacher conferences, and other professional responsibilities.
- (c) Up to two times per school year, during a week when parent/teacher conferences are held, a school staff may cancel or shorten classes by one half-day. On these occasions the weekly assignable time may exceed 1800 minutes in order to conduct parent/teacher conferences.
- (d) Notwithstanding the foregoing, teachers may agree to be timetabled for instructional duties which may vary in the number of minutes assigned per week. In such cases a teacher shall not be assigned instructional duties which would exceed an average of 1400 minutes per week for any given school year. Averaging shall be limited to:
- i) semestered schools, where the instructional duties of teachers shall be an average of no more than 1400 minutes per week over the two semesters;
 - ii) schools where the time table is other than a five-day cycle, the average instructional duties for the weeks required for a complete cycle shall be no more than 1400 minutes.
- 2.5 Teachers shall provide such instruction and perform such duties as the principal shall assign in consultation with the teaching staff.
- 2.6 (a) A substitute teacher shall normally follow the schedule of the teacher who is absent from duties.
- (b) Substitutes who accept half-day assignments in sites where the morning timetable extends beyond 12:00 noon shall be released by 12:00 noon if they are scheduled for an afternoon assignment at another site.
- 2.7 If a teacher is of the opinion that provisions in clauses 2.4, 2.5 and 2.6 have not satisfactorily been implemented, the teacher may appeal the assignment to the Superintendent or designate.

- 2.8 The Board shall:
- (a) Staff each school in such manner that will provide adequate time for administrators to perform their functions and duties;
 - (b) Make every attempt to staff its schools in the best interests of both students and teachers;
 - (c) Agree to establish a priority of lower ratio in early childhood services and grades 1, 2, and 3;
 - (d) Make every reasonable attempt to avoid combined and/or split grades;
 - (e) Agree to establish a priority of lower ratio in classes which have students with identified special needs.
- 2.9
- (a) Natural attrition shall be the method used to compensate for district wide staff reduction necessitated by declining enrollment.
 - (b) Should the Board determine that it can no longer operate within the provisions of clause 2.9 (a), then,
 - (c) Either party to this agreement may amend clause 2.9 (a) by serving notice to reopen the collective agreement for the purpose of renegotiating clause 2.9 (a). Should the parties fail to agree to an amendment, the matter shall be dealt with in the next round of collective bargaining.
- 2.10 The Board may create or designate new positions falling within the scope of this agreement; nevertheless, salaries and additional allowances shall be arrived at by bargaining with the Association before the position is advertised or the appointment is made.
- 2.11 When a Consultant position becomes vacant, it shall be openly advertised, unless the incumbent is expected to return at the beginning of the next school year, in which case a temporary appointment will be made.

ARTICLE 3 - SALARY DETERMINATION

- 3.1 (a) Evaluation of a teacher's university education shall be as determined by the Teacher Qualifications Service of the Association. In the event evaluation is not available upon commencement of duties, the teacher shall be placed at "D-minimum" in the basic salary schedule until the evaluation is received.
- (b) When an evaluation is received, the adjustment date shall be retroactive to the later of the first date the duties commenced within the current school year, or the date the new qualifications were achieved.
- 3.2 Notwithstanding clause 3.1, the Board reserves the right to evaluate university degrees supplementary to that recognized by the Teacher Qualifications Service of the Association. Such evaluation shall not 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 District to do so. The Board shall inform the Association of all cases hereof.
- 3.3 Teachers shall not be paid for partial years of teacher education.
- 3.4 A year of teaching experience shall be any one school year during which a teacher has taught for not fewer than 115 school days.
- 3.5 Notwithstanding clause 3.4, a teacher shall be entitled to one experience increment for each 150 teaching days accumulated in the service of the Board, provided such service has not previously been counted for increment purposes.
- 3.6 Notwithstanding clauses 3.4 and 3.5, a teacher shall be entitled to only one increment per year, such increment being effected at the beginning of the next school year.
- 3.7 The Board agrees that Association members who are, or may become, employees of the Edmonton Catholic Teachers' Local shall have this employment recognized for grid placement purposes on a year-to-year basis to a maximum of six years.
- 3.8 Newly appointed vocational teachers must present proof of industrial, commercial or technical experience before they will receive any placement allowance. For every year served full time in the industrial, commercial or technical fields, one increment shall be granted to a maximum of eight increments providing only that they teach, and continue to teach, in vocational education, or as otherwise designated by the Superintendent.

- 3.9 A teacher whose assignment is in a vocational school and who requests and receives approval for a transfer to a completely non-vocational assignment shall be placed upon the appropriate step of the salary schedule in accordance with the number of years of teaching experience as at the effective date of the transfer. The category placement shall be in accordance with the applicable teacher qualification service evaluation.
- 3.10 All vocational education teachers entering the employ of the Board after June 30, 1986 who are transferred to a completely non-vocational assignment due to changing enrollment patterns shall be placed upon the appropriate step of the salary schedule in accordance with the number of years of teaching experience as at the effective date of the transfer. The category placement shall be in accordance with the applicable teacher qualification service evaluation.
- 3.11 (a) i) A teacher who is not in receipt of an administrative or supervisory allowance may agree to render service during Christmas, spring or summer vacation periods at the request of the Superintendent or designate.
- ii) A teacher who is in receipt of an administrative or supervisory allowance may also agree to render service during the Christmas, spring or summer vacation periods at the request of the Superintendent or designate, if such service is over and above the service required in return for the administrative or supervisory allowance such teacher is receiving.
- (b) Payment for service defined in (a) above, shall be determined at the rate of 1/200 of the teacher's basic salary for each day of the mutually agreed work period. All agreements reached under this article must be in writing. Days so earned shall not be counted as experience for increment purposes.

ARTICLE 4 - APPLICATION OF SCHEDULES

- 4.1 All salaries and allowances referred to herein, unless otherwise specifically stated, are payable to a teacher as provided under provisions of the **School Act**.
- 4.2 A part-time teacher shall be paid as provided under clause 4.1 above except that the annual salary to which the teacher is entitled shall be determined by multiplying the full time salary by the ratio calculated by dividing the minutes taught per week by the teacher by 1400.
- 4.3 Salaries shall be paid to all teachers in accordance with their teacher education and teacher experience as per Schedule A – Basic Salary Schedule.

- 4.4 Salaries and allowances to be paid to all substitute teachers, as referred to in the **School Act**, shall be as per Schedule B - Substitute Teachers.
- 4.5 (a) The Board shall pay each teacher employed under a continuous contract of employment one-twelfth (1/12) of the teacher's annual salary on the last teaching day during the months of September to June inclusive of each school year.
- (b) At the request of the teacher the Board shall pay on the last teaching day of June an advance in respect of July and August salary in an amount not exceeding the estimated net salary for such months. Such requests shall be made in writing and be received in payroll by May 1, and shall be honoured thereafter unless changed in writing by the teacher by May 1, of subsequent years.

ARTICLE 5 - ALLOWANCES

- 5.1 (a) In a school where there are two or more teachers, the Board shall appoint a principal to the school.
- (b) In cases where the principal is to be responsible for more than one site, discussion with the Local shall occur prior to implementation.
- (c) Notwithstanding 5.1(b) the Board shall not appoint a principal to more than two sites.
- 5.2 The teacher count for determining administrative allowances shall be the number of teachers teaching full time within the school, plus the full time equivalent (calculated to the nearest whole number) of all part-time teachers within the school. This count shall be as at September 30 of each school year.
- 5.3 In addition to the salary under clause 4.3, the principal shall receive an allowance as per Schedule C - Administrative Allowances.
- 5.4 (a) In a school where there are eight or more teachers, the Board shall appoint an assistant principal or administrative equivalents.
- (b) In a school having 25 or more teachers, the Board shall appoint a first assistant principal as well as a second assistant principal and/or administrative equivalents. Additional assistant principals and/or administrative equivalents may be appointed at the discretion of the Superintendent.

- 5.5 The appointment of administrative equivalents shall be considered at the request of the principal with supporting documentation from the school staff and appointed at the discretion of the Superintendent. The arrangement shall be reviewed on an annual basis and in place for a period of no more than two years.
- 5.6 The first or only assistant principal or administrative equivalents shall be paid at the rate of 60 percent of the principal's allowance; other assistant principals and/or administrative equivalents shall be paid at the rate of 50 percent of the principal's allowance. In the case of the administrative equivalents the percentage of the principal's allowance for that school shall be divided equally between them.
- 5.7 (a) In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator or teacher shall assume the responsibility and be paid an allowance equal to that received by the superordinate commencing with the sixth day.
- (b) In a school where there is no assistant principal and the principal is absent from duty, a teacher shall be assigned the responsibility. In the event that the principal is absent from duty for a period of five (5) consecutive teaching days or more, the assigned teacher shall be paid an allowance equivalent to the principal's allowance retroactive to the first day.
- 5.8 In addition to the salary under clause 4.3, there shall be paid an allowance to the designated teachers in the District as per Schedule D – Other Allowances.
- 5.9 In the application of Article 5, no teacher shall receive more than one allowance. In the event of a teacher being eligible for more than one allowance, the teacher shall receive the greater of the allowances payable.

ARTICLE 6 - LEAVE OF ABSENCE

6.1 General

- (a) 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.
- (b) Except in cases of emergency, or as otherwise outlined in this article, all requests for leave shall be made in writing to the Director of Human Resource Services or designate, at least 10 teaching days prior to the beginning of the leave.

- 6.1 (c) Teachers returning from leaves of one year or less in duration, granted through the collective agreement, shall be returned to the position held at the commencement of the leave.
- (d) Notwithstanding clause 6.1 (c) teachers returning from maternity or adoption leaves at a later date satisfactory to both parties shall be returned to the position held at the commencement of the leave.
- (e) The phrase "returned to the position held at the commencement of the leave" in clause 6.1 (c) does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.
- (f) Subject to the availability of replacement staff, the Board shall grant reasonable requests for leave of absence for the purpose of:
- i) professional activities;
 - ii) community activities;
 - iii) private activities;
 - iv) other activities; or
 - v) Local #54 activities.
- (g) Leaves of absence under clause 6.1(f) shall be granted at one of:
- i) full salary;
 - ii) full salary less the cost of a substitute teacher whether or not one is required;
 - iii) full salary subject to recovery from a third party;
 - iv) without salary, but with benefit contributions maintained and teacher portion of pension contributions reimbursed;
 - v) without salary; or
 - vi) as identified in the applicable clause.
- (h) Deductions made under clause 6.1 (g) ii) shall in no event exceed the amount of the teacher's regular pay which would have been earned except for the leave of absence.

- 6.1 (i) Teachers granted leaves of absence during the period January to September, under clause 6.1 (f) shall give an undertaking in writing by April 1 of their intention to return to active employment.

6.2 **Special Leaves**

- (a) A leave of absence shall be granted at full salary for:
- i) jury duty or when served with a subpoena;
 - ii) one day on the adoption of a child provided such adoption takes place during the school year;
 - iii) one day paternal leave on the birth of his child provided such birth takes place during the school year.
- (b) Upon request, a leave of absence for at least one day per year shall be granted to a teacher at full salary to attend an annual conference of an ATA specialist council of which the teacher is a member. Maximum of one hundred days assigned by the Local.
- (c) Leave of absence with salary shall be granted to a teacher when necessitated by the critical illness or death of a spouse, child, brother, sister, parent, parent of spouse, foster child, or a relative who is a member of the teacher's household, for not more than:
- i) five days for critical illness;
 - ii) five days for death;
 - iii) ten days for critical illness and death;
 - iv) one day to attend the funeral of grandparent, grandchild, grandparent of spouse, brother-in-law, or sister-in-law.

The Board recognizes that there may be circumstances where the above provisions may be extended and may do so at its sole discretion.

- (d) Leaves for personal reasons to a maximum of two calendar days per school year shall be granted at the cost of a substitute, whether a substitute is required or not, to teachers on a contract for the entire school year.
- (e) Time off without loss of salary or benefits and with the services of substitute teachers (if necessary) shall be provided by the Board to a maximum of 20 teacher days for formal negotiations between the parties.

- 6.2 (f) At the request of the Local, a teacher who is elected to the office of President of Local 54 ATA shall be granted leave of absence on a scheduled basis, up to a maximum of half-time, for the school year(s) during which the office is held. During such scheduled leave of absence, the President shall receive all the entitlements accorded to a continuing full-time employee and the Local shall pay a pro-rated portion of Board cost which reflects the amount of release time provided.

6.3 **Maternity Leave**

Teachers are entitled to maternity leave. Maternity leave shall be granted under conditions as specified below.

- (a) 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 and begin at the natural breaks in the school year.
- (b) The Board may request a statement from a physician indicating the approximate date of delivery.
- (c) Maternity leave shall be without pay except as provided in 6.3 (f).
- (d) 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 return date shall be indicated at the commencement of the leave. When possible, return to work shall be at natural breaks in the school year.
- (e) In any event, the teacher shall give the Board no less than two weeks notice, in writing, of the intended return date.
- (f) 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:
 - i) 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 Benefit (EDB).
 - 6.3 (f) ii) 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 iii) (a) or (b) below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

- 6.3 (f) iii) (a) the Board shall implement and maintain a Supplemental Unemployment Benefit (SUB) Plan which shall provide teachers on maternity leave with 95% of their weekly salary under the SUB Plan during seventeen weeks of leave. The Board shall pay the portion of the teacher's benefit plan premiums specified in clause 7.1 of the Collective Agreement for the seventeen week period.
- (b) notwithstanding clause 6.5 (d) ii), the teacher may access sick leave entitlement with pay as specified in clause 6.5 of the Collective Agreement for the period of sickness or disability.
- (g) i) For teachers on continuous contract whose maternity leave extends over the summer break, the Board shall pay its portion of the benefit premiums, as per article 7.1, on a pro-rated basis for July and August.
- ii) The formula for pro-rating the above Board contributions shall be as follows: (days taught plus days on paid leave during the current school year) divided by 200 days.

6.4 **Adoption Leave**

Teachers shall be granted adoption leave under conditions as specified below.

- (a) The teacher shall notify the Board upon receipt of the Notice of Approval to adopt. The leave shall be available to one parent only.
- (b) The leave shall commence at any time prior to and including the date of the arrival of the adopted child, provided that the teacher supplies the Board with proof of the impending adoption.
- (c) Adoption leave shall be without pay, except as provided below. The Board shall pay the portion of the teachers' benefit plan premiums specified in clause 7.1 of the Collective Agreement for a maximum of 10 weeks.
- (d) The teacher may terminate the leave at any time up to one year following the date of adoption, or at a later date which is satisfactory to both parties. The expected leave return date shall be indicated at the commencement of the leave. When possible, return to work shall be at natural breaks in the school year.
- (e) In any event, the teacher shall give the Board no less than two weeks notice, in writing, of the intended return date.

6.5 Sick Leave

Sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability. Teachers shall attempt to schedule medical or dental treatments so as to minimize disruption to the instructional program.

- (a) Upon request by the Board the teacher shall provide satisfactory medical evidence confidentially to Employee Health Services:
 - i) on a form to be supplied by the Board, a declaration as to the reason for the absence under clause 6.5 where the sick leave is for a period of three days or fewer;
 - ii) a certificate signed by a qualified medical Doctor indicating that the absence was necessitated by illness where the sick leave is for a period in excess of three consecutive teaching days.
- (b) The Board shall be entitled to require at any time an examination by a doctor or dentist selected by the Board and at the Board's expense.
- (c) A teacher on temporary, or probationary contract:
 - i) shall be provided sick leave benefits in accordance with the provisions of the **School Act**;
 - ii) in the second and subsequent years of employment with the Board, shall be entitled to carry forward the unused portion of sick leave from the previous year.
- (d) A teacher on continuous contract shall be provided ninety (90) calendar days of sick leave entitlement. This shall be with or without pay as follows and serve as the EDB elimination period.
 - i) The teacher who becomes sick or disabled during a period while actively at work shall begin the EDB elimination period with pay on the first day of absence.
 - ii) The teacher who becomes sick or disabled during a leave granted under Article 6, other than clause 6.3, of the collective agreement shall begin the EDB elimination period without pay at the time the sickness or disability is determined by a medical Doctor to have begun. Should the teacher have been scheduled to return to regular duties before the end of the elimination period the teacher shall have access to the remainder of the elimination period as sick leave with pay.

- 6.5 (d) iii) Where a teacher is unable to work full time due to a medical disability the Board and teacher may agree that the sick leave entitlement be applied on a pro-rated basis for part-time work for a specified period.
- (e) If the sickness or disability continues beyond the elimination period salary payment, if any, shall terminate subject to the provisions of the **School Act**. Teachers enrolled in the EDB plan shall apply for benefits at the first opportunity to do so.
- (f) A teacher who has been absent due to the above reasons and returns to regular duties shall have the ninety calendar days sick leave entitlement reinstated. However, should the teacher suffer from a recurrence of the same disabling condition within 6 months the teacher shall apply for EDB immediately. Once approved the EDB benefit shall be effective the first day of absence due to the recurrence.
- (g) Reinstatement of sick leave entitlement occurs except in instances where the teacher has been continuously absent under the provisions of clause 6.5 for a period of 14 or more calendar days. In such cases, the Board may request a medical certificate signed by a medical doctor prior to the date of return verifying that the teacher is able to return to work on a continuous basis.
- (h) Notwithstanding clause 6.5 (d), teachers who have accumulated sick leave credit in excess of sixty (60) days as of September 1, 1981, shall retain said accumulation. The bank of accumulated sick leave shall be for the sole purpose of the computation of a retirement gratuity. Teachers shall be eligible for this retirement gratuity should they become disabled after January 1, 2001 and access the extended disability benefit. The gratuity shall be based upon the difference between the teacher's net salary and the teacher's net income from the extended disability benefit for the period equivalent to the number of days in the bank of accumulated sick leave that would otherwise have been used by the teacher before applying for EDB.
- (i) When a teacher leaves the employ of the Board all accumulated sick leave shall be cancelled. However, providing the teacher has five or more consecutive years' service with the Board and returns to the staff within two years, the sick leave accumulated under clause 6.5 (h) shall be reinstated to the teacher.

6.6 Professional Improvement Leaves

- (a) Definition: A Professional Improvement Leave shall mean a leave:
 - i) from regularly assigned duties;
 - ii) with pay;
 - iii) for the purpose of professional improvement as specified by the teacher, and in accordance with the needs of the Board;
 - iv) for members included in this bargaining unit;
 - v) approved by the Superintendent.
- (b) Types: Professional Improvement Leaves shall be of three types:
 - i) long term leave for a period of one year (this period of time would be utilized for extended study and/or research) and paid the greater of "D-minimum" or 75 percent of basic salary per annum provided, however, that "D-minimum" does not exceed the teacher's salary were the teacher teaching;
 - ii) intermediate term, a leave for a period of 21 teaching days to 121 teaching days (this period of time would be utilized for study workshops, conference, research, study projects and others) and paid 75 percent of basic salary;
 - iii) short term, a leave for a period of three teaching days to 20 teaching days (this period of time would be utilized for workshop conferences, research, study projects and others) and paid 100 percent of total salary.
- (c) Application: Teachers applying for Professional Improvement Leaves shall complete the proper application form and submit it to Human Resource Services by the deadline date as determined by the Selection Committee established under (d) below.
- (d) Selection Committee: A Selection Committee for Professional Improvement Leaves shall be appointed prior to June 30th each year and shall be composed of three representatives from the Association and three representatives from the Administration. The Selection Committee shall:
 - 6.6 (d) i) prepare and establish the criteria to be used in the selection of the applicants for professional improvement leave;

- ii) receive from Human Resource Services relevant information;
 - iii) evaluate all pertinent information;
 - iv) recommend suitable candidates for leaves to the Superintendent. Applicants will be notified of the outcome of their application within ten teaching days of the recommendation being received by the Superintendent.
- (e) Undertaking by Teacher: A teacher who is granted a long or intermediate term Professional Improvement Leave shall enter into an agreement with the Board to return to duty following expiration of the leave and shall not resign or retire from teaching service, other than by mutual consent between the Board and the teacher, for a period of at least two years after resuming duties.
- 6.7 For staff development sessions conducted during school hours the provision of substitute teachers will be a site based decision.

ARTICLE 7 - PARTICIPATION IN GROUP BENEFIT PLANS

- 7.1 The Board shall contribute to the payment of premiums on behalf of all participating employees in group insurance plans and shall arrange cost sharing of premiums in such a fashion as to minimize taxable benefits to teachers, at a rate of eighty five percent (85%) effective September 1, 2001:
- (a) Extended Health Care
 - (b) Dental Care
 - (c) Extended Disability Benefit (EDB)
 - (d) Life and Accidental Death and Dismemberment
 - (e) Alberta Health Care
 - (f) Vision Care
- 7.2 Teachers on temporary, or probationary contract on the last day of the school year who taught under contract for at least 80 teaching days in the school year shall have their benefits continued during July and August.

- 7.3 All teachers entering the employ of the Board shall participate in the group life insurance, accidental death and dismemberment insurance and extended disability benefit insurance plans.
- 7.4 Participation in the extended health care plan, vision care plan, and dental care plan shall be a condition of employment for all teachers. Notwithstanding the foregoing, a teacher may waive participation in these plans by stating that coverage exists through the teacher's spouse.
- 7.5 Amendments to insurance plans shall be made with the approval of a committee representative of the teachers and the Board. This committee shall be made up of the Local's table officers and the Chair of the Economic Policy Committee representing the teachers and three representatives to be named by the Board. This committee may, upon mutual agreement, refer the approval of amendments to the Liaison Committee.
- 7.6 A teacher who suffers personal injury arising out of and in the course of employment and who incurs medical expenses not covered in group insurance plans sponsored by the Board or covered by other government agencies, shall be entitled to reimbursement for such reasonable expenses upon presentation of receipt for bills paid. Notwithstanding the above, the Board shall not be liable for payment of costs beyond a period of one year from the date of the accident that caused the injury.

ARTICLE 8 - GRIEVANCES

- 8.1 A grievance is defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement.
- 8.2 It is agreed that the maintenance of harmonious relations between the parties requires the prompt filing and disposition of grievances.
- 8.3 It is agreed that in processing a grievance a teacher may have the assistance of the Executive Secretary of the Local Association.

8.4 Grievances shall be dealt with in successive steps as follows:

Step 1: A grievance must be presented within 15 teaching days of its occurrence or from the date on which the teacher ought to reasonably have become aware of its occurrence. The grievance shall be in writing and outline the nature and circumstances of its occurrence and the section or sections of the collective agreement alleged to have been violated as well as the remedy sought. It shall be presented to the Director of Human Resource Services, either directly by the grievor or through the Executive Secretary of the Local Association. In any event, the Executive Secretary of the Local Association and the appropriate Superintendent or Director will be advised by the Director of Human Resource Services of the grievance. The Director of Human Resource Services shall:

- convene a meeting of those involved with the grievance;
- communicate the decision of the administration, in writing, within 10 teaching days.

If the decision does not satisfactorily resolve the matter, the teacher or the Local Association must, within 10 teaching days of the receipt of the written decision, give notice in writing to the Director of Human Resource Services of the intent to present the grievance to the Interpretation Committee.

Step 2: The Director of Human Resource Services and the Executive Secretary shall convene a meeting of the Interpretation Committee within 15 teaching days of the receipt of the notice to present the grievance to the Interpretation Committee.

The Interpretation Committee shall:

- consist of two Board members and two Local Association members;
- hear evidence regarding the grievance from those concerned;
- render its decision within 5 teaching days.

If the decision of the Interpretation Committee is unanimous, the decision shall be final and binding.

Step 3: If the grievance is not settled at Step 2, the Board, the teacher, or The Alberta Teachers' Association, may, within the 30 calendar days following the conclusion of Step 2, refer the grievance to a Board of Arbitration, and in such case, notify the other party of its intent to proceed to arbitration. The arbitrators shall be appointed and the proceedings carried on as described in the **Labour Relations Code**, as amended from time to time. If the grievance is not taken to arbitration as herein provided within the 30 calendar day period, the grievance shall be deemed to have been settled at the conclusion of Step 2.

- 8.5 It is understood that should a satisfactory disposition of the grievance not be reached at any of Steps 1 or 2 within the allotted times, the Board, the teachers or the Local Association may proceed to the next step. If the grieving teacher or the Local Association permits the times to lapse, the grievance shall be deemed to be at an end. These time limits are mandatory unless extended by mutual agreement.

ARTICLE 9 - DURATION AND TERMINATION OF AGREEMENT

- 9.1 This agreement shall be in full force and effect as of September 1, 2002 and continue in full force and effect to August 31, 2004, except as provided in Schedules A, B, C, and D.
- 9.2 Notwithstanding clauses 2.9 (a), (b), and (c), the two parties may at any time upon their mutual agreement negotiate revisions of this agreement. Any such revision shall become effective from such date as shall be agreed upon by both parties.
- 9.3 Either party wishing to terminate this agreement shall give notice in writing of such desire to the other party not fewer than 90 calendar days or not more than 210 calendar days prior to expiry date.
- 9.4 Notwithstanding the termination date 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 or until a strike/lockout commences whichever occurs first.

ARTICLE 10 - PROVISIO

- 10.1 Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement.

SCHEDULE A - Basic Salary Schedule - Effective September 1, 2002

Years of Experience	Years of Education		
	D	E	F
0-1	\$41,322	\$43,688	\$46,363
2	\$43,678	\$46,045	\$48,719
3	\$46,035	\$48,402	\$51,077
4	\$48,393	\$50,760	\$53,434
5	\$50,749	\$53,117	\$55,791
6	\$53,107	\$55,474	\$58,149
7	\$55,464	\$57,831	\$60,506
8	\$57,821	\$60,188	\$62,862
9	\$60,178	\$62,546	\$65,219
10	\$62,535	\$64,903	\$67,577
11	\$65,383	\$67,740	\$70,449

SCHEDULE B - Substitute Teachers - Effective September 1, 2002

For the first and second day of an assignment, inclusive of holiday pay.	\$154.33
For each individual half-day of an assignment, inclusive of holiday pay.	\$82.68
For the third and subsequent consecutive student days, which comprises the same and total teaching assignment, inclusive of holiday pay, 1/200th of the salary rate applicable to the teacher concerned, pro-rated in accordance with the basic salary schedule.	

SCHEDULE C - Administrative Allowances - Effective September 1, 2002

\$15,984 + \$331/FTE >22FTE	To a maximum of \$27,184
-----------------------------	--------------------------

SCHEDULE D - Other Allowances - Effective September 1, 2002

	An Annual Rate of:
Consultants	\$7,887
Department Heads	\$4,149
Multi-school assigned teacher per school	\$615

SCHEDULE A - Basic Salary Schedule - Effective March 1, 2003

Years of Experience	Years of Education		
	D	E	F
0-1	\$42,768	\$45,217	\$47,986
2	\$45,207	\$47,657	\$50,424
3	\$47,646	\$50,096	\$52,865
4	\$50,087	\$52,537	\$55,304
5	\$52,525	\$54,976	\$57,744
6	\$54,966	\$57,416	\$60,184
7	\$57,405	\$59,855	\$62,624
8	\$59,845	\$62,295	\$65,062
9	\$62,284	\$64,735	\$67,502
10	\$64,724	\$67,175	\$69,942
11	\$67,671	\$70,111	\$72,915

SCHEDULE B - Substitute Teachers - Effective March 1, 2003

For the first and second day of an assignment, inclusive of holiday pay.	\$159.73
For each individual half-day of an assignment, inclusive of holiday pay.	\$85.57
For the third and subsequent consecutive student days, which comprises the same and total teaching assignment, inclusive of holiday pay, 1/200th of the salary rate applicable to the teacher concerned, pro-rated in accordance with the basic salary schedule.	

SCHEDULE C - Administrative Allowances - Effective March 1, 2003

\$16,543 + \$343/FTE >22FTE	To a maximum of \$28,135
-----------------------------	--------------------------

SCHEDULE D - Other Allowances - Effective March, 2003

	An Annual Rate of:
Consultants	\$8163
Department Heads	\$4294
Multi-school assigned teacher per school	\$637

IN WITNESS WHEREOF, the Board and the Association have caused these presents to be executed by their duly authorized representatives on the

6th day of February 2003, at Edmonton Alberta.

For: The Board
Edmonton Catholic Separate School District #7

Charlie Fox Board Chair

Bob Kelly Superintendent

Barry Murphy Negotiations Chair

P. J. J. J. Witness

Edmonton Separate School Local No. 54
The Alberta Teachers' Association

Patricia Chyng President

Shannon McEwen Economy Policy Chair

Sherry McEwen Witness

The Alberta Teachers' Association

[Signature] Coordinator
Teacher Welfare

Dean Dobson Witness

LETTER OF UNDERSTANDING SALARY & BENEFITS 2003/04

I. Funding

Should funding from Alberta Learning increase in 2003-04 (Adjusted Base Percentage) greater than 2% the parties agree that additional funding will be directed to reduce the employees' share of the group benefit plan premiums as per article 7.1. Should funding increase so that the employers' share equals 100% of the group benefit plan premiums as per article 7.1, any additional funds shall be applied to the salary schedules A and B.

Adjustments to employees' share of the group benefit plan premiums as per article 7.1 shall be effective November 1, 2003 and any salary adjustments shall be retroactive to September 1, 2003.

In determining the Adjusted Base Percentage of funding from Alberta Learning, the following shall be considered :

Total Alberta Learning Funding **xxx.xxx.xxx (A)**

100% Excluded Funding

Transportation Funding	x.xxx.xxx
System Administration	x,xxx,xxx
Teacher Assistant Program	xxx.xxx
Technology Integration	xxx,xxx
Learning Resource Grant	xxx.xxx
Regional Consortia	xxx,xxx
ECS PUF Funding	xxx.xxx
Infrastructure Funding (see note a)	

Total Excluded (100%) **x,xxx,xxx (B)**

50% Excluded Funding

English as a Second Language	xxx.xxx
Early Literacy	xxx.xxx
First Nation/Metis/Inuit Funding	xxx.xxx

xxx,xxx

x .50

Total Excluded (50%) **x,xxx,xxx (C)**

(D)Total Alberta Learning Base (TALB) = A-(B+C)

Adjusted Base Percentage = (TALB 03-04)/(03-04 ENRL)/(TALB 02-03)/(02-03 ENROL)*100

note a - Alberta Infrastructure currently provides funding for Plant, Operations & Maintenance. Should this funding be transferred to Alberta Learning, these should be excluded from this calculation.

note b - Alberta Learning Funding for 2002-03 is determined by September 30, 2002 enrollment and confirmed by Alberta Learning RACERS report dated September 15, 2003. Alberta Learning Funding for 2003-04 will be determined by applying the September 30, 2003 enrollment as submitted to Alberta Learning, to the Alberta Learning Grant rates. TALB 2003-04 will be calculated by October 15, 2003.

II. Instructional Minutes

Should the Government of Alberta require teachers covered under this agreement during the term of this agreement to devote more than 1,400 minutes per week to the instruction of pupils as provided in Article 2.4, the parties agree that proportionate funding as determined below shall be applied to the salary schedules A and B.

Percentage = (Mandated Instruction Time)/1400

Adjustments to teachers' salaries shall be retroactive to September 1, 2003.

LETTER OF UNDERSTANDING - School Act

For the term of this agreement, the parties acknowledge that references to the School Act in this collective agreement (1.2, 2.2, 4.1, 4.4, 6.5(c) and 6.5 (e)) shall be to the School Act in effect as of the date of this agreement. Should the School Act be amended to alter the meaning of the collective agreement, either party may provide written notice of their intent to open those affected clauses for the purpose of negotiating revision. Any such revision shall become effective from such date as shall be agreed upon by both parties. Should the parties fail to agree to an amendment, the matter shall be dealt with in the next round of collective bargaining.

LETTER OF UNDERSTANDING - "A", "B", "C", Grid

In Schedule A - Basic Salary Schedule, delete A, B, and C and grandfather teachers on A, B and C on the step in D with the next higher salary i.e.

Previous Grid	Grandfather Grid
A-10	D-1
B-10	D-3
C-10	D-4

These teachers shall remain on such step until their years of education, in accordance with Article 3, reaches a minimum of four. Upon reaching four years of teacher education, the teacher shall be eligible for experience increments in accordance with Article 3.

LETTER OF UNDERSTANDING - Supervisor

The parties agree that teachers with the former designation of Supervisor shall continue to receive the current allowance on a grandfathered basis for such time as they continue in their assignment as consultants.

LETTER OF UNDERSTANDING – Definition of Terms

The parties agree to form a committee comprised of two representatives of the Board and two representatives of the Association to develop definitions for terms used within the collective agreement. The committee shall present a written report to the March 2003 Employee Relations Committee meeting.

LETTER OF UNDERSTANDING – Article 3

The parties agree to form a committee comprised of two representatives of the Board and two representatives of the Association to examine and make recommendations related to all components of Article 3 of the current agreement, as well as consideration of the Alberta Teachers Association's proposed clause 3.6 new (September 27, 2002). The committee shall present a written report to the March 2003 Employee Relations Committee meeting.

Appendix A

Grid Restructuring (Roll-up Step 0 to 1) (11 to 10 Step Grid)										
Sept 01	Sept 02	Sept 03	Sept 04	Sept 05	Sept 06	Sept 07	Sept 08	Sept 09	Sept 10	Sept 11
0										
1	0-1	0	0	0	0	0	0	0	0	0
2	2	1-2	1	1	1	1	1	1	1	1
3	3	3	2-3	2	2	2	2	2	2	2
4	4	4	4	3-4	3	3	3	3	3	3
5	5	5	5	5	4-5	4	4	4	4	4
6	6	6	6	6	6	5-6	5	5	5	5
7	7	7	7	7	7	7	6-7	6	6	6
8	8	8	8	8	8	8	8	7-8	7	7
9	9	9	9	9	9	9	9	9	8-9	8
10	10	10	10	10	10	10	10	10	10	9-10
11	11	11	11	11	11	11	11	11	11	11



EDMONTON
CATHOLIC SCHOOLS



EMPLOYEE RELATIONS
HUMAN RESOURCE SERVICES

9807 – 106 Street
Edmonton, AB.CA • T5K 1C2
Tel (780) 441-6000 Fax (780) 441.6147

www.ecs.edmonton.ab.ca