

C O L L E C T I V E A G R E E M E N T

BETWEEN

THE RED DEER CATHOLIC REGIONAL DIVISION NO. 39

AND

THE ALBERTA TEACHERS' ASSOCIATION

September 1, 2004

To

August 31, 2012

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RED DEER CATHOLIC REGIONAL DIVISION NO. 39

THIS AGREEMENT is made this 8th day of January, 2008, pursuant to The School Act and The Labour Relations Code.

BETWEEN: The Red Deer Catholic Regional Division No. 39, hereinafter called "The Board",

AND: The Alberta Teachers' Association, hereinafter called "The Association", acting on behalf of the teachers employed by The Board.

WHEREAS The Board recognizes The Association as the sole bargaining agent for the teachers employed by The Board,

AND

WHEREAS the parties desire that these matters be set forth in an agreement to govern the following terms of employment of the teachers,

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1 - Recognition

- (1) a) This agreement applies to those employees of The Board who, as a condition of their employment, must possess a valid teaching certificate under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, or where the context requires, teacher.
- b) Supervisor of Support Services (this position will have access to the benefit plan provided by Alberta School Employee Benefit Plan, as outlined in Article 11).
- (2) Exclusions: Notwithstanding Clause (1), employees holding the following designations shall be excluded from this agreement:
 - a) Superintendents and any other designations which include the term superintendent.
 - b) Supervisor Learning and Supervisor Student Services (these positions will have access to the benefit plan provided by Alberta School Employee Benefit Plan as outlined in Article 11).

- (3) a) The provisions of this agreement, other than Article 11, shall be applicable to part-time teachers on a pro-rated basis in the same proportion as the teacher's period of actual service bears to a year of full-time service. Part-time teachers that are on a 50% contract or greater shall receive the full benefit of Article 11. Part-time teachers on contract of less than 50% shall not be eligible to enroll in the benefit plans set out in Article 11.

b) Each kindergarten class assignment shall be recognized as 0.5 of a full-time teaching assignment.
- (4) Except for Articles 8 and 12, none of the provisions of this agreement shall be applicable to substitute teachers.

ARTICLE 2 - Term of Agreement

- (1) This Agreement constitutes the entire agreement between the parties and shall become effective on September 1, 2004, and shall continue in force and effect to August 31, 2012, and shall automatically continue in full force from year to year thereafter unless in any one year not more than one hundred eighty (180) days and not less than sixty (60) days before the date of its expiry either party shall submit to the other written notification to amend said Agreement.
- (2) If amendments to this Agreement are desired, the particular contents of such amendments shall be presented in writing to the other party within the time limits as specified above.
- (3) At the first meeting between the parties following the submission of written amendments, the parties shall give full particulars of all amendments they seek.
- (4) The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.

ARTICLE 3 - Salary Schedule

- (1) For the purpose of this agreement, a teaching day shall be defined as set forth in Section 97, Subsection (1) of The School Act, and shall also include those days declared by The Board for teacher professional development and parent/teacher interviews.
- (2) The university education of a teacher, as determined by the Teacher Qualifications Service, and the length of teaching experience computed as hereinafter provided, shall together determine the salary rate to be paid during the term of this Agreement to each full-time teacher employed by The Board.

Tabulated as Schedule I following are the annual salary rates for each recognized year of university education and for each recognized year of experience, per Article 5.

- (3) Provisions of this Agreement in respect of salary shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of the salary that the period of actual service in a year bears to a year of full-time service.
- (4) The salary grid restructuring is as outlined in Appendix 'A'.
- (5)(a) Salary Grid

CERTIFICATED SALARIES

September 1, 2004 - August 31, 2005

Years of Teaching Education

Years of Teaching Experience	4	5	6
0	44,115	46,665	49,564
1	46,729	49,279	52,178
2	49,343	51,893	54,792
3&4	51,957	54,507	57,406
5	54,571	57,121	60,020
6	57,185	59,735	62,634
7	59,799	62,349	65,248
8	62,413	64,963	67,862
9	65,027	67,577	70,476
10	67,641	70,191	73,090
11	70,255	72,805	75,704
	10x2614	10x2614	10x2614

(5)(b) Salary Grid

CERTIFICATED SALARIES

September 1, 2005 - August 31, 2006

Years of Teaching Education

Years of Teaching Experience	4	5	6
0	45,262	47,878	50,853
1	47,944	50,560	53,535
2	50,626	53,242	56,217
3	53,308	55,924	58,899
4&5	55,990	58,606	61,581
6	58,672	61,288	64,263
7	61,354	63,970	66,945
8	64,036	66,652	69,627
9	66,718	69,334	72,309
10	69,400	72,016	74,991
11	72,082	74,698	77,673
	10x2682	10x2682	10x2682

(5)(c) Salary Grid

CERTIFICATED SALARIES

September 1, 2006 - August 31, 2007

Years of Teaching Education

Years of Teaching Experience	4	5	6
0	46,439	49,123	52,175
1	49,191	51,875	54,927
2	51,943	54,627	57,679
3	54,695	57,379	60,431
4	57,447	60,131	63,183
5&6	60,199	62,883	65,935
7	62,951	65,635	68,687
8	65,703	68,387	71,439
9	68,455	71,139	74,191
10	71,207	73,891	76,943
11	73,959	76,643	79,695
	10x2752	10x2752	10x2752

(5)(d) Salary Grid

CERTIFICATED SALARIES
September 1, 2007 – August 31, 2008

<u>Years of Teaching Experience</u>	<u>Years of Teaching Education</u>		
	4	5	6
0	47,832	50,597	53,740
1	50,667	53,432	56,575
2	53,502	56,267	59,410
3	56,337	59,102	62,245
4	59,172	61,937	65,080
5	62,007	64,772	67,915
6&7	64,842	67,607	70,750
8	67,677	70,442	73,585
9	70,512	73,277	76,420
10	73,347	76,112	79,255
11	76,182	78,947	82,090
	10x2835	10x2835	10x2835

(5)(e) Salary Grid

CERTIFICATED SALARIES
September 1, 2008 – August 31, 2009

<u>Years of Teaching Experience</u>	<u>Years of Teaching Education</u>		
	4	5	6
0	49,999	52,889	56,174
1	52,962	55,852	59,137
2	55,925	58,815	62,100
3	58,888	61,778	65,063
4	61,851	64,741	68,026
5	64,814	67,704	70,989
6	67,777	70,667	73,952
7&8	70,740	73,630	76,915
9	73,703	76,593	79,878
10	76,666	79,556	82,841
11	79,629	82,519	85,804
	10x2963	10x2963	10x2963

(5)(f) Salary Grid

CERTIFICATED SALARIES
September 1, 2009 – August 31, 2010

Years of Teaching Experience	<u>Years of Teaching Education</u>		
	4	5	6
0	52,994	56,057	59,539
1	56,135	59,198	62,680
2	59,276	62,339	65,821
3	62,417	65,480	68,962
4	65,558	68,621	72,103
5	68,699	71,762	75,244
6	71,840	74,903	78,385
7	74,981	78,044	81,526
8&9	78,122	81,185	84,667
10	81,263	84,326	87,808
11	84,404	87,467	90,949
	10x3141	10x3141	10x3141

For the school years 2009/2010 to 2011/2012, salary grid adjustments will be as follows:

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

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

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

The Alberta Average Weekly Earnings* Index (AAWEI) percentage increase for September 1, 2011 will be calculated by comparing the average of earnings for Alberta for January 1, 2010 to December 31, 2010 to the average of earnings for Alberta for

January 1, 2009 to December 31, 2009, and then applied to the salary grid in effect on August 31, 2011.

Note: If the AAWEI calculation results in a negative number, the current salary grid in effect at the time shall continue in effect for the subsequent school year.

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

ARTICLE 4 - Additional Allowances

- (1) In addition to the basic salary rate, there shall be paid Administration Allowances in accordance with the following schedule:
- (2) A teacher who has successfully completed the Certificate in Theological Studies, the Certificate of Religious Education program, the Certificate in Catholic School Administration, or the Graduate Diploma in Religious Education, as recognized by The Board, will be paid an additional \$1,050 per year, provided that these courses are not recognized by Teacher Qualification Services for grid placement.
- (3) Principals - the basis for principals' allowance shall be the number of students registered, inclusive of students enrolled in Early Childhood Services classes, at the school on September 30 of each school year.

First 100 students or less - 24.5% of minimum salary rate for four years of teacher education.

101-300 students - .06% of minimum salary rate for four years of teacher education per student.

301+ students - .04% of minimum salary rate for four years of teacher education per student.

Notwithstanding, no principal shall receive an allowance which is less than the highest vice-principal's allowance plus 1%.
- (4) Vice-principals - A vice-principal shall be appointed in schools with a student population of 350 or greater. The vice-principal shall have a minimum of 50% time free for administrative duties. The vice-principal shall be paid at 50% of the principal's allowance.
- (5) Assistant Principals - The Board may appoint an assistant principal in schools where such a position is deemed necessary by The Board. The assistant

principal shall have a minimum of 25% time free for administrative duties. The assistant principal shall be paid at 25% of the principal's allowance.

- (6) Where a major shift occurs, lasting at least a calendar month, the administrative allowance of the principals involved shall be adjusted upwards or downwards to reflect the new student count. A major shift is 15%. Such adjustments are effective in the calendar month following the shift. The total principal package shall remain the same.
- (7) The Principal of a school shall designate one (two) staff member(s) to be Relief Principal(s). The Relief Principal(s) will assume the authority and responsibility of the Principal in the absence of the Principal, Vice-Principal and Assistant Principal. The Relief Principal will be paid 10% of the Principal's allowance in a school that has neither a Vice-Principal nor an Assistant Principal. The Relief Principal will be paid 2.45% of minimum salary rate for four years of teacher education in a school that has either a Vice-Principal or an Assistant Principal. If two staff members have been designated as Relief Principal, the allowance will be split equally between the two. In addition, for functioning in this capacity for an extended time, 1/200 of the Principal's allowance will be paid for each day in excess of twenty accumulated days in a school year.
- (8) The provisions of Article 4 shall apply to part-time teachers on a pro-rata basis as specified in Article 1(3).
- (9) Coordinators - The Board may appoint coordinators for the Division where such positions are deemed necessary by The Board. The coordinators shall be paid a salary equal to their grid placement plus 37.54% of the average principal's allowance annually. Current coordinators are as follows:
 - i) Coordinator of Planning
 - ii) Coordinator of Faith Development
 - iii) Coordinator of Curriculum
 - iv) Coordinator of Special Education
- (10) Director of Special Education – The Board may appoint a Director of Special Education. The Director of Special Education shall be paid a salary equal to his/her grid placement plus 70% of the average principal's allowance annually.
- (11) Department Heads – A teacher designated by The Board to be a Department Head shall be paid an allowance equivalent to 14.29% of the average principal's allowance as determined on September 30 of the school year. If the teacher's full-time equivalency (FTE) is less than 1.0, their allowance will be calculated by multiplying their FTE by the allowance.
- (12) New Designations/Allowances – Any new position/classification not specified in the Collective Agreement, to which a teacher will be designated and an

allowance paid, shall have the allowance for the new position determined through negotiation with the Negotiating Subcommittees of The Board and the Alberta Teachers' Association. This process shall occur prior to the creation, advertisement, and filling of said position. New positions/classifications are identified as any other than the following: principal, vice-principal, assistant principal, coordinators, Division Principal, Director of Special Education and Department Heads.

- (13) Effective February 1, 2008, when a teacher attends professional development activities outside the set Division calendar period or during earned lieu time, when these duties have been assigned, an equivalent amount of time will be given in sub days to be used for that teacher's personal professional development. This time does not include after school PD sessions or associated Saturday conference time.

If the request for professional development comes from the Board, then it will be the Board's responsibility to pay for the reimbursed sub time. If the request is that of the school, it will be the school's responsibility to pay for the reimbursed sub time.

ARTICLE 5 - Teaching Experience

- (1) A teacher that has been employed with The Board under a temporary, interim, probationary, or continuous contract and who provides active teacher service with The Board for a minimum of 120 full-time equivalent teaching days shall be eligible for one teaching experience increment. When the 120-day requirement has been met, the teacher will then start over in their accumulation of credit towards another increment. A teacher will not receive more than one increment per twelve calendar months. Substitute teaching with The Board shall be counted as teaching experience, provided that the 120 full-time equivalent teaching days are accumulated within the last three-year period in relation to the date of the current Collective Agreement.
- (2) A teacher entering the employ of The Board shall be granted teaching experience increments in accordance with 5(1) above. The parties agree that previous teaching experience in a home schooling, post-secondary institution, or substitute teaching with another board shall not count as teaching experience for salary purposes.
- (3) The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, February 1st, or on commencement of employment.
- (4) No teacher shall receive increments for experience gained while not holding a valid teaching certificate or letter of authority.

- (5) a) The onus of substantiating previous teaching experience rests with the teacher.
- b) Proof of previous experience, or proof of having applied for same, must be submitted to The Board within 45 calendar days of commencement of employment.
- c) If such evidence as referred to in Clause (b) is submitted within the forty-five (45) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment, whichever is applicable. If such evidence is not submitted within the aforementioned forty-five (45) 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 category according to years of university education, and salary shall be adjusted effective the beginning of the month following submission of such evidence.

ARTICLE 6 - Vocational Education Teachers

- (1) At the time of hiring, The Board or its agents, in consultation with the A.T.A. or its agent, may place a teacher at any step of experience or education on the salary grid provided that:
- a) This original placement is justified on the basis of trades or other specialized training and/or experience in business, trade, or industry.
- b) Advancement after original placement will be on the basis of professional training under Article 7 and teaching experience under Article 5.
- b) Training – one year education on grid for journeyman certificate or diploma related to their teaching assignment on original placement. Second ticket \$1,000/year.
- Experience – (1) one year for each year of vocational experience up to maximum of 4 years.
 (2) one year for every two years after that.
 (3) Both (1) and (2) only if valid journeyman or diploma.

ARTICLE 7 - Teacher Education

- (1) The evaluation of teacher education for salary purposes shall be determined by a Statement of Qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, the Alberta School Trustees' Association and the Alberta Teachers' Association.

- (2) Adjustment dates for changes in the grid placement shall be September 1 and January 1 for the full years of teacher education completed by August 31 and December 31 respectively.
- (3) Each teacher commencing employment with The Board shall supply satisfactory evidence of teacher education or proof of having applied for same to The Board within 45 calendar days from the date of commencement of employment. Each teacher claiming additional teacher education shall supply satisfactory evidence of the increase in teacher education within 45 calendar days of receipt of proof of completion of the courses from the Educational Institution in which they were enrolled. If satisfactory evidence is not submitted within 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence or proof of having applied for same. Should the teacher supply the required proof as described above, their salary will be adjusted retroactively.
- (4) Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.
- (5)
 - a) In the event of an appeal or request for re-evaluation by a teacher of an aforementioned T.Q.S. evaluation, salary will be adjusted to the appropriate grid step in Schedule I as determined by the years of education recognized as a result of the appeal and years of teaching experience determined as per Article 5, retroactively to the date of the evaluation which is being appealed or re-evaluated, providing such action is initiated by the teacher within fifteen (15) calendar days of the date of said T.Q.S. evaluation. Written proof of such an action by the teacher is required by The Board to substantiate a claim under these provisions.
 - b) If an appeal or re-evaluation is not launched by a teacher within the said fifteen (15) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher.

ARTICLE 8 - Substitute Teacher

- (1) A substitute teacher shall be paid at the following rates:
 \$151.54 per day, and \$83.35 per half day, effective September 1, 2004;
 \$155.48 per day, and \$85.52 per half day, effective September 1, 2005;
 \$159.52 per day, and \$87.74 per half day, effective September 1, 2006;
 \$164.30 per day, and \$90.37 per half day, effective September 1, 2007;
 \$173.00 per day, and \$95.16 per half day, effective September 1, 2008;
 \$182.02 per day, and \$100.12 per half day, effective September 1, 2009.

Effective September 1, 2009 to September 1, 2011, increase all dollar amounts by the same increases on the same dates as the salary grid.

These rates are inclusive of a vacation pay allowance in accordance with the Employment Standards Code.

- (2) After five consecutive substitute teaching days in the same position, a substitute shall be paid 1/200 of his/her grid position effective the 6th day and every consecutive day thereafter.

Effective February 1, 2008, after two consecutive substitute teaching days in the same position, a substitute shall be paid 1/200 of his/her grid position effective the third day and every consecutive day thereafter.

- (3) When a teacher is absent, a certificated substitute teacher will be hired to replace the teacher whenever possible. The Board will establish a system to reward teachers who substitute internally when the Board is unable to book a substitute for the absent teacher.

ARTICLE 9 - Sick Leave

- (1) Sick Leave Benefits are sponsored by the Board, and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.
- (2) a) In the first year of service with the Board, a teacher shall be credited with twenty (20) days sick leave at the beginning of the school year.
- b) During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability, for 90 calendar days.
- c) A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, and upon presentation of a medical certificate, be entitled to an additional sick leave benefit of 90 calendar days.
- d) For the purpose of this Agreement, an interrupted sick leave for the same illness shall be counted as one illness.
- e) Should the Board request a teacher to undergo a medical examination by a physician named by the Board, the Board will reimburse the teacher for the expenses incurred for such medical examination.
- (3) Before any payment is made under the foregoing provisions, the teacher shall provide:

a) A statement, in a form approved by the Board, signed by the teacher substantiating any absence.

At the request of the Board, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.

- (4) a) Teachers shall be eligible for sick leave from the onset of injury, illness or disability to the extent of sick leave credited to them or for 90 consecutive calendar days, whichever is less.
 - b) When a teacher is eligible for extended disability benefits contained elsewhere in the Agreement, the provisions for sick leave shall be suspended.
- (5) Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave, or complications arising out of a pregnancy) without pay, or while on strike.
- (6) In the event that a teacher wrongfully claims Sick Leave Benefits, or abuses the privileges, he/she shall be considered absent without leave.
- (7) The provision of this article shall apply to part-time teachers on a pro-rated basis as specified in Article 1(3).
- (8) A teacher shall be entitled to use four days of accumulated sick leave per year for the illness of a child, spouse or household member.

ARTICLE 10 - Educational Subsidy Program

- (1) The Board will commit ½ of 1% of the previous year's total instructional salary expenditures as gathered in Account 210 of the Board's Classification of Accounts for the purpose of implementing the Educational Subsidy Program.
- (2) The Board will pay 75% of costs incurred for tuition fees and text books, to a teacher for successfully completed Alberta courses approved by The Board.
- (3) For non-Alberta courses, the reimbursement will be 75% of the cost of the course (tuition fees and books) or 75% of the equivalent cost of an Alberta undergraduate or graduate course, whichever is least.
- (4) The first priority will be given to teachers applying to take courses pertinent to their role as a teacher in the Division. The second priority will be given to university courses aimed at meeting the requirements of post-graduate certificate or degree.

- (5) Application must be made in writing to the Superintendent of Schools or designate before enrollment.
- (6) The subsidy will be paid upon proof of successful completion and presentation of documents relating to the cost of the course.
- (7) The teacher shall return to the Board any subsidies received should he or she fail to work out the remainder of the school year.
- (8) Any unused Educational Subsidy monies in any year shall accumulate as an Educational Subsidy Surplus Fund to a maximum of 2% of the previous year's total instructional salaries, as in Article 10(1) above. Should the Board receive requests that exceed the amount of allocation in Article 10(1), a portion of the Educational Subsidy Surplus Fund may be re-allocated to the Education Subsidy Program as described in Article 10(1). This re-allocation is subject to approval of ATA Local No. 80 Council of School Representatives.
- (9) The Board will pay an applicant approved by the Board, from the Educational Subsidy Surplus Fund, for the purpose of upgrading educational qualifications. Payment under this clause shall be granted at the rate of 65%, or as otherwise mutually agreed between the teacher and the Board, of the annual grid salary for the year which leave is granted, based on the average full-time equivalency of the teacher during the five years prior to the year of leave, payable at the rate of 1/12 of the leave allowance so determined, for each month of leave, with payments to commence on the last day of the first calendar month of the leave. A.H.C. and A.S.E.B.P. privileges will remain in effect during the leave, however, will be paid by the teacher during the sabbatical.

When professional improvement leave is granted for periods of less than a full year, payments under this clause shall be at the rate of 65%, or as otherwise mutually agreed between the teacher and The Board, of annual grid salary for the year in which leave is granted, computed for the number of teaching days on leave in ratio to 200, payable in equal monthly installments, for each month of leave, with payments to commence on the last day of the first calendar month of the leave.

A teacher receiving benefits under this clause shall not be eligible to receive benefits under Clause 10(2). A teacher who taught with The Board for less than five (5) years shall not be eligible for benefits under this clause.

Application for leave under this clause shall be submitted prior to March 1 for leave commencing September 1, and June 1 for leave commencing January 1.

Each application for leave shall be considered on its own merits by The Board and the applicant(s) must be notified of the Board's decision within 30 days of the above submission dates.

A teacher who is granted leave shall, upon his/her return, be given a position no less favourable than the one he/she had before the leave, and experience increment will be allowed.

A teacher who is granted leave shall agree in writing to serve The Board for a period of not less than one year for each semester taken.

ARTICLE 11 – Benefit Plan

- (1) The Board shall make available group insurance to its employees, and employee participation shall be a condition of employment.
- (2) The Board shall subscribe to the insurance policies made available by the Alberta School Employee Benefit Plan (A.S.E.B.P.).
- (3)
 - a) The Board shall make available to its employees participation in the Alberta Health Care Insurance Plan, and the Extended Health Care Benefit Plan of A.S.E.B.P. Only those employees insured in similar plans by their spouses may be exempted from participation.
 - b) The Board will make available participation in A.S.E.B.P. Dental Plan 3. Participation in this plan shall become a condition at commencement of employment after October 1, 1983, unless covered by a spousal plan.
- (4) The Board shall pay 100% of the premiums of A.S.E.B.P., Schedule II Life Insurance, of the Extended Health Care Benefit Plan I, of the Alberta Health Care Insurance Plans, of the Extended Disability portion of A.S.E.B.P. Plan D., and of A.S.E.B.P. Dental Care Plan 3. It is understood that the payment of premiums of the aforementioned benefit plans shall permit the Board to retain and not pass on to teachers any rebate of premiums otherwise required under E.I. Regulations. Should Alberta Health Care premium costs (currently \$44.00 single and \$88.00 per family per month) be reduced during the term of this agreement, 25% of the Alberta Health Care premium dollar savings shall be added to the Health Spending Account of each teacher. Effective February 1, 2008, the Board shall contribute an additional \$35 per month per teacher to the current contribution to the Health Spending Account.
- (5) The Board will contribute annually to an individual Health Spending Account (through ASEBP) for each teacher:
 - .71% of Category IV Max Salary effective September 1, 2004
 - .92% of Category IV Max Salary effective September 1, 2005
 - 1.10% of Category IV Max Salary effective September 1, 2006.
- (6) Notwithstanding sections (1) through (5), a teacher employed under a contract by the Board that is in receipt of ATRF pension, will receive reimbursement for the costs of their ASEBP retirement benefit plan.

- (7) When a teacher on continuous contract leaves the employ of The Board on June 30, payment of benefits in July and August will continue in accordance with Clause 11(4).

ARTICLE 12 - Grievance and Arbitration

- (1) A grievance is defined as any difference between an employee covered by this agreement and The Board, or as in the proper case between the A.T.A. and The Board concerning the interpretation, application, operation or alleged violation of this agreement. All grievances, including any dispute as to whether the difference is arbitrable, shall be dealt with as follows without stoppage of work or refusal to perform work:
- (2) If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.
- (3) The time limits specified in this article shall not include Saturdays, Sundays and other holidays. Although time is of the essence, the time limits may be extended by the consent of both parties in writing.
- (4) The grievance shall be in writing and must include a statement of the following:
- a) The name(s) of the aggrieved;
 - b) The nature of the grievance and the circumstances which gave rise to the grievance;
 - c) The remedy or correction The Board is requested to make;
 - d) The section(s) where the agreement is claimed to be violated.
- (5) An earnest effort shall be made to settle a grievance in the manner hereinafter described:

STEP 1 - The written grievance shall be promptly submitted to the Superintendent of The Board and to the secretary of the A.T.A. local as the case may be, within twenty (20) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is the later.

A Board grievance may be filed in writing within ten (10) days of the event giving rise to same and shall be submitted to the A.T.A. Local EPC Chair.

The Superintendent shall meet with the grievor who may appear with or without a representative within ten (10) days of the receipt of the grievance in

order to resolve the dispute, and the Superintendent shall render his decision in writing within five (5) days of the aforementioned meeting.

STEP 2 - Failing satisfactory settlement, and within ten (10) days after the Superintendent's response in Step 1, the written grievance may be submitted to an interpretation committee, which shall be comprised of two (2) members of The Board, and two (2) members of the Alberta Teachers' Association. The committee shall meet the grievor within ten (10) days following the receipt of the grievance, and shall endeavor to resolve the dispute, and shall render its decision within ten (10) days of the meeting.

If the interpretation committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.

STEP 3 - In the event the interpretation committee does not meet within the time prescribed in Step 2, or in the event the said committee does not reach a unanimous decision, the grievance may be processed by either of the parties to Arbitration as hereinafter provided.

- (6) The party seeking arbitration may, within ten (10) days of the date of being advised that the interpretation committee failed to resolve the dispute, or that the committee failed to meet as provided, request the formation of a Board of Arbitration by notifying the other party in writing by registered mail, of its desire to arbitrate, and at the same time, shall submit the name of the person nominated by them to be their appointee on the Arbitration Board.
- (7) Within five (5) days the party receiving the above notice shall notify the above appointee and the other party of its appointee to The Board. If the party receiving the notice fails to make an appointment, the other party may request the Director of Mediation Services to make the necessary appointment.
- (8) The two (2) appointees so selected shall, within a period of five (5) days, select a third person to act as Chairman. If the appointees fail to agree on a third person to act as Chairman within five (5) days, the appointment shall be made by the Director of Mediation Services upon the request of either party.
- (9) The Arbitration Board shall determine its own procedures, but shall give full opportunity to all parties to present evidence and to be heard.
- (10) The Arbitration Board shall conduct its hearings as soon as possible following the appointment of the Chairman. The written Award of the Arbitration Board shall be given to the parties as soon as possible following completion of the hearing.
- (11) The decision of The Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of The Board members is

the Award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of The Board.

- (12) The Arbitration Board:
- a) Shall not have power to alter or amend or modify the provisions of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement;
 - b) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
 - c) Is limited in its jurisdiction to determine upon only those matters specifically raised in the grievance;
 - d) Shall not entertain any matter submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.
- (13) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.

ARTICLE 13 - Policy Advisory Committee

- (1) Both parties to this Collective Agreement agree to establish a Policy Advisory Committee consisting of the following membership:
- a) Three (3) teachers employed by the Red Deer Catholic Regional Division No. 39;
 - b) Two (2) Trustees;
 - c) The Superintendent of Schools.

The Board agrees to consult with the Policy Advisory Committee on proposed changes, which directly affect teachers, to the Policy Manual prior to implementing such changes.

- (2) No more than one (1) Trustee sitting on The Board's Negotiating Committee and no more than one (1) teacher sitting on the Association's Economic Policy Committee may sit on the Policy Advisory Committee.

ARTICLE 14 - General

- (1) Nothing herein shall reduce the salary of a teacher below the amount payable immediately prior to the effective date of this Agreement.

This clause shall be suspended for the term of this agreement.

- (2) Noon hour supervision shall be the responsibility of each individual school. Each school shall have the right to hire personnel to perform noon hour supervision. Notwithstanding, all teachers shall have a ½ hour duty-free lunch break each day.
- (3) Prior to the establishment of the school year, the Board will submit a draft of the proposed school year calendar to the Policy Advisory Committee for their input and recommendations.
- (4) It is recognized that parent/teacher conferences may be scheduled after 4:00 p.m. When a teacher participates in scheduled conferences after 4:00 p.m., an amount of time free of duties equal to that scheduled, to a maximum of one school day for each set of parent/teacher conferences, shall be provided to the teacher on the day following the scheduled parent/teacher conferences.
- (5) A teacher on a continuous full-time contract who volunteers for a part-time assignment shall, at the commencement of the subsequent school year, revert back to a full-time assignment (1.0 FTE) unless, prior to April 1, the teacher requests and receives a continuous part-time assignment. The teacher will be required to sign a continuous part-time contract at this time.
- (6) Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus .2 FTE without mutual consent of both parties.

ARTICLE 15 - Leaves of Absence

- (1) The Board may grant additional leaves not covered elsewhere in this agreement with pay and benefits, without pay and benefits, or without pay and with benefits.
- (2) For personal reasons, a teacher may inform the Superintendent, in writing, preferably one week in advance, of the personal leave days to be taken, to a maximum of two days per year. Such leave is contingent upon the availability of a substitute teacher. One unused day may be accumulated and carried forward to allow a teacher three days for personal leave per year. The provisions of this article shall apply to part-time teachers on a pro-rata basis as specified in Article 1(3).

Effective February 1, 2008, for personal reasons, a teacher may inform the Superintendent, in writing, preferably one week in advance, of the personal leave days to be taken, to a maximum of two days per year. The first day shall be at no cost to the teacher. One unused day may be accumulated and carried forward to allow a teacher three days for personal leave per year. Only one

day each year shall be at no cost to the teacher. The provisions of this article shall apply to part-time teachers on a pro-rata basis as specified in Article 1(3).

No reasons need be provided under this clause.

In case of emergency, application may be made to the Superintendent by phone, with confirmation in writing later.

Under this clause, deductions will be made from the teacher's salary to cover the cost of a substitute teacher for the day, or days, in question. Such deduction(s) will be made from the salary of any school based professional personnel, whether or not a substitute teacher is required.

a) Effective February 1, 2008, such leave shall be granted pending availability of substitute teacher at the time of request.

(3) a) Teachers shall be entitled to the provisions of Maternity Leave (15 weeks) and Parental Leave (37 weeks) as outlined in the Employment Standards Code. The Board will make available the combined leave provisions for adoption (52 weeks).

b) When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one of the following options:

(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.

(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 (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.

(a) The Board shall implement and maintain a Supplementary Unemployment Benefit (SUB) Plan, which shall provide teachers on maternity leave with 95 percent of their weekly salary under the SUB Plan during 13 weeks of leave. The Board shall pay the portion of the teacher's benefit plan premiums specified in Article 11 of the Collective Agreement for the 13-week period.

(b) The teacher may access sick leave entitlement with pay as specified in Clause 9(4) of the Collective Agreement for the period of sickness or disability.

- c) The teacher will be eligible to apply, and shall apply for, extended disability benefits should the illness-related absence due to pregnancy extend beyond the 13-week period.
 - d) The Board shall implement and maintain a Supplementary Unemployment Benefit (SUB) Plan, which shall provide teachers on adoption leave with 95 percent of their weekly salary under the SUB Plan during 13 weeks of leave. The Board shall pay the portion of the teacher's benefit plan premiums specified in Article 11 of the Collective Agreement for the 13-week period.
- (4) A teacher is entitled to a maximum of five teaching days for each occurrence because of critical illness and a maximum of five teaching days due to the death of a spouse, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher's household, and up to three teaching days to attend the funeral of aunts or uncles of the teacher or spouse or nieces or nephews of the teacher or spouse or close personal friends.
 - (5) Effective February 1, 2008, the Superintendent or designate may grant a leave of absence with pay and benefits where a teacher is prevented from traveling from the teacher's usual place of residence to work because of impassable roads due to inclement weather. Impassable roads mean roads temporarily closed by municipal or provincial authorities or, a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work.
 - (6) Effective September 1, 2007, each teacher is entitled to two days of parental leave to attend to the birth or adoption of their child at no cost to the teacher.

ARTICLE 16 - Job Sharing

- (1) Where two or more teachers wish to share one full-time teaching position, they may apply to The Board for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.
- (2) A shared job assignment may be granted by The Board in accordance with the following terms.
 - a) The proportion of a full-time position taught by each teacher shall be mutually decided by the teachers and must be agreeable to The Board.
 - b) Notwithstanding any other clause in this agreement, the cost of premiums for benefits for which the teachers are eligible under the terms of this agreement (Article 11) shall be shared between each teacher and The Board.

The Board shall be responsible for the proportion of benefit costs equal to the proportion of the full-time position taught by each teacher. Where a teacher has a job share and part-time position, benefits shall be pro-rated based on the total full-time equivalency.

c) On approval of the application of the teachers, The Board shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise The Board that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

ARTICLE 17 - Involuntary Transfer

- (1) A Board requiring a teacher to transfer to another school exceeding a distance of 55 km. from Montfort Centre shall pay the reasonable moving expenses necessarily incurred by his/her family as a result of such transfer, providing such transfer requires a change of residence.
- (2) Where the Board initiates the transfer of an administrator or an adjustment of school attendance areas, his/her salary will be red circled for three years. The administrator will receive the higher: his/her current salary frozen at the June 30 rate; or the salary of the school he/she has been designated to. After the three-year period, the administrator's salary will be governed by Article 4 of this Agreement.

ARTICLE 18 – Payment for Teachers in Year-Round Education

- (1) Year-Round Education means the organization of a school in which students are provided with instruction for a maximum of 200 days as per the School Act. The school year shall be divided into four instructional periods of approximate equal duration, separated by vacation or intercessional periods.
- (2) The Year-Round Education school year shall begin on or about August 1, and end on or about June 30.
- (3) For teachers teaching in a Year-Round Education program, their annual salary shall be computed on the same basis as all teachers covered by the collective agreement.
- (4) For those teachers in a Year-Round Education program, employed by the board or with another school jurisdiction in Alberta prior to their start of teaching in the Year-Round Education program, their salary will be paid in twelve equal monthly installments for the months of September to August in any given year.
- (5) For those teachers, teaching in a Year-Round Education program, new to the teaching profession in Alberta, their salary will be paid in one of two ways:

- i) Salary and benefits shall be paid in twelve equal installments from August to July in each year;
 - ii) Salary and benefits will be paid in twelve equal installments from September to August in each year. An advance is available in the month of August in the first year of employment with the board and will be recouped equally from the September, October and November cheques. Teachers will be eligible for benefit coverage effective August 1 in the year of employment with the board.
- (6) The vacation or intercession periods shall be deemed as non-instructional periods for teachers assigned to the Year-Round Education program.

ARTICLE 19 – Administrator Lieu Time

- (1) In recognition of the administrative responsibilities and time commitments required of principals and vice-principals, it is acknowledged that a degree of flexibility should exist with respect to the work schedules of school based administrators.
- (2) Principals shall be eligible to be absent from duty for two operational days during each school year, and vice-principals shall be eligible to be absent from duty for one operational day during each school year.

Effective February 1, 2008, principals shall be eligible to be absent from duty for two operational days during each school year, and vice-principals shall be eligible to be absent from duty for two operational days during each school year. Such lieu time shall be at no cost to the administrator.
- (3) These absences will be with full salary and benefits. These absences require the notification and approval of the Superintendent of Schools.

ARTICLE 20 – ATA President Lieu Time

Subject to operational requirements and the approval of the Superintendent, a teacher who is elected president of Local 80 shall be granted a 0.2 FTE release time for one year without pay, and the Local shall reimburse this cost to the Board, with no cost to the Board.

ARTICLE 21 – Professional Development

- (1) Effective September 1, 2005, the Board will allocate an amount of \$500.00 per teacher per year for personal professional development. The \$500.00 per year can be accumulated to a maximum of \$1,000.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.

- a) Effective September 1, 2008, the Board will allocate an amount of \$500 per teacher per year for personal professional development. The \$500 per year can be accumulated to a maximum of \$1,500. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.
- (2) A teacher's absence for any professional development activity will not exceed two teacher days per year, unless approved by the teacher's principal. The professional development activity shall adhere to the goals of the Division Professional Development Plan.

ARTICLE 22 - Date of Agreement

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

IN WITNESS WHEREOF the parties have executed this agreement this

8th day of January, 2008.

THE ALBERTA TEACHERS'
ASSOCIATION NO. 80

RED DEER CATHOLIC REGIONAL
DIVISION NO. 39

(Chair)

Coordinator, Teacher Welfare

I, R. Steeves, Secretary-Treasurer of the Red Deer Catholic Regional Division No. 39, certify that the foregoing agreement was ratified and adopted by resolution of the Board, at a duly constituted meeting thereof, held on the 8th day of January, 2008, and that the Chair was then authorized to execute it on behalf of the Board under its seal.

DATED THIS 8th day of January, 2008.

Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

THE RED DEER CATHOLIC REGIONAL DIVISION NO. 39

AND

THE ALBERTA TEACHERS' ASSOCIATION LOCAL NO. 80

(1) Instructional Time

- a) A teacher will not be assigned instructional duties in excess of 906 hours per year.
- b) The 906 hours has been agreed to in the context of the 2004-05 instructional hour requirement of Alberta Education. If this requirement changes, the Board and A.T.A. agree to revisit this Letter of Understanding.

(2) Extra-Curricular Activities

- a) Extra-curricular activities are a beneficial aspect of school life to both the teacher and the student.
- b) It is recognized that there are circumstances in a teacher's life that may exclude them from participation in extra-curricular activities.

This Letter of Understanding is in effect for the term September 1, 2004 to August 31, 2009.

Signed this 4th day of February, 2005.

RED DEER LOCAL NO. 80
OF THE ALBERTA TEACHERS'
ASSOCIATION

RED DEER CATHOLIC REGIONAL
DIVISION NO. 39

EPC Chair

Board Representative

NSC Chair

Board Representative

LETTER OF UNDERSTANDING

BETWEEN

THE RED DEER CATHOLIC REGIONAL DIVISION NO. 39

AND

THE ALBERTA TEACHERS' ASSOCIATION LOCAL NO. 80

Classroom Learning Conditions and Pupil Teacher Ratio

The Board of Trustees of the Red Deer Catholic Regional Division No. 39 has been and continues to be committed to providing the best possible learning conditions for its students. The Board and its teachers acknowledge and recognize that lower class size (lower learning group size) play a significant role in the establishment of optimal teaching and learning environments.

The Board has dedicated instructional funding to address classroom sizes. This was achieved through increasing the complement of teachers in the Division. This initiative resulted in an increase of Full-Time Equivalent (FTE) teachers from 265.09 to 283.85 and a reduction in the Division Pupil Teacher Ratio (PTR) from 17.53:1 in 2000/2001 to 17.33:1 in 2001/2002. The result was an overall decrease in class size within the system, especially in K-3 grades. Furthermore, the Board continues to be committed to make a reasonable effort, given resources to:

- i) Maintain the current Pupil Teacher Ratio for grades K-3; and
- ii) Sustain or reduce the Division PTR.

Signed this 4th day of February, 2002.

RED DEER LOCAL NO. 80
OF THE ALBERTA TEACHERS'
ASSOCIATION

RED DEER CATHOLIC
REGIONAL DIVISION NO. 39

EPC Chair

Board Representative

NSC Chair

Board Representative