

COLLECTIVE AGREEMENT

Effective September 1, 2012

and

Ending August 31, 2016

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

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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 Education or its equivalent.
- (b) Teachers employed on an hourly basis by the Board for Lifelong Learning and Alternative Education Services to provide instruction for tutorials and summer, evening, and weekend credit courses will not be governed by the 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
 - Managers
 - Directors
 - 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 the Employee Relations/ATA liaison committee consisting of up to six (6) representatives named by the Local and up to six (6) 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 Employee Relations/ATA liaison committee for action as appropriate.
- (d) Upon mutual agreement, the committee may report the outcome of its deliberations to the planning 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 those who have chosen associate or non-member status according to Section 5.1 of the Teaching Profession Act (2004), 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.
- (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 submit documents required for employee record purposes to Human Resource Services within 30 days of commencing employment or in accordance with the stipulated timelines as set by the agencies that provide the documentation.
- 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 (2) categories:
- Category A: a part time position made up of an assignment between 0.2 FTE and 0.5 FTE.
- Category B: Greater than 0.5 FTE 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 Assistant Superintendent of Human Resource Services 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 1430 minutes will be devoted to instruction of pupils. The remaining 370 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. It is the understanding of the parties that a component of the assignable time will be allocated for the purpose of updating student assessment reports.
 - (c) Up to two (2) 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 (1/2). 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 1430 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 1430 minutes per week over the two (2) semesters;
 - ii) schools where the timetable is other than a five (5) day cycle, the average instructional duties for the weeks required for a complete cycle shall be no more than 1430 minutes.
 - (e) In the case of staff reduction, a teacher will not be identified for priority placement or reassigned two (2) years in a row.
- 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. School administration may request, and a substitute teacher may agree, to an alteration of the schedule. Failing mutual

agreement, school administration may require a substitute teacher adapt to adjustments which might normally occur if the absent teacher was in attendance.

- (b) Substitutes who accept half-day (1/2) 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 one (1), two (2), and three (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 enrolment.
 - (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, the Board shall consult with the Association prior to establishing the salaries and allowance 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 (1) 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 For recognition of teaching experience with the Edmonton Catholic Separate School District or other School Boards, the following conditions shall apply:
- (a) A year of teaching experience shall be any one (1) school year during which a teacher has taught for not fewer than 115 school days.
- (b) Notwithstanding 3.4(a), a teacher shall be entitled to one (1) experience increment for each 150 teaching days accumulated while on contract with the Edmonton Catholic Separate School District, or other school boards provided that such service has not previously been counted for increment purposes.
- (c) For the purposes of providing proof of previous experience with school boards other than the Edmonton Catholic Separate School District:
- i) The onus of substantiating previous teaching experience while on contract rests with the teacher.
- ii) Proof of previous experience must be submitted to the Board within 45 calendar days of the employee's date of hire.

- iii) If such evidence as referred to in (c) ii) above is submitted within the 45 calendar days, salary shall be paid according to this experience effective the employee's date of hire. If such evidence is not submitted within the aforementioned 45 calendar days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience or at the minimum of his or her category according to years of university education. Upon submission of such evidence, the teacher's salary shall be adjusted effective the beginning of month following submission of such evidence.
- 3.5 Notwithstanding clauses 3.4, a teacher shall be entitled to only one (1) increment per year, such increment being effected at the beginning of the next school year.
- 3.6 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 (6) years.
- 3.7 Teachers who hold a journeyman certificate, and who are teaching Advanced Career Technology Studies courses in their area of certification must present proof of industrial, commercial, or technical experience before they will receive any placement allowance. For every year served full time in the appropriate industrial, commercial, or technical fields, one (1) increment shall be granted to a maximum of eight (8) increments providing only that they teach, and continue to teach, in Advanced Career Technology Studies education, or as otherwise designated by the Superintendent.
- 3.8 A teacher who has received additional increments under clause 3.8 and who transfers or is transferred to a completely non-Career Technology Studies 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.
- 3.9 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 enrolment 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.
- 3.10 (a) i) A teacher who is not in receipt of an administrative or consultant allowance may agree to render service during vacation periods or weekends at the request of the Assistant Superintendent of Human Resource Services.
- ii) A teacher who is in receipt of an administrative or consultant

allowance may also agree to render service during the vacation periods or weekends at the request of the Superintendent or Assistant Superintendent of Human Resource Services, 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 or days in lieu. All agreements reached under this article must be in writing on a form agreed to by the District and the Association and must be authorized by the Assistant Superintendent of Human Resource Services. Days so earned and paid by salary 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 1430.
- 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 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 and on the last (banking) day of July and August of each school year. All payments will be made electronically to the account designated by each teacher.
 - (a) Teachers receiving their July/August pay on the last teaching day of June as of September 1, 2005 may retain this method of payment.
 - (b) A teacher who previously elected payment under 4.5(a) who then elects to receive regular monthly payments in July and August, may not revert back to the option under 4.5(a).

ARTICLE 5 - ALLOWANCES

- 5.1 (a) In a school where there are two (2) 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 (1) 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 (2) sites.
- (d) When there are two (2) principals at one (1) school the first assistant principal may be waived or appointed at the discretion of the Superintendent.
- 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 (8) 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 another 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 (2) years.
- 5.6 Assistant principals or administrative equivalents shall be paid at the rate of 60 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 incumbent 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 (1) allowance. In the event of a teacher being eligible for more than one (1) 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 Assistant Superintendent of Human Resource Services or designate, at least 10 teaching days prior to the beginning of the leave.
- (c) Teachers returning from all leaves (including deferred salary leave plan) of one (1) 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 (1) 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 maintaining employer contributions to benefit plan premiums and the employee's health care spending account with teacher portion of pension contributions reimbursed;
 - v) without salary and employer contributions to benefit plan premiums and the employee's health care spending account where the leave of absence exceeds 30 calendar days or is provided otherwise in this collective agreement; 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.
- (i) Teachers granted leaves of absence which extend through 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) two (2) days on the adoption of a child provided such adoption takes place during the school year and not taken in conjunction with Article 6.4;
 - iii) two (2) days 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 (1) 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, to a maximum of one (1) 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, grandchild, parent of spouse, foster child, or a relative who is a member of the teacher's household or for whose care the teacher is responsible, for not more than:
 - i) five (5) days for critical illness;
 - ii) five (5) days for death; or
 - iii) ten days for critical illness and death;
 - iv) two (2) days to attend the funeral of grandparent, 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) Leave up to three (3) days per year shall be granted with salary to attend to the medical needs of a child, spouse, parent or other member of the teacher's household.
- (e) Leaves for personal reasons to a maximum of two (2) 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. Effective September 1, 2015, leaves for personal reasons to a maximum of three (3) calendar days per school year shall be granted to teachers on contract for the entire school year, as follows:
 - i) one (1) day without loss of pay; and
 - ii) two (2) days at the cost of a substitute, whether a substitute is required or not.No more than two (2) days may be taken consecutively.
- (f) 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.
- (g) 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 (3) 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.
 - i) For the purposes of this leave medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.
- (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 (1) 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 30 calendar days 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).
 - 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.

- iii) (a) the Board shall implement and maintain a Supplemental Unemployment Benefit (SUB) Plan which shall provide teachers on maternity leave with 95 percent of their weekly salary under the SUB Plan during 17 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 17 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 teacher's 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 (1) 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 30 calendar days notice, in writing, of the intended return date.

6.5 Parental Leave

- (a) Upon request, the Board shall grant parental leave for a period of up to 37 weeks.
- (b) Parental leave shall be leave without pay.
- (c) Whenever possible, written notice of intent to take such leave must be forwarded to the Assistant Superintendent of Human Resource Services or designate at least six (6) weeks prior to commencement of the leave.
- (d) Written notice of intent to return to work shall be provided to the Assistant Superintendent of Human Resource Services or designate at least four (4) weeks prior to the date on which the teacher intends to return to work.
- (e) Following the leave, a teacher shall return to the position occupied at the commencement of the leave or a mutually agreed upon position.

6.6 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 6.6 where the sick leave is for a period of three (3) 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 (3) 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 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.
 - 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 six (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 6.6 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 6.6(d), teachers who have accumulated sick leave credit in excess of sixty 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 (5) or more consecutive years' service with the Board and returns to the staff within two (2) years, the sick leave accumulated under clause 6.6(h) shall be reinstated to the teacher.

6.7 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 (3) types:

- i) long term leave for a period of one (1) 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 (3) 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 (3) representatives from the Association and three (3) representatives from the Administration. The Selection Committee shall:
 - 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 10 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 (2) years after resuming duties.

6.8 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 95 percent:

- (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

Effective September 1, 2014, the Board shall contribute ninety-seven and a half percent (97.5%) to the payment of premiums.

- 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 Employee Relations/ATA 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.
- 7.7 If a substitute teacher is unable to work as a result of an injury incurred at the work place, the Board shall pay the teacher per diem rate specified in Schedule B for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the Board.
- 7.8 Each teacher will have access to a Personal Health Spending Account. The rate is as follows:
- September 1, 2011 - \$600 per FTE

The amounts are prorated for teachers employed less than full time with Edmonton Catholic School District. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Board will forfeit any remaining balance.

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 Director 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 Assistant Superintendent of Human Resource Services, or designate, either directly by the grievor or through the Executive Director of the Local Association.

In any event, the Executive Director of the Local Association and the appropriate Superintendent or Director will be advised by the Assistant Superintendent of Human Resource Services, or designate, of the grievance.

The Assistant Superintendent of Human Resource Services, or designate, shall:

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

Step 2: If the grievance is not settled at Step 1, the Board or The Alberta Teachers' Association, may, within the 30 calendar days following receipt of the written decision of administration at the conclusion of Step 1, 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 1.

8.5 It is understood that should a satisfactory disposition of the grievance not be reached at any step of the grievance procedure 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, 2012 and continue in full force and effect to August 31, 2016, except as provided in Schedules A, B, C, and D.

9.2 Notwithstanding clauses 2.9 (a), (b), and (c), the two (2) 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 - PROVISO

- 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, 2012

Years of Experience	Years of Education		
	D	E	F
0	58,411	61,755	65,537
1	61,742	65,089	68,867
2	65,074	68,418	72,200
3	68,405	71,751	75,532
4	71,736	75,084	78,865
5	75,069	78,415	82,196
6	78,402	81,748	85,528
7	81,733	85,078	88,859
8	85,064	88,411	92,193
9	88,396	91,745	95,521
10	92,422	95,757	99,584

Effective September 1, 2015, increase salary grids, in effect August 31, 2015, by 2%.

A one-time lump sum payment of 1% of the annual salary as set out in the Collective Agreement grid in effect as of November 15, 2015 will be paid to all teachers on contract on that date, funded by Government and paid no later than the end of December of 2015.

Basic Salary Schedule – Effective September 1, 2015

Years of Experience	Years of Education		
	D	E	F
0	59,579	62,990	66,848
1	62,977	66,391	70,244
2	66,375	69,786	73,644
3	69,773	73,186	77,043
4	73,171	76,586	80,442
5	76,570	79,983	83,840
6	79,970	83,383	87,239
7	83,368	86,780	90,636
8	86,765	90,179	94,037
9	90,164	93,580	97,431
10	94,270	97,672	101,576

SCHEDULE B – Substitute Teachers – Effective September 1, 2012

For the first and second day of an assignment, inclusive of holiday pay.	\$219
For each individual half-day of an assignment, inclusive of holiday pay.	\$ 132 (60% of full day rate)
For the third and subsequent consecutive student days, which comprises the same and total teaching assignment, inclusive of holiday pay, 1/200 th of the salary rate applicable to the teacher concerned, pro-rated in accordance with the basic salary schedule.	

Substitute Teachers – Effective September 1, 2015

For the first and second day of an assignment, inclusive of holiday pay.	\$223
For each individual half-day of an assignment, inclusive of holiday pay.	\$ 135 (60% of full day rate)
For the third and subsequent consecutive student days, which comprises the same and total teaching assignment, inclusive of holiday pay, 1/200 th 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, 2012

\$22,593 + \$469/FTE>19FTE	To a maximum of \$38,426
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Effective September 1, 2015 replace the above allowance structure with the following:

FTE	Principal	Assistant Principal
0 – 19	25,000	14,000
20 – 26	27,000	16,000
27 – 33	30,000	18,000
34 – 39	33,000	20,000
40 - 47	37,000	22,000
48 +	41,000	24,000

Effective September 1, 2015, under no circumstances shall an Assistant Principal allowance be greater than \$1,000 less than the least Principal allowance.

SCHEDULE D – Other Allowances – Effective September 1, 2012

	An Annual Rate of:
Consultants	\$11,148
Department Heads	\$5,864
Multi-school assigned teacher per school	\$871

Other Allowances – Effective September 1, 2015

	An Annual Rate of:
Consultants	\$11,371
Department Heads	\$5,981
Multi-school assigned teacher per school	\$888

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


17 day of June 2014, at Edmonton Alberta.

For: The Board
Edmonton Catholic Separate School District No 7

 Board Chair

 Superintendent


 Negotiations Chair

 Witness

For: Edmonton Catholic Teachers Local No 54
The Alberta Teachers' Association


 President

 Economic Policy Chair

 Witness

The Alberta Teachers' Association

 Coordinator, Teacher Welfare

 Witness

LETTER OF UNDERSTANDING COMMENCEMENT DISBURSEMENT

Where a teacher is newly hired with the Board in the Year Round Schooling Program, or returning to the Year Round Schooling Program from an approved leave of absence in excess of twelve (12) months, the teacher can obtain a salary advance of up to thirty-five percent (35%) of their gross pay for the month of September, to be referred to as a “commencement disbursement,” as follows:

- (a) Written request for a commencement disbursement must be submitted by the teacher to the Assistant Superintendent, Human Resource Services, by August 15.
- (b) The commencement disbursement will be issued to the teacher by August 31.
- (c) An amount equivalent to the commencement disbursement will be recovered by the Board on the teacher’s September pay.

This letter of understanding shall expire and have no further effect as of October 1, 2014. Following the expiry of this letter of understanding, the parties agree to discuss the success of this trial to determine any need to renew, amend or continue this practice. Unless the parties mutually agree otherwise, there is no ongoing commitment by the parties under this letter of understanding beyond October 1, 2014.

LETTER OF UNDERSTANDING
RE: LEAVE OF ABSENCE FOR MILITARY SERVICE

In addition to the leaves of absence provided in Article 6 of this Collective Agreement, the parties agree to provide the following leave on a trial basis. A leave of absence shall be granted at full salary for two (2) days at the time of deployment or return of a family member in military service. For the purposes of this letter of understanding, "a family member" shall be any member of the teacher's immediate family. The two (2) days of leave may be taken either at the time of deployment, or at the time of return, or a combination of the two events, however, shall not exceed a combined total of two (2) days. This letter shall expire and have no further force and effect on June 30, 2016.

**LETTER OF UNDERSTANDING
RE: ADMINISTRATION OF MEDICAL LEAVE**

The parties agree to meet to discuss the process for administration of medical leave to support teachers and effectively manage such leave. This discussion may also lead to the development of a medical leave certificate that would be mutually acceptable to the Board and teachers. Following a written request by either party to meet for this purpose, unless mutually agreed to otherwise in writing, a meeting shall be scheduled within thirty (30) calendar days. This letter shall expire and have no further force and effect on June 30, 2014 unless the parties agree to extend the deadline.

LETTER OF UNDERSTANDING
RE: ADMINISTRATION OF PERSONAL LEAVE DAYS

Given the amendment to the personal leave provisions effective September 1, 2015, the parties agree to track the utilization of the fully paid personal leave days for the last year of the collective agreement and share the data with one another. In such instances, where the Employer requires a substitute teacher to replace a teacher absent on a fully paid personal leave day, but cannot secure a substitute teacher for that day, the request for such personal leave will be denied and the Employer shall notify the Executive Director of Local 54. This letter expires and shall have no further force and effect as of June 30, 2016.

**LETTER OF UNDERSTANDING
RE: PRINCIPAL LIEU DAYS**

Effective September 1, 2013, school-based principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal and the Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and the Superintendent, the Employer shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year. This letter of understanding does not provide additional days of leave beyond that which is currently provided through policy for school-based principals, but rather assures that unused days shall be paid out by the end of June each year. This letter expires and shall have no further force and effect as of June 30, 2016.



EDMONTON
CATHOLIC SCHOOLS



EDMONTON CATHOLIC TEACHERS

Local 54 of the Alberta Teachers' Association