

COLLECTIVE AGREEMENT

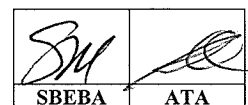
BETWEEN

THE SCHOOL BOARDS EMPLOYER BARGAINING AUTHORITY

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2007 TO AUGUST 31, 2012



This collective agreement made in quintuplicate, this 23 day of JUNE, 2008 pursuant to the *School Act* and the *Alberta Labour Relations Code*:

BETWEEN

THE SCHOOL BOARDS EMPLOYER BARGAINING AUTHORITY ("the SBEBA")  
An employers' organization acting on behalf of  
The Christ the Redeemer Catholic Separate Regional Division No. 3  
(hereinafter called "the Member Employer")

OF THE FIRST PART

AND

THE ALBERTA TEACHERS' ASSOCIATION  
A body corporate, incorporated under the laws of the Province of Alberta,  
(hereinafter called "the Association")

OF THE SECOND PART

**WHEREAS** the Association is the duly certified bargaining agent for the teachers employed by the Member Employer; and,

**WHEREAS** this agreement will affirm the spiritual, professional and individual dignity of each and every employee; and



**WHEREAS** salaries and other terms and conditions of employment of the teachers have been the subject of negotiations between the parties; and

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

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual and other covenants herein contained the parties agree as follows:

**1. BARGAINING UNIT**

1.1 The Member Employer recognizes the Association as the sole bargaining agent in regard to salaries and other conditions of employment for all teachers employed by the Member Employer, pursuant to the *School Act, 2000*, as amended from time to time, with the exception of:

	
SBEBA	ATA

Superintendent  
Deputy Superintendent

Associate Superintendents  
Central Office Personnel

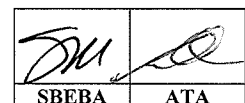
## 2. TERM

- 2.1 Unless otherwise specified, this agreement shall have effect from September 1, 2007 to August 31, 2012.
- 2.2 Either party may give to the other not less than sixty (60) days nor more than one hundred and fifty (150) days prior to the termination of the Agreement, a notice in writing of its intention to commence collective bargaining with a view to arriving at a new agreement. At the first meeting between the parties following such notice, the parties shall exchange all particulars of the amendments they seek. Negotiations shall be limited to the items in the two lists, except by mutual agreement.
- 2.3 Notwithstanding the termination date of this agreement, if notice has been given to commence 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 as per the *Labour Relations Code*, whichever comes first.
- 2.4 If neither party submits notice as per clause 2.2, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 2.2.

## 3. SALARY SCHEDULE, PAYMENT OF SALARIES AND RESPONSIBILITY ALLOWANCES

- 3.1 All sums outlined in this article are "per annum" unless specifically stated otherwise.
- 3.2 *The following salary increases shall be provided in accordance with the Memorandum of Agreement between the Government of Alberta and the Alberta Teachers' Association of November 15, 2007.*

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



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

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

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

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

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

**Note:** If the AAWE 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).

The amount of university education and length of teacher experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Member Employer. The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as follows:

Effective September 1, 2007

Years of Teaching Experience	Years of Education			
	Three	Four	Five	Six
0	42,362	48,404	51,051	54,228
1	44,054	51,258	53,910	57,083
2	45,745	54,118	56,766	59,941
3	47,436	56,973	59,622	62,796
4	49,127	59,827	62,479	65,651
5/6	50,813	62,687	65,334	68,509
7	52,506	65,543	68,192	71,367
8	54,198	68,398	71,046	74,222
9	55,889	71,255	73,906	77,078
10	57,581	74,111	76,761	79,933
11		76,968	79,617	82,792

Effective September 1, 2008, Step 7 will become a combined step re-named Step 6/7.

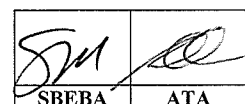
Effective September 1, 2009, Step 8 will become a combined step re-named Step 7/8.

Effective September 1, 2010, Step 9 will become a combined step re-named Step 8/9.

Effective September 1, 2011, Step 10 will become a combined step re-named Step 9/10.

3.3 The monthly salary for each teacher shall be one twelfth (1/12) part of the appropriate annual salary.

3.3.1 Teachers shall be paid on the 25th day of each month, including July and August, or the last teaching day of the month, whichever comes first.



- 3.4 A teacher who is employed to teach on a part-time basis for the full year or a portion thereof shall be paid for that fraction of the annual salary entitlement which corresponds to the fraction of time taught.
- 3.5 The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to salary as a teacher, principals shall be paid an administrative allowance per annum based on the number of pupils enrolled in the principal's school in accordance with the following schedule:

Effective September 1, 2007

1 to 200 pupils	\$62.25
201 to 300 pupils	\$50.24
301 to 400 pupils	\$34.42
401 to 500 pupils	\$19.49
501 to 1000 pupils	\$11.36
Over 1000 pupils	\$8.74

With a minimum of \$12,380 per year.

The student count for a school year is that reported to the Department of Learning for September 30 of that school year. A kindergarten student is to be counted as 0.5 of a student.

- 3.6 Each vice-principal shall receive 50 percent of the principal's allowance.
- 3.6.1 The minimum vice-principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. As a result, and notwithstanding Article 3.6, effective September 1, 2007, no vice principal shall receive an annual allowance per annum of less than \$7,038.
- 3.6.2 When in the absence of the principal the vice principal acts in place of the principal for a period of three or more consecutive school days, the vice principal shall be designated as acting principal effective the third consecutive day and from that date shall be paid as principal for the duration of the designation.
- 3.6.3 (a) In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the second and subsequent consecutive

school days of the designation, with payment to be made each month.

- (b) Effective August 31, 2004, in the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the first and subsequent consecutive school days of the designation, with payment to be made each month.

3.7 In addition to salary as a teacher, a consultant shall be paid an allowance of 3% of the teacher's placement on Basic Salary Grid.

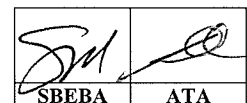
3.8 When the Member Employer chooses to appoint team leaders and the teacher accepts, the person shall be appointed for one year, with the provision for reappointment by mutual consent. The team leader's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to salary as a teacher, effective September 1, 2007, the person shall be paid an allowance of \$1,556.

This allowance shall be provided in two equal installments payable in December and June along with the payment of regular salary. Should two teachers wish to split the duties of a team leader, and should the Superintendent approve, the teachers will split a prorated share of the allowance.

3.9 Vacation service – a teacher who agrees to render service during the summer vacation period, at the written request of the superintendent, shall be paid 1/200 of the teacher's total annual salary (less any allowance) for each full day of work, or 1/400th (less any allowance) of the teacher's total annual salary for each half day of work. Teachers agreeing to teach summer school shall be paid 1/200th of the teacher's total annual salary (less any allowances) for each day of summer school they teach. This clause applies to teachers in receipt of an administrators allowance only when they are asked to do work outside of their role as a school administrator

3.10 All payments to a teacher not previously specified shall require the teacher to notify the E.P.C. by letter of the payment(s).

3.11 In the event that the Member Employer requires a principal or a vice-principal to transfer to another principal or vice-principal position and such transfer results in an administrative allowance that is less than the allowance that the principal or vice-principal currently receives, the Member Employer will maintain the higher allowance payment for three full school years.

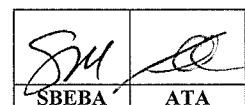


#### 4. **SUBSTITUTE TEACHER**

- 4.1 A substitute teacher means a teacher employed on a day-to-day basis.
- 4.2 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Effective September 1, 2007, certificated substitute teachers shall be paid \$165.83 including vacation pay per day of substitute teaching. The half-day rate for substitute teaching shall be 50% of the daily rate.
- 4.3 Effective upon ratification of the Agreement Substitute teachers shall be paid 1/200th of their grid position effective the third consecutive day in the same assignment.

#### 5. **UNIVERSITY EDUCATION**

- 5.1 The Alberta Teachers' Association Teacher Qualifications Service shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, the Alberta Teachers' Association, and the Alberta School Trustees' Association, dated March 23, 1967.
- 5.2 Each teacher claiming teacher education, and each teacher commencing employment with the Member Employer, shall submit to the Member Employer proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within forty five (45) calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the forty five (45) calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the TQS statement of qualifications.
  - 5.2.1 If satisfactory proof of having applied to TQS is not submitted within the forty five (45) calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.
  - 5.2.2 In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such

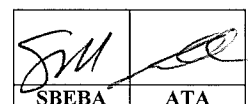


action is initiated by the teacher within forty five (45) calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the Member Employer to substantiate a claim under these provisions.

- 5.2.3 If an appeal or re-evaluation is not launched by a teacher within the said forty five (45) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.
- 5.3 Once a teacher has submitted an evaluation from the Teacher Qualifications Service to the Member Employer, no further evaluation will be necessary unless a teacher is claiming for additional course credits.
- 5.4 Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.
- 5.5 Only one year of education increment shall be granted per school year.

## 6. EXPERIENCE INCREMENTS

- 6.1 A year of teaching experience shall be earned by teachers performing required duties for at least 140 full-time equivalent teaching days in the school term with the Member Employer. Teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within three (3) consecutive year intervals. When a year of teaching experience has been accumulated by part-time teachers, or by a teacher under temporary contract, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year, or February 1, whichever is applicable.
- 6.2 No teacher shall earn more than one experience increment in any one school year.
- 6.3 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.
- 6.4 The Member Employer shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a Board of Trustees of a District or Division Board of



Education as defined in the *School Act*, or by an Early Childhood Services Board operated under the guidelines of Alberta Education.

- 6.4.1 Experience gained in any publicly funded schools in Canada, the United States of America, the Republic of Ireland, and British Commonwealth countries, plus any Catholic schools recognized by the local bishop or operated by a Catholic religious order in full communion with the Church, will be recognized as if it were earned while in the employ of the Member Employer. The Superintendent may also recognize experience from a well recognized international school.
- 6.4.2 The Member Employer may, in its discretion, recognize additional experience.
- 6.5 The onus of substantiating previous teaching experience rests with the teacher.
  - 6.5.1 Proof of previous experience, or proof of having applied for same must be submitted to the Member Employer within forty-five (45) calendar days of commencement of employment or the first (1st) day of school of each school year or February 1st, whichever is applicable.
  - 6.5.2 If such evidence, or proof of having applied for same, is submitted within forty-five (45) calendar days, salary shall be paid according to this experience retroactive to the date of commencement of the school year, or the date of commencement of employment, or February 1, whichever is applicable, upon submission of the actual evidence of previous experience.
  - 6.5.3 If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, and salary shall be adjusted effective the beginning of the month following submission of such evidence.
  - 6.5.4 Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.

## 7. GROUP INSURANCE

7.1 The Member Employer shall effect and maintain:

1. Effective September 1, 2001, Alberta School Employee Benefit Plan (A.S.E.B.P.) providing
  - a) Life, Accidental Death and Dismemberment - Schedule 2
  - b) Extended Disability Benefits - Plan D
  - c) Extended Health Care - Plan 1
  - d) Dental Care - Plan 3
  - e) Vision Care - Plan 3
  
2. Alberta Health Care Insurance (A.H.C.I.)

applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.

7.2 All teachers shall be members of A.S.E.B.P. Extended Disability Benefits Plan D, and Life, Accidental Death and Dismemberment - Schedule 2 as defined in (1) above.

7.3 It is understood that participation in A.S.E.B.P. Extended Health Care Plan 1, Dental Care Plan 3, Vision Care Plan 3, and Alberta Health Care Insurance is not a condition of employment.

7.4 The Member Employer shall pay 92% of each teacher's premiums for the Extended Disability Benefit (Plan D) and the Life, Accidental Death and Dismemberment portions of the Alberta School Employee Benefit Plan.

Effective September 1, 2008 the Member Employer shall pay 94% of the above mentioned premiums.

Effective September 1, 2009 the Member Employer shall pay 95% of the above mentioned premiums.

Effective September 1, 2010 the Member Employer shall pay 97% of the above mentioned premiums.

7.5.1 The Member Employer's share of the cost of premiums for part-time teachers, teaching less than .6 FTE who are eligible, shall be paid in accordance with clause 7.4 on a prorated basis.

7.5.2 The Member Employer shall also pay 92% of each teacher's premiums for the Extended Health Care (Plan 1), Dental Care (Plan 3), Vision Care (Plan 3) of the Alberta School Employee Benefit Plan and Alberta Health Care.

Effective September 1, 2008 the Member Employer shall pay 94% of the above mentioned premiums.

Effective September 1, 2009 the Member Employer shall pay 95% of the above mentioned premiums.

Effective September 1, 2010 the Member Employer shall pay 97% of the above mentioned premiums.

7.6 It is understood that any rebates of Employment Insurance Commission employer premiums shall be retained by the Member Employer.

7.7 Effective August 31, 2004, Member Employer contributions under clauses 7.4 and 7.5.2 will be applied in the following order:

- 1) Extended Health Care
- 2) Dental Care
- 3) Extended Disability
- 4) Vision Care
- 5) Life, Accidental Death and Dismemberment
- 6) Alberta Health Care Insurance

7.8 A health Spending Account of \$40.00 per month per teacher on a full time equivalency basis will be established.

Effective September 1, 2010, the Member Employer will increase Health Spending Account to \$50.00 per month.

## 8. SICK LEAVE

8.1 Sick leave benefits are sponsored by the Member Employer 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.

8.2 (a) In the first year of employment with the Member Employer, the teacher shall be entitled to 20 days of sick leave per year, with entitlement being granted on the first day of employment. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required

shall be made on the last cheque issued to the teacher for the current 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 ninety (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, be entitled to an additional sick leave benefit of ninety (90) calendar days subject to clause 8.2(e).
  - (d) For the purpose of this Agreement, an interrupted illness for the same illness shall be counted as one illness. When a teacher has been absent, the Member Employer may request confirmation from the teacher's doctor that the absence is not due to an illness for which the teacher was previously absent. The Member Employer shall pay any reasonable costs for the information provided the teacher submits the receipt.
  - (e) A teacher who is absent from duties on sick leave may be required, prior to returning to duties, to provide a certificate from a medical practitioner indicating the teacher is medically able to return to the teacher's assignment, provided there is no cost to the teacher.
  - (f) Teachers on health related absence during maternity leave shall accept Supplemental Employment Benefits described in the maternity leave article in lieu of sick leave provided the teacher is eligible for employment insurance benefits.
  - (g) Provisions of the sick leave shall be suspended and the benefits of the A.S.E.B.P. extended disability shall apply where a teacher is so eligible for these A.S.E.B.P. benefits.
- 8.3 Before any payment is made under the foregoing provisions, the teacher shall provide a statement, in a form approved by the Member Employer, signed by the teacher declaring the absence was for the purpose described in clause 8.1.
- 8.4 The Member Employer may require a certificate from the teacher's attending medical or dental practitioner, prior to payment under the sick leave provisions, where the absence is for a period of more than three (3) days.

- 8.5 The Member Employer may require a certificate from a physician or dentist designated by the Member Employer attesting to the illness or disability claimed, prior to payment under the sick leave provisions, provided there is no cost to the teacher.
- 8.6 (a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan Extended Disability Benefit Plan.
- (b) After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.
- 8.7 Provisions of this Article shall not be applicable when a teacher is on leave without pay, or while on strike.
- 8.8 When a teacher leaves the employ of the Member Employer, all benefits contained under these provisions are cancelled.

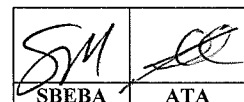
**9. LEAVE OF ABSENCE**

- 9.1 A temporary leave of absence with pay shall be granted whenever the teacher is absent, as follows:
- 9.1.1 (a) Up to five school days for the death, and five school days for the critical illness, of a teacher's spouse, son or daughter, parent, brother, sister, or parent of spouse upon completion of the necessary absence forms.
- (b) Up to three days for the death of grandparent, grandchild, son-in-law or daughter-in-law, aunt, uncle, nephew, niece, if warranted.
- (c) Up to one school day for the death of grandparent of spouse, brother in law, sister in law, or other relative who is a member of the teacher's household.
- 9.1.2 In the event of the death of relatives listed in clause 9.1.1.(b), additional leave with pay may be granted for travel at the Superintendent's discretion.

- 9.1.3 Before payment is made under this article, the Member Employer may require a medical certificate stating that critical illness was the reason for the absence.
- 9.1.4 Effective upon ratification of this agreement by both parties a teacher is entitled to a leave of absence with pay for one day per school year for the teacher's own convocation or that of the teacher's spouse or child.
- 9.1.5 For not more than two days, paternity leave shall be granted for the birth of the teacher's own child to be used within one week from the day of birth or within two days from the date on which the mother or the child is released from hospital.
- 9.1.6 For jury duty or any summons related thereto, the teacher shall remit to the Member Employer any jury stipend set by the Court or other body.
- 9.1.7 To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the teachers employment, or to attend any court proceeding as a witness in a cause other than the teachers own. In this instance the teacher shall remit to the Member Employer any witness fee set by the Court or other body.

## **9.2 Maternity Leave**

- 9.2.1 Maternity leave without pay and without benefits, except as provided below, shall be granted to teachers to a maximum fifteen (15) weeks under the following conditions:
- 9.2.2 The teacher shall give at least six weeks (6) notice in writing of the day upon which she intends to commence maternity leave, together with a medical statement certifying that the teacher is pregnant and giving the estimated date of delivery.
- 9.2.3 The teacher shall give the Member Employer no less than four weeks (4) notice of the date on which the teacher intends to return to work.
- 9.2.4 A teacher returning from maternity leave is entitled to a teaching position with the Member Employer. Every reasonable effort shall be made to return the teacher to the teaching position which has been mutually agreed upon prior to the granting of such leave.
- 9.2.5 The Member Employer shall implement a 100 percent supplemental unemployment benefits (SUB) plan which the teacher shall access for pay

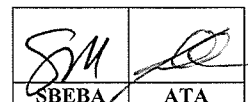


during the health related portion of her maternity leave to a maximum of 13 weeks or for a period of time equal to the teacher's sick leave entitlement, whichever is less. SUB shall be payable for the period of time indicated by the medical documentation up to a maximum of 13 weeks. The health related portion of the maternity leave shall be determined by medical documentation.

- 9.2.6 The Member Employer shall continue to contribute the Member Employer's share of benefit plan premiums during the health related portion of the maternity leave where the teacher chooses to continue coverage. The remainder of the maternity leave, not covered by the health related portion shall be without pay and the Member Employer's share of benefit plan premiums.

### **9.3 Parental/Adoption Leave**

- 9.3.1 Parental/Adoption Leave without pay and without benefits shall be granted to teachers to a maximum of 37 weeks under the following conditions:
- 9.3.2 A teacher taking parental/adoption leave immediately following maternity leave is not required to provide notice unless the teacher originally indicated she was only taking 15 weeks of maternity leave.
- 9.3.3 The teacher taking parental/adoption leave, not immediately following maternity leave, shall give the Member Employer at least six weeks (6) notice in writing of the day upon which the teacher intends to commence parental/adoption leave.
- 9.3.4 If the Member Employer employs both parents of a child, the Member Employer is not required to grant leave to both employees at the same time. Upon approval of the superintendent both parents may take leave at the same time.
- 9.3.5 If the teacher taking adoption leave is unable to comply with the written notice requirement because the date of the child's placement with the adoptive parents was not foreseeable, the teacher will give the Member Employer notice at the earliest possible time.
- 9.3.6 A teacher returning from parental/adoption leave is entitled to a teaching position with the Member Employer. Every reasonable effort shall be made to return the teacher to the teaching position which has been mutually agreed upon prior to the granting of such leave.



9.3.7 Upon written request submitted not less than four (4) weeks prior to the expiry date of the parental/adoption leave, the teacher may be granted extended parental/adoption leave in accordance with clause 9.4.1 to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year or the end of the next school year.

#### **9.4 Additional Leave**

9.4.1 A teacher may apply to the Superintendent for an additional general leave for up to one full school year. Such leave shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.

### **10. OTHER LEAVES OF ABSENCE**

10.1 Additional leaves of absence with or without pay and with or without benefits may be granted to teachers for reasons accepted by the Superintendent of Schools.

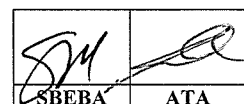
10.2 Effective the 1st of the month following ratification a teacher shall be granted two days of personal leave with pay less the cost of a substitute per school year, except where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the superintendent or designate with two weeks notice where possible when they want to utilize a personal leave day. This personal leave day shall not be used to extend a holiday period or a long weekend without approval of the superintendent.

10.3 Effective August 31, 2004 a teacher may use up to two (2) days of available sick leave per school year to care for the teacher's sick child or other relative living in the teacher's household, providing that the other spouse is incapacitated or not available.

#### **10.4 Sabbatical Leave**

10.4.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.

10.4.2 Sabbatical leave may be granted at the discretion of the Member Employer.



- 10.4.3 The remuneration of a teacher granted sabbatical leave shall be 55% of fourth year maximum, payable in 10 equal installments.
- 10.4.4 Sabbatical leave for the duration of a semester or trimester may be granted by the Member Employer. Remuneration shall be calculated on a prorated basis.
- 10.4.5 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of his/her leave and shall not resign or retire from teaching service other than by mutual agreement between the Member Employer and the teacher, for a period of at least two years after resuming duties.
- 10.4.6 Should a teacher, by mutual consent, resign or retire from the service of the Member Employer before completing his/her two years service following such leave repayment of sabbatical leave salary shall be made to the Member Employer on a prorated basis.

## **11. GRIEVANCE PROCEDURE**

- 11.1 A grievance is a difference regarding the interpretation, application, operation or any alleged violation of this Agreement.
- 11.2 A grievance must be initiated in writing stating all particulars as to the nature of the grievance, the clause alleged to have been violated and the remedy requested. Such grievance shall be submitted to the Secretary of the Member Employer and to the Chairperson of the Teachers' Economic Policy Committee within twenty (20) teaching days from when the teacher became aware of the incident.
- 11.3 A committee comprised of two representatives of the Member Employer and two representatives of the local Association shall meet and attempt to resolve the grievance within fifteen (15) teaching days of receipt of grievance by the Member Employer. If the committee reaches a unanimous decision as to the disposition of any grievance that decision shall be final and binding.
- 11.4 If the parties fail to reach an agreement under clause 11.3, either party may by written notice to the other party, require the establishment of an arbitration board. Such written notice shall be served within ten (10) teaching days following the time limit set out in clause 11.3.

- 11.5 Each party shall appoint one member as its representative on the arbitration board within seven (7) teaching days of receipt of such notice. The two members so appointed shall endeavour to select an independent chairperson.
- 11.6 If the two members fail to select a chairperson within five (5) teaching days after the day on which the last of the two members is appointed, they shall request the Director of Mediation Services to select a chairperson.
- 11.7 The arbitration board may not change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any subject matter covered by or arising under the terms of this Agreement.
- 11.8 The findings and decision of a majority is the award of the arbitration board and is final, and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Board.
- 11.9 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

## **12. EARLY RETIREMENT INCENTIVE PLAN**

### **Guidelines**

1. Any teacher applying for participation in the Early Retirement Incentive Plan must have attained the age of 55 by August 31 in the year of retirement.
2. The teacher must have had at least 10 years consecutive experience with the Member Employer or its predecessor Boards as of August 31 of the year of retirement.
3. The teacher must be at maximum years of experience on the salary grid.
4. The teacher must intend to retire at the end of the school year in which the application for participation in the plan is made.

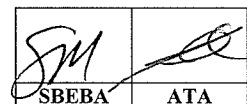
## Procedures

1. Application must be made in writing to the Superintendent of Schools prior to March 1 of the calendar year in which retirement will commence. The teacher must submit his/her resignation, contingent upon Member Employer approval of the teacher's participation in the Early Retirement Incentive Plan, as part of the application.
2. The Member Employer will consider each application on its own merits and will inform each applicant of its decision, in writing, by April 1 of the calendar year in which retirement will commence.
3. The Member Employer maintains absolute discretion, without appeal, regarding the acceptance or rejection of any individual application.
4. The Member Employer reserves the right to allow any teacher to participate in the Early Retirement Incentive Plan regardless of failure of the teacher to meet any one or more of the eligibility requirements.

## Payment Procedures

1. The Early Retirement Incentive Plan shall consist of annual cash payments which together will equal 100% of the teacher's annual salary at retirement.
2. Applicants older than 55 years at retirement date shall have their incentive discounted as follows:

<u>Retirement Age</u>	<u>Discount Factor</u>
55	0%
56	10%
57	20%
58	30%
59	40%
60	50%
61	60%
62	70%
63	80%
64	90%
65	100%



## Payment Options

The teacher may choose between Options (1) or (2) below:

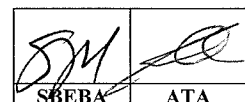
1. Thirty-three and one-third percent (33 1/3%) of the retirement incentive to be paid for three consecutive years on January 15, beginning January 15 following the retirement date.
2. Twenty percent (20%) of the retirement incentive to be paid for five (5) consecutive years on January 15, beginning January 15 following the retirement date.
3. Notwithstanding (1) and (2) above, all proceeds of the Early Retirement Incentive must be paid to the applicant prior to his/her 65th birthday.

## Employee Benefits

The Member Employer will facilitate enrollment of the teacher who participates in the Early Retirement Incentive Plan in the Alberta School Employee Benefit Plan Retirement Package from the date of retirement until the applicant's 65th birthday. The teacher must pay all costs of the Retirement Package of benefits.

## 13. PROFESSIONAL DEVELOPMENT FUND

- 13.1 The Member Employer shall provide to the Association Local \$150 per full-time equivalent teacher (FTE count as of September 30) per school year to enable it to financially support teachers wishing to pursue professional development activities related to their individual professional growth plan, provided that no individual teacher is absent from his/her teaching duties for more than one day per school year. The Member Employer shall pay substitute teacher costs for such absences. Application to attend will be with the consent of the principal and granted if operational circumstances permit (but in any event, such absences shall not conflict with parent-teacher interviews or Faith Days) and funds are to be administered by the ATA local. The ATA local may, at its sole discretion, use monies to also support teachers attending professional development activities outside of normal working hours (i.e. evening, weekends and vacation periods).



#### **14. DEFERRED SALARY LEAVE PLAN**

- 14.1 The Member Employer agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix (Schedule "A") to the collective agreement and as available at the central office and at each school.

#### **15. PARENT-TEACHER INTERVIEWS**

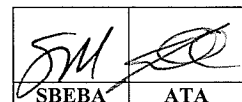
- 15.1 In recognition of the time factor involved in Parent-Teacher interviews, the Member Employer grants teachers one instructional day in lieu of the aforementioned interviews free of all duties.

#### **16. NEGOTIATIONS**

- 16.1 Effective the date of signing of this agreement, leave of absence for salary negotiations shall be granted to a maximum of 5 teachers without loss of salary, provided however, that the Member Employer shall be reimbursed by the Alberta Teachers Association Local No. 29 for the cost of a substitute for each day of such leave.

#### **17. GENERAL CONDITIONS**

- 17.1 All previous collective agreements between or affecting the parties are hereby cancelled.
- 17.2 This agreement shall enure to the benefit and be binding upon the parties and their successors.



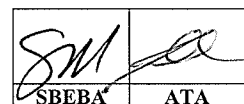
IN WITNESS WHEREOF the parties have executed this Agreement this 23 day of JUNE, 2008.

ON BEHALF OF THE SBEBA

Brent [Signature]  
[Signature]  
[Signature]

ON BEHALF OF THE ASSOCIATION

Admond Haje  
Burnett  
[Signature]  
[Signature]  
Representative of the Bargaining Agent  
[Signature]  
Coordinator, Teacher Welfare



**DEFERRED SALARY LEAVE PLAN**

**1. DEFINITIONS**

"Accrued Interest" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the Participant calculated from:

- (a) the first date any of such monies have been so retained by the Board, or
- (b) the first day of the Taxation Year, whichever is later.

"Association" means the party of the second part referred to in the Agreement to which the plan is a schedule.

"Board" means the party of the first part referred to in the agreement to which this Plan is a schedule.

"Collective Agreement" means the agreement in force between the Association and the Board pursuant to the applicable section of the *Alberta Labour Relations Code*.

"Committee" means a committee as defined by agreement between the Association and the Board.

"Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, including his/her proper grid salary and all allowances, per the Collective Agreement.

"Deferral Period" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4.

"Eligible Investor" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the treasury branches of Alberta.

"Eligible Teacher" means a teacher as defined by agreement between the Association and the Board.

"Leave of Absence" means the period of time described in clause 4.1.

"Memorandum of Agreement" means the agreement described in Schedule B.

"Participant" means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule "B") and whose application for participation in the Plan has been approved by the Board in accordance with clause 2.3.

"Plan" means the plan set out in this schedule and includes all amendments thereto.

"Regulations" means the regulations under the *Income Tax Act* (Canada).

"Taxation Year" means the calendar year.

## **2. APPLICATION**

### **Formal Application**

**2.1** In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule "B" to the superintendent of schools on or before March 31, or at a date otherwise agreed between the Board and the Association, stating the date when the Eligible Teacher wishes to participate in the Plan and the school year in which the Leave of Absence is to be taken.

### **Approval**

**2.2** The approval of each application made under clause 2.1 shall rest solely with the Board. The superintendent of schools shall, by May 15 of that year, or at a date otherwise agreed between the Board and the Association, advise each applicant of the Board's approval or disapproval of his/her application and if the latter, an explanation therefore.

### **Date of Participation**

**2.3** If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.

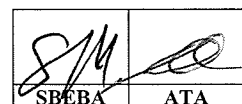
## **3. FUNDING FOR LEAVE OF ABSENCE**

Funding for the Leave of Absence shall be as follows:

### **Compensation Deferred**

**3.1** During each school year prior to the leave of absence, the Participant, for a maximum of five school years will receive his/her Current Compensation Amount, less the per centage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such per centage amount will be retained by the Board and be invested in accordance with clause 3.3.

### **Maximum Per centage Deferred**



**3.2** The per centage of the Current Compensation Amount deferred by the Participant cannot exceed the per centage amount obtained when 100 per cent is divided by the number of years the Participant states he/she will participate in the plan, including the Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 per cent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.

**Investment of Deferred Compensation**

**3.3** The monies retained by the Board for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

**Non-Liability of Board, Association and Committee**

**3.3.1** The Board, the Association and members of the committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provisions of this clause. The Board, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause.



**Payment of Accrued Interest**

**3.4** On December 31 of each Taxation Year during the Deferral Period, the Board shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in clause 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the Board to cause the Eligible Investor chosen by the Committee in accordance with clause 3.3 to make such payment on his/her behalf into an account of the Participant with the Eligible Investor.

**Reporting to Participants**

**3.5** The secretary-treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the Board for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31 of each year while the Participant participates in the Plan.

**Administrative Expenses**

	
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3.6 Issues regarding payment of administrative expenses shall be governed by a separate agreement between the Board and the Association.

**4. TAKING OF LEAVE OF ABSENCE**

The taking of a Leave of Absence shall be governed by the following provisions:

**Qualification to Participate**

4.1 The Leave of Absence shall occur according to and be governed by, the Collective Agreement then in force between the Board and the Association. In no case shall the Leave of Absence be for a period of less than five months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.

**Manner of Payment During Leave**

4.2 The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to 1/12 of the monies held by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.

**Amount of Payment During Leave**

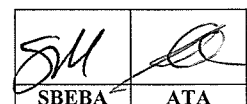
4.3 The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Board in accordance with clause 3.1 for such Participants, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the Board or any other person or partnership with whom the employer does not deal at arm's length except as provided in clause 6801(a)(iii)(A) or (B) of the Regulations.

**Board's Right to Defer Leave**

4.4 If the Board is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Board may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or he/she may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall postponement extend the Deferral Period beyond six years.

**Participant's Right to Defer Leave**

4.5 Notwithstanding the date shown in paragraph two of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only, with the consent of the



Board given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstances shall a postponement extend the Deferral Period beyond six years.

### **Year's Leave of Absence**

4.6 The year's Leave of Absence shall immediately follow the Deferral Period.

### **Position on Return**

4.7 On return from his/her Leave of Absence, the Participant will be assigned to a position with the Board as required by the terms of the agreement then in force between the Board and the Association governing such matter.

### **Salary & Benefits After Leave**

4.8 After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the Board and the Association governing the matter.

## **5. FRINGE BENEFITS**

The providing of fringe benefits will be as follows:

### **Payment**

5.1 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the Board and the Association. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

## **6. WITHDRAWAL**

### **Upon Termination of Employment**

6.1 A Participant who ceases to be employed by the Board must withdraw from the Plan. Within 60 days the Board shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

### **Consent Required**

6.2 In extenuating circumstances, such as financial hardship and with the consent of the Board, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the Board shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

### **Upon Death**

6.3 Should a Participant die the Board shall within 30 days of notification of such death to the Board pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

**Balance**

6.4 In any event, the Board shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31 of the first Taxation Year commencing after the end of the Deferral Period.

**7. SUSPENSION FROM PARTICIPATION IN THE PLAN**

**Notice to Suspend**

7.1 A Participant may on one occasion while he/she is participating in the Plan give notice to the Board stating that the Participant wishes to suspend his/her participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Board shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan for such year, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence.

**Reinstatement**

7.2 If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which his/her participation has been suspended.

**8. TERMINATION OR AMENDMENT OF PLAN**

**By Agreement**

8.1 The Plan may be amended or terminated by agreement between the Board and the Association. Any amendment(s) shall be binding upon all present and future Participants.



**Not to Prejudice Ruling**

8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**SCHEDULE B**

**DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT**

I have read the terms and conditions of the agreement between the Board of Trustees of Christ the Redeemer Catholic Schools and The Alberta Teachers' Association setting up the Deferred

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Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

**1. PURPOSE**

The main purpose of my enrolment in the Plan is to permit me to fund a Leave of Absence and not to provide me with benefits on or after retirement.

**2. ENROLMENT DATE**

My enrolment in the Plan shall become effective for the school year commencing .

**3. NUMBER OF YEARS OF PARTICIPATION**

I shall participate in the Plan for school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

**4. YEAR OF LEAVE**

In accordance with clause 4.6, I shall take my Leave of Absence during the 20\_/\_school year but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the Board shall have the right to defer such leave for one school year in accordance with clause 4.4.

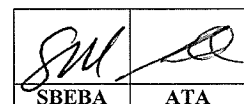
**5. FUNDING OF LEAVE OF ABSENCE**

In accordance with clause 3.1, I direct that the per centage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	%	Fourth Year	%
Second Year	%	Fifth Year	%
Third Year	%	OR For All Years	%

In accordance with clause 3.2, the maximum per centage of Current Compensation Amount deferred in any one year cannot exceed 100 per cent divided by the number of years in the Plan including the Leave of Absence year, without taking into account any deferral under clauses 4.4 and 4.5.

- Two Years - Maximum 33 1/3%
- Three Years - Maximum 33 1/3%
- Four Years - Maximum 25%
- Five Years - Maximum 20%



I may by written notice to the Board given prior to September 1 in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

**6. PAYMENT OF ACCRUED INTEREST**

I direct the Board to pay Accrued Interest to me on each of the following dates:

- i) the December 31 which occurs at the end of the Taxation Year in which I have become a Participant;
- ii) each December 31 occurring after the date specified in clause i) above; and
- iii) the last day of the Leave of Absence or when the Board makes a payment under clause 4.4, 6.1, 6.2, 6.3 or 6.4.

Date:

\_\_\_\_\_,  
20\_\_\_\_\_

Participant's Signature

\_\_\_\_\_  
Address

**AGREED TO BY THE BOARD**

Date:

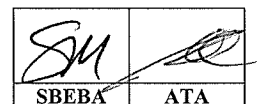
\_\_\_\_\_,  
20\_\_\_\_\_

Secretary-Treasurer

\*\*\*\*\*

In order to make the election, the Participant is to initial and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 6 applies, the Participant will receive Accrued Interest annually rather than every three years.

THIS ANCILLARY AGREEMENT made the 24 day of June, 1997.



BETWEEN:

THE BOARD OF TRUSTEES OF CHRIST THE REDEEMER CATHOLIC SCHOOLS, being a Board of School Trustees duly constituted under the *Alberta School Act*,

(hereinafter called "the Board")

PARTY OF THE FIRST PART

AND:

THE ALBERTA TEACHERS' ASSOCIATION

(hereinafter called "the Association")

PARTY OF THE SECOND PART

The Board and the Association agree that for the interpretation of the agreement on a deferred compensation plan:

(i) The word "committee" means a committee of members comprised of members appointed by the Board and members appointed by the Association.

(ii) The words "administrative expenses" mean internal costs normally incurred by the Board and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.

(iii) The words "*Alberta School Act*" mean the "*School Act*" and all amendments or succeeding statute(s).

(iv) For the purpose of clause 3.2 investment will be made with the (Bank) and in accordance with clause 3.4 the secretary-treasurer will make the annual reports to each Participant as soon as possible after reports have been received from the (Bank).



(v) For the purpose of clause 2.2 and clause 4.4, it is understood that the total number of teachers on Leave of Absence in any one year under the Leave of Absence and Deferred Salary Leave Plan shall not exceed per cent of the number of full-time equivalent teachers on staff.

(vi) On return from leave (4.7, Schedule "A"), a teacher will be assigned to a position with the Board in accordance with the following priorities:

(a) the same position previously vacated by the teacher,

(b) a position similar to that previously vacated by the teacher, or

(c) a position for which the teacher is qualified in accordance with his/her training and/or experience.

	
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However, notwithstanding the above, a teacher on leave will not have any advantage or disadvantage in the event that a staff reduction or program change has become necessary in a particular school.



(vii) Sick leave credits will not be accumulated during the year spent on leave.

(viii) It is understood that no increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association/Board collective agreement.

(ix) A teacher's benefits will be maintained by the Board during his/her Leave of Absence, provided the teacher requests such in writing months prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on his/her behalf unless otherwise agreed to by the board.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto of the day and year first written above.

ON BEHALF OF THE BOARD:	
ON BEHALF OF THE ASSOCIATION:	
BOTH SIGNATURES WITNESSED BY:	

	
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## **Sample Deferred Salary Leave Plan**

Teacher Welfare  
The Alberta Teachers' Association  
11010 142 Street  
Edmonton, Alberta T5N 2R1

453-2411 (from Edmonton)  
263-4774 (from Calgary)  
1-800-232-7208 (from elsewhere in Alberta)

1994 03 23

## CONTENTS

### SAMPLE AGREEMENT

### SCHEDULE A – DEFERRED SALARY LEAVE PLAN

1. Definitions
2. Application
3. Funding for Leave of Absence
4. Taking Leave of Absences
5. Fringe Benefits
6. Withdrawal
7. Suspension from Participation in the Plan
8. Termination or Amendment of Plan

### SCHEDULE B – INDIVIDUAL TEACHER APPLICATION

### SAMPLE ANCILLARY AGREEMENT

Deferred Salary Leave Plan, P1

THIS AGREEMENT made the 24<sup>th</sup> day of June 1997

BETWEEN:

BOARD OF TRUSTEES OF Christ the Redeemer Catholic Schools being a Board of Trustees duly constitute under the Alberta School Act,

(hereinafter called the "Board")  
PARTY OF THE FIRST PART

AND:

THE ALBERTA TEACHERS' ASSOCIATION

(hereinafter called the "Association")  
PARTY OF THE SECOND PART

WHEREAS the Board and the Association wish to establish a plan whereby Teachers employed by the Board have the opportunity of taking a one-year leave of absence on a deferred compensation basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties agree to institute the plan described in Schedule "A" hereto, whereby an employee may take a leave of absence on a deferred compensation basis on the terms and conditions described in the plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above the written.

THE CORPORATE SEAL OF BOARD OF TRUSTEES )  
OF CHRIST THE REDEEMER CATHOLIC SCHOOLS )

Was hereunto affixed in the presence of: )  
\_\_\_\_\_  
Mary Stengler )  
\_\_\_\_\_  
Ex-Officio )

SIGNED, SEALED ON BEHALF OF THE )  
ALBERTA TEACHERS' ASSOCIATION )  
In the presence of: )  
Name: \_\_\_\_\_ )  
Address: \_\_\_\_\_ )  
Occupation \_\_\_\_\_ )

\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary

## DEFERRED SALARY LEAVE PLAN

### 1. DEFINITIONS

"Accrued Interest" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the Participant calculated from:

- (a) the first date any of such monies have been so retained by the Board, or
- (b) the first day of the Taxation Year,

whichever is later.

"Association" means the party of the second part referred to in the Agreement to which the plan is a schedule.

"Board" means the party of the first part referred to in the agreement to which this Plan is a schedule.

"Collective Agreement" means the agreement in force between the Association and the Board pursuant to the applicable section of the *Alberta Labour Relations Code*.

"Committee" means a committee as defined by agreement between the Association and the Board.

"Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, including his/her proper grid salary and all allowances, per the Collective Agreement.

"Deferral Period" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4

"Eligible Investor" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the Treasury Branches of Alberta

Deferred Salary Leave Plan. P3

“Eligible Teacher” means a teacher as defined by agreement between the Association and the Board.

“Leave of Absence” means the period of time described in clause 4.1

“Memorandum of Agreement” means the agreement described in Schedule “B.”

“Participant” means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule “B”) and whose application for participation in the Plan has been approved by the Board in accordance with clause 2.3.

“Plan” means the plan set out in this schedule, and includes all amendments thereto.

“Regulations” means the regulations under the Income Tax Act (Canada).

“Taxation Year” means the calendar year.

2. APPLICATION

FORMAL APPLICATION	2.1	In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule “B” to the superintendent of schools on or before March 31, or at a date otherwise agreed between the Board and the Association, stating the date when the Eligible Teacher wishes to participate in the Plan and the school year in which the Leave of Absence is to be taken.
APPROVAL	2.2	The approval of each application made under clause 2.1 shall rest solely with the Board. The superintendent of schools shall, by May 15 of that year, or at a date otherwise agreed between the Board and the Association, advise each applicant of the Board’s approval or disapproval of his/her application, and if the latter, an explanation therefore.
DATE OF PARTICIPATION	2.3	If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.

3. FUNDING FOR LEAVE OF ABSENCE

Funding from the Leave of Absence shall be as follows:

- |  |       |   |
|--|-------|---|
| COMPENSATION DEFERRED                            | 3.1   | During each school year prior to the leave of absence, the Participant, for a maximum of five school years will receive his/her Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board and be invested in accordance with clause 3.3   |
| MAXIMUM PERCENTAGE DEFERRED                      | 3.2   | The percentage of the Current Compensation Amount deferred by the Participant cannot exceed the percentage amount obtained when 100 percent is divided by the number of years the Participant states he/she will participate in the plan, including the Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 percent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.   |
| INVESTMENT OF DEFERRED COMPENSATION              | 3.3   | The monies retained by the Board for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.   |
| NON-LIABILITY OF BOARD ASSOCIATION AND COMMITTEE | 3.3.1 | The Board, the Association and members of the committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provisions of this clause. The Board, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause. |

Deferred Salary Leave Plan. P5

- |                             |     |  |
|-----------------------------|-----|--|
| PAYMENT OF ACCRUED INTEREST | 3.4 | On December 31 of each Taxation Year during the Deferral Period, the Board shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in clause 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the Board to cause the Eligible Investor chosen by the Committee in accordance with clause 3.3 to make such payment on his behalf into an account of the Participant with the Eligible Investor. |
| REPORTING TO PARTICIPANTS   | 3.5 | The secretary treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the Board for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31 of each year while the Participant participates in the Plan.  |
| ADMINISTRATIVE EXPENSES     | 3.6 | Issues regarding payment of administrative expenses shall be governed by a separate agreement between the Board and the Association.   |

4. TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

- |                                |     |  |
|--------------------------------|-----|--|
| QUALIFICATION TO PARTICIPATE   | 4.1 | The Leave of Absence shall occur according to, and be governed by, the Collective Agreement then in force between the Board and the Association. In no case shall the Leave of Absence be for a period of less than five months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.   |
| MANNER OF PAYMENT DURING LEAVE | 4.2 | The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-twelfth of the monies held by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly. |
| AMOUNT OF PAYMENT DURING LEAVE | 4.3 | The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Board in accordance with clause 3.1 for such Participants, but less any deductions made by the Board under clause 5.1 and any monies required by law to  |

be paid by the Board for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the Board or any other person or partnership with whom the employer does not deal at arm's length except as provided in clause 6801(a)(iii)(A) or (B) of the regulations.

BOARD'S  
RIGHT TO  
DEFER LEAVE

4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a Leave of Absence specified by the Participant, the Board may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or he/she may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall postponement extend the Deferral Period beyond six years.

PARTICIPANT'S  
RIGHT TO  
DEFER LEAVE

4.5 Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only, with the consent of the Board given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstances shall a postponement extend the Deferral Period beyond six years.

YEAR'S LEAVE  
OF ABSENCE

4.6 The year's Leave of Absence shall immediately follow the Deferral Period.

POSITION  
ON RETURN

4.7 On return from his/her Leave of Absence, the Participant will be assigned to a position with the Board as required by the terms of the agreement then in force between the Board and the Association governing such matter.

SALARY &  
BENEFITS  
AFTER LEAVE

4.8 After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the Board and the Association governing the matter.

5. FRINGE BENEFITS

The providing of fringe benefits will be as follows:

PAYMENT

5.1 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the Board and the Association. Where a Participant is obligated to pay the cost of

any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

6. WITHDRAWAL

UPON  
TERMINATION  
OF  
EMPLOYMENT

6.1 A Participant who ceases to be employed by the Board must withdraw from the Plan. Within 60 days the Board shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4

CONSENT  
REQUIRED

6.2 In extenuating circumstances, such as financial hardship, and with the consent of the Board, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the Board shall pay to the Participant the Deferred Compensation amount as provided in clause 4.4.

UPON DEATH

6.3 Should a Participant die the board shall within 30 days of notification of such death to the Board pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

BALANCE

6.4 In any event, the Board shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31 of the first Taxation Year commencing after the end of the Deferral Period.

7. SUSPENSION FROM PARTICIPATION IN THE PLAN

NOTICE TO  
SUSPEND

7.1 A Participant may on one occasion while he/she is participating in the Plan give notice to the Board stating that the Participant wishes suspend his/her participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Board shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan for such year, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence.

Deferred Salary Leave Plan. P8

REINSTATEMENT 7.2 If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which his/her participation has been suspended.

8. TERMINATION OR AMENDMENT OF PLAN

BY 8.1 The Plan may be amended or terminated by agreement between the Board and the Association. Any amendment(s) shall be binding upon all present and future Participants.

NOT TO 8.2 No amendment shall be made to the Plan which will prejudice any PREJUDICE tax ruling which is applicable to the Plan prior to the amendment.

**DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT**

I have read the terms and conditions of the agreement between the board of Trustees of Christ The Redeemer Catholic Schools and the Alberta Teachers' Association setting up the Deferred Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

1. PURPOSE

The main purpose of my enrollment in the Plan is to permit me to fund a Leave of Absence, and not to provide me with benefits on or after retirement.

2. ENROLMENT DATE

My enrolment in the Plan shall become effective for the school year commencing \_\_\_\_\_.

3. NUMBER OF YEARS OF PARTICIPATION

I shall participate in the plan for \_\_\_\_\_ school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

4. YEAR OF LEAVE

In accordance with clause 4.6, I shall take my Leave of Absence during the 20\_\_ / \_\_ school year but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the Board shall have the right to defer such leave for one school year in accordance with clause 4.4.

5. FUNDING OF LEAVE OF ABSENCE

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	_____ %	OR	Fourth Year	_____ %
Second Year	_____ %		Fifth Year	_____ %
Third Year	_____ %		For All Years	_____ %

Deferred Salary Leave Plan. P10

In accordance with clause 3.2, the maximum percentage of Current Compensation Amount deferred in any one year cannot exceed 100 percent divided by the number of years in the Plan including the Leave of Absence year, without taking into account any deferral under clauses 4.4 and 4.5.

Two years      Maximum 33 1/3%  
Three Years    Maximum 33 1/3%  
Four Years     Maximum 25%  
Five Years     Maximum 20%

I may by written notice to the Board given prior to September 1 in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

6. PAYMENT OF ACCRUED INTEREST

I direct the Board to pay Accrued Interest to me on each of the following dates:

- i) the December 31 which occurs at the end of the Taxation Year in which I have become a Participant;
- ii) each December 31 occurring after the date specified in clause (i) above; and
- iii) the last day of the Leave of Absence or when the board makes a payment under clause 4.4, 6.1, 6.2, 6.3, or 6.4

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
AGREED TO BY THE BOARD

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Secretary / Treasurer

\*\*\*\*\*

In order to make the election, the Participant is to initial, and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 6 applies, the Participant will receive Accrued Interest annually rather than every three years.

Deferred Salary Leave Plan. P11

THIS ANCILLARY AGREEMENT made the 24<sup>th</sup> day of June, 1997.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF CHRIST THE REDEEMER  
CATHOLIC SCHOOLS being a Board of School Trustees duly constituted under  
the Alberta School Act,

(hereinafter called "the Board")  
PARTY OF THE FIRST PART

AND:

THE ALBERTA TEACHERS' ASSOCIATION

(hereinafter called "the Association")  
PARTY OF THE SECOND PART

The Board and the Association agree that for the interpretation of the agreement on a deferred compensation plan:

- (i) The word "committee" means a committee of \_\_\_\_\_ members comprised of \_\_\_\_\_ members appointed by the Board and \_\_\_\_\_ members appointed by the Association
- (ii) The words "administrative expenses" mean internal costs normally incurred by the Board and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.
- (iii) The words "Alberta *School Act*" mean the "*School Act*" and all amendments or succeeding statute(s).
- (iv) For the purpose of clause 3.2 investment will be made with the (Bank) and in accordance with clause 3.4 the secretary treasurer will make the annual reports to each Participant as soon as possible after reports have been received from the (Bank).
- (v) For the purpose of clause 2.2 and clause 4.4, it is understood that the total number of teachers on Leave of Absence in any one year under the Leave of Absence and Deferred Salary Leave Plan shall not exceed \_\_\_\_\_% of the number of full-time equivalent teachers on staff.
- (vi) On return from leave (4.7, Schedule A), a teacher will be assigned to a position with the Board in accordance with the following priorities:
  - (a) the same position previously vacated by the teacher,
  - (b) a position similar to that previously vacated by the teacher, or

Deferred Salary Leave Plan. P12

- (c) a position for which the teacher is qualified in accordance with his/her training and/or experience.

However, notwithstanding the above, a teacher on leave will not have any advantage or disadvantage in the event that a staff reduction or program change has become necessary in a particular school.

- (vii) Sick leave credits will not be accumulated during the year spent on leave.
- (viii) It is understood that no increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association/Board agreement.
- (ix) A teacher's benefits will be maintained by the Board during his/her Leave of Absence, provided the teacher requests such in writing \_\_\_\_\_ months prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on his/her behalf unless otherwise agreed to by the board.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto of the day and year first written above.

ON BEHALF OF THE BOARD:

Ken Power

ON BEHALF OF THE ASSOICATION

Paul Lavery

BOTH SIGNATURES WITNESSED BY:

Luann Ostroski