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SOURCE	Local 11
EFF.	86.01.01
TERM.	89.08.31
NO. OF EMPLOYEES	5365
J88-A89	D.S.

CALGARY SCHOOL DISTRICT NO 19

A collective agreement made this 16 day of January AD, 1988 between the Board of Trustees of the Calgary Board of Education, herein called "the Board" and The Alberta Teachers' Association, herein called "the Association", acting on behalf of the teachers employed by the Board.

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

Whereas, such teachers' terms and conditions of employment and their salaries have been the subject of negotiation between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern all the terms of employment of the teachers.

The Board and Association agree as follows:

1. Application

1.1 This agreement shall be applicable to all persons who require a teacher's certificate as a condition of their employment with the Board, with the exception of: the chief superintendent of schools, the deputy chief superintendent of schools, the superintendents, the associate superintendents, the assistant superintendents, the director of academic programs, the directors of instructional programs, the director of planning/research/evaluation, the director of teacher staffing, the staffing officer and the human resources systems analyst.

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1.2 The Board may create or designate new administrative positions not covered in this agreement. Applicable administrative allowances and salaries shall be determined after consultation with the Calgary Public School Local acting on behalf of the Association before the position is advertised or the appointment is made. Such consultation shall take place within 15 days of the Board advising the Local, in writing, of its intent to create or designate said new administrative positions. Consultation shall consist of at least one meeting between the representatives of the parties. Further consultative procedures may be determined in each instance by mutual consent of the parties. No teacher shall suffer a loss of administrative allowances and salaries due only to any reorganization taking place during the currency of this agreement.

2. Term

2.1 Unless stated otherwise, this agreement shall take effect on 1988\_01\_01 and shall continue in full force and effect through 1989\_08\_31.

2.2 Either party wishing to amend or to terminate this agreement shall give to the other party notice of such desire, in writing, not less than 30 days and not more than 120 days prior to 1989 08 31.

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2.3 If notice has been given in accordance with article 2.2, the Board agrees not to alter terms and conditions of employment should negotiations continue beyond the expiry date or until a strike or lockout occurs.

2.4 Any conclusions reached in the aforementioned negotiations shall, if so agreed, be made retroactive to the said anniversary date or the said termination date.

3. Administration of the Basic Salary Schedule

3.1 Basic Salary Schedule

Categories representing years of teacher education beyond Alberta Grade XII

Effective 1988 01 01

Steps	A	B	C	M	D	E	F
0	\$22,510	\$22,510	\$22,510		\$25,450	\$27,030	\$28,840
1	22,510	22,510	22,510		27,030	28,610	30,420
2	22,510	22,510	22,510		28,610	30,190	32,000
3	22,510	22,510	23,645	B	30,190	31,770	33,580
4	22,510	22,510	24,780		31,770	33,350	35,160
5	22,510	23,535	25,915		33,350	34,930	36,740
6	22,510	24,560	27,050		34,930	36,510	38,320
7	23,425	25,585	28,185		36,510	38,090	39,900
8	24,340	26,610	29,320		38,090	39,670	41,480
9	25,255	27,635	30,455		39,670	41,250	43,060
10	26,110	28,585	31,510		41,250	42,830	44,640
11					42,995	44,575	46,385

Effective 1989 01 01

Steps	A	B	C	M	D	E	F
0	\$22,965	\$22,965	\$22,965		\$25,960	\$27,575	\$29,420
1	22,965	22,965	22,965		27,575	29,190	31,035
2	22,965	22,965	24,125	B	29,190	30,805	32,660
3	22,965	22,965	24,125		30,805	32,420	34,280
4	22,965	22,965	25,285		32,420	34,035	35,880
5	22,965	24,015	26,445		34,035	35,650	37,495
6	22,965	25,065	27,605		35,650	37,265	39,110
7	23,900	26,115	28,765		37,265	38,880	40,725
8	24,835	27,165	29,925		38,880	40,495	42,340
9	25,770	28,215	31,085		40,495	42,110	43,955
10	26,635	29,160	32,145		42,110	43,725	45,570
11					43,855	45,470	47,315

3.2 Salary Administration

3.2.1 General

A teacher shall be placed in salary categories, according to the statement of qualifications issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association, dated 1967 03 23 subject to Appendix 'A' of the collective agreement.

3.2.2 Initial Salary Placement

3.2.2.1 A teacher upon commencement of employment, must submit proof of:

(a) teacher qualifications in the form of a TQS evaluation or an inservice course or a music diploma.

(b) experience, in writing.

Such proof must be submitted within two months from the date of employment, in order to obtain, retroactively to the date of employment, an improvement in category placement and experience placement, respectively. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless the submission of proof is beyond the control of the teacher.

3.2.2.2 Pending receipt of the evaluation, a tentative salary will be established by the Board in accordance with applicable verified data in the teacher's file. The tentative salary shall be the actual salary if an evaluation is not received before June 30 of the applicable school year, unless the submission of proof is beyond the control of the teacher.

3.2.2.3 Upon commencement of employment, a teacher shall be granted one increment for each full year of teaching experience acquired prior to current engagement with the Board to a maximum placement of Step 10, where the teacher having such experience, held a valid teaching certificate. The maximum number of increments granted shall be that provided for in the teacher's category of teacher education.

3.2.2.4 Effective 1983 09 01, where the new appointee's teaching experience includes partial years of service or periods of part-time service, full years of service shall be calculated as the number of full days of teaching experience in those years divided by 200. Any remainder of 150 or more days shall be counted as a full year.

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3.2.2.5 Any residual number of days of teaching experience beyond the full years of teaching experience recognized under clause 3.2.2.4 shall be credited to a teacher, for accumulation towards the earning of any future increment.

3.2.3 Experience Increments

3.2.3.1 Each teacher who is eligible for an increment shall, on the first day of September or February immediately following the establishment of such eligibility, be placed on the next higher step on the grid for the appropriate category of teacher education.

3.2.3.2 For the purpose of clauses in this article, teaching experience shall include the following:

(a) days under contract (continuing, interim and temporary) to a Board in a position which requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods;

(b) days employed as a substitute teacher within the preceding five years;

(c) days taught for the Correspondence School Branch.

3.2.3.3 Effective 1983 09 01, a teacher who has a minimum of 150 full days teaching experience which have not previously been counted for increment purposes, shall be granted one experience increment in accordance with clause 3.2.3.1, and subject to the limitation of clause 3.2.3.4. Until the teacher reaches the maximum salary of the appropriate category of education, further increments shall be granted for each 150 full days of teaching experience acquired after that date. These increments will be effective on September 01 or February 01 immediately following the attainment of the necessary accumulation of days.

3.2.3.4 A teacher shall be granted only one experience increment during any one school year.

Notwithstanding the above, any teacher may apply once during his/her employment with the Board to have the anniversary date regarding experience increments revised and the Board may grant such request for revision.

3.2.3.5 The maximum number of days of teaching experience which may be counted for increment purposes during any school year shall be 150 days.

3.2.3.6 Subject to clause 3.2.3.5, any residual number of days of teaching experience which the teacher has accumulated at the time an increment is granted under clause 3.2.3.3 shall be credited to the employee for accumulation toward the earning of any future increment.

3.2.3.7 A teacher commencing duties on or after 1965 09 01, who requires a Letter of Authority, shall be allowed one increment only, subject to review by the Interpretation Committee and recommendation to the Board. Any teacher for whom an increment is cancelled shall remain on the same salary step until the deficiency causing the cancellation is removed. When the deficiency is removed, the teacher shall be placed on the step to which the teacher would have been entitled had the increments not been withheld. This placement shall be made on the opening day of school or February 01, immediately following the submission of evidence of a valid teaching certificate, provided that the submission is made on, or prior to, October 31 or March 31, whichever is applicable, unless the submission of proof is beyond the control of the teacher.

3.2.3.8 Any supportive data (eg TQS evaluation, inservice certificates, etc) submitted for the purposes of a salary reclassification shall be accompanied by a written request for reclassification and directed to the Division of Human Resources.

3.2.3.9 The Board reserves the right to withhold the increment of any teacher, for any year, if in the opinion of the chief superintendent of schools, the service rendered was not considered worthy of an increment. If the service is satisfactory during the year that the increment is withheld, the teacher shall, on the subsequent opening day of school, be placed on the step applicable, had the increment not been withheld. In no case shall an increment be withheld for two or more consecutive years.

#### 3.2.4 Salary Adjustments for Increased Years of Training

3.2.4.1 The adjustment dates for changes in salaries, due to category reclassification, shall be the opening day of school or the first of February of each school year. The qualifications to be considered applicable to the opening day of school adjustment date shall be only those obtained prior to the opening day of school. The qualifications to be considered applicable to the February 01 adjustment date shall be only those which necessarily include some qualifications which are earned after the opening day of the school year. If the teacher does not submit proof, in the form of a TQS evaluation or an inservice course or a music diploma, that another year of teacher education has been acquired, prior to November 30 applicable to the adjustment date of the opening day of school or prior to April 30 applicable to the adjustment date of February 01, any adjustment in salary shall take effect from the first of the month next following the month of submission.

3.2.4.2 In moving from one category of teacher education to a higher one, the teacher shall be placed on the same numbered step in the higher category.

#### 3.2.5 Teachers in Vocational Programs

3.2.5.1 The chief superintendent of schools shall have discretionary power to place, on any step of the Basic Salary Schedule in the category

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determined by the Teacher Qualifications Board, any teacher for Vocational Schools who is recruited from industry to teach in vocational programs, providing the teacher has successfully completed the teacher training courses provided by the universities of Alberta or their equivalents, in his opinion.

3.2.5.2 Any teacher holding grid placement which includes a category or step adjustment for technical proficiency or experience, who requests **and receives** approval for a transfer to a completely non-vocational assignment, shall be placed on the appropriate step and the appropriate category of the Basic Salary Schedule in accordance with the number of years of teaching experience and the applicable Teacher Qualifications Service Evaluation as at the effective date of transfer.

3.2.5.3 If a teacher, transferred in accordance with article 3.2.5.2, requests and receives approval for transfer back to a vocational assignment, the former placement shall apply together **with** earned increments and category changes, **if** applicable. However, the salary plus the vocational allowance shall not exceed the maximum of the applicable category.

### 3.2.6 Discretionary Provisions

3.2.6.1 The Board reserves the right to consider any application on its merits, and to fix the initial salary above the schedule should **it** appear in the interest of the Board to do so, provided that the Interpretation Committee is informed as soon as possible.

3.2.6.2 The Board reserves the right to adjust the grid placement of a teacher who holds a valid journeyman's certificate or its equivalent, and who teaches technical or vocational subjects at the senior high school level for which the possession of such journeyman's qualifications is a requirement.

### 3.3 Salary Payment

3.3.1 The Board shall pay each teacher one-twelfth of **his/her** annual salary on the third last school day of each month except June, July and August, two payments on the third last school day of June and one payment on the third last day of August.

## 4. Allowances - School Personnel

### 4.1 Principal Allowance

In addition to the salary earned as a teacher, a principal shall receive the **applicable administrative allowance**, according to the following schedule, which is based on the total teaching staff of the school :

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Effective 1988 01 01

<u>Less than 15</u>	<u>15 or more but less than 30</u>	<u>30 or more but less than 45</u>	<u>45 or more but less than 60</u>	<u>60 or more</u>
\$8,156	\$11,925	\$14,156	\$15,637	\$20,965

Effective 1989 01 01

<u>Less than 15</u>	<u>15 or more but less than 30</u>	<u>30 or more but less than 45</u>	<u>45 or more but less than 60</u>	<u>60 or more</u>
\$8,319	\$12,164	\$14,439	\$15,950	\$21,384

4.2 Assistant Principal Allowance

In addition to the salary earned as a teacher, an assistant principal shall receive the applicable administrative allowance, according to the following schedule, which is based on the total teaching staff of the school.

Effective 1988 01 01

<u>Less than 15</u>	<u>15 or more but less than 30</u>	<u>30 or more but less than 45</u>	<u>45 or more but less than 60</u>	<u>60 or more</u>
\$4,080	\$5,952	\$7,087	\$7,827	\$10,684

Effective 1989 01 01

<u>Less than 15</u>	<u>15 or more but less than 30</u>	<u>30 or more but less than 45</u>	<u>45 or more but less than 60</u>	<u>60 or more</u>
\$4,162	\$6,071	\$7,229	\$7,984	\$10,898

4.3 The size of the total teaching staff of the school is determined as of September 30 of each year.

4.4 Part-time teachers are to be included in calculating the appropriate allowances, where they equate to full-time equivalents in a school. Part-time teachers are to be included in calculating the appropriate allowance on a prorata basis equated to full-time equivalency in a school.

4.5 An assistant principal shall be paid the allowance of the applicable classification of his/her school, except that in a mixed elementary/junior high school where two assistant principals are employed, each respectively shall receive the applicable allowance of the classification that would apply if the elementary and junior high sections were separate.

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4.6 Schools shall have the following administrative personnel in addition to the principal:

8 - 12 rooms - 1 assistant principal  
13 rooms or over - 1 assistant principal and 1 vice-principal

provided, however, that in larger schools the administrative organization may consist of a principal and assistant principals, together with such other officials as may be necessary or desirable for the efficient functioning of the school. The principal and staff of a school, in consideration of the school's educational needs, may make application to the chief superintendent of schools for the appointment of two or more curriculum leaders in lieu of a vice-principal where the school is entitled to such an appointment.

4.7 No decrease shall hereafter be made in the salary of a principal or assistant principal in consequence of a reduction in the staff of his or her school, if such principal or assistant principal has been employed continuously in the service of the Board for a period of not less than 20 years nor, in other cases, until such time as it appears to the satisfaction of the Board that such reduction is likely to be of considerable duration.

4.8 Any school administrative officer who is appointed to the responsibilities of a senior position for more than 10 consecutive school days, shall be paid the administrative allowance of the senior position, for that period.

4.9 Vice-principals shall receive an administrative allowance of \$2,377 per annum effective 1988 01 01 and \$2,425 per annum effective 1989 01 01.

4.10 Department heads shall receive an administrative allowance of \$2,377 per annum effective 1988 01 01 and \$2,425 per annum effective 1989 01 01.

4.11 Junior high school coordinators and coordinators, adult academic upgrading, continuing education, shall receive an administrative allowance of \$2,377 per annum effective 1988 01 01 and \$2,425 per annum effective 1989 01 01.

4.12 Curriculum leaders shall receive an administrative allowance of \$1,197 per annum effective 1988 01 01 and \$1,221 per annum effective 1989 01 01.

4.13 Teachers who serve concurrently in two or more schools not located on the same campus shall receive, in addition to their applicable regular salaries, an allowance of \$568 per annum effective 1988 01 01 and \$579 per annum effective 1989 01 01.

4.14 If positions entitled "coordinator of student services" and "coordinator of curriculum and development" are approved in a senior high school, the administrative allowance shall be one-half the allowance of the assistant principal of the applicable school.

4.15 Teachers at the Outdoor Education Program shall receive an allowance of \$1,709 per annum effective 1988 01 01 and \$1,743 per annum effective 1989 01 01.

5. Allowances - Other Personnel

5.1 In addition to the salary earned as a teacher, incumbents of the following positions shall receive the applicable annual administrative allowance as outlined below:

<u>Position</u>	<u>Annual Administrative Allowance</u>	
	<u>Effective 1988 01 01</u>	<u>Effective 1989 01 01</u>
Team leaders	\$ 1,197	\$ 1,221
*Consultants	2,377	2,425
Special ists	7,116	7,258
Supervisors	12,169	12,412
Coordinator of staff development	15,637	15,950

\*In addition to this allowance, the current salary of each appointee at the time of appointment shall be fully protected, including any applicable administrative increments. Appointments shall be for a period of two years, but may be reviewed on a year-to-year basis.

5.2 During the life of this agreement and following an evaluation by the Board of the positions listed in this article, salary revisions in this article will be a matter of discussion between the Board and the Local 38, The Alberta Teachers' Association. Any mutually agreed salary revision will be included in a memorandum of amendment to this agreement.

6. Allowances - Substitute Teachers

6.1 Substitute teachers shall be paid \$87.78 per day, with four percent holiday pay added, the amount will be \$91.29 per day effective 1988 01 01 and \$89.54 per day, with four percent holiday pay added, the amount will be \$93.12 per day effective 1989 01 01.

6.2 Substitute teachers employed for a period of 10 consecutive teaching days or more, as a replacement for a specific teacher, shall be

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placed on the basic salary schedule, according to teacher qualifications and experience. This period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional days or such other system-regulated break interrupts the teacher's continuity in the classroom.

7. Allowances - Night School, Summer School, Saturday Morning Classes and Calgary Board of Education Sponsored Activities

7.1 When a Certificate of Qualifications as a teacher, as issued under the Department of Education Act, is required as a condition of employment for teachers employed on an hourly basis, the teacher shall be paid \$30.51 per hour effective 1988 01 01 and \$31.12 per hour effective 1989 01 01.

8. Employment

8.1 All new appointees to the teacher staff shall submit, upon request, valid Alberta teaching authority, a birth certificate, evidence of a satisfactory chest x-ray or skin test, a medical certificate of sound health, upon a form to be provided by the chief superintendent of schools, or his delegated authority, proof of previous teaching experience from previous employer(s), and any other information which may be required for official record purposes.

8.2 Teachers who change their names during the school year shall provide the Division of Human Resources with appropriate evidence, eg, copy of marriage certificate, at the time of request for change. Data must be submitted promptly, especially when a change in teaching certificate is applicable.

8.3 Seniority will be considered along with other factors in determining promotions but on no account will be considered the most important factor.

8.4 Seniority will have greater weight when comparing persons with relatively little service than when comparing persons with many years of service. All persons with 20 years' or more service will generally be considered to have equal seniority.

8.5 Total teaching experience will be considered as a factor in determining promotions.

8.6 Promotions to administrative positions will be contingent upon the appointees being able to give at least five years' service unless there are special factors to compensate for a more limited period.

8.7 Nothing herein shall in any way restrict the Calgary Board of Education from making promotions based on ability and merit.

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8.8 Teachers unable to carry on their duties, due to causes covered by the terms of the agreement, shall give, if possible, at least one hour's notice to the central human resources officer before school assemblies, so that proper substitutes may be obtained. Before returning to duty, the absent teacher shall notify the central human resources offices of such intended return. If returning for the morning sessions, the notification must be given before 7 am, and for afternoon sessions, before 11 am. Failure to observe this regulation shall result in the loss to the teacher of one-half day's salary whether the substitute teacher is required or not, provided however, that the chief superintendent of schools may, at his discretion after investigations of the circumstances, waive the charging of a substitute teacher's salary.

8.9 Upon employment with the Calgary Board of Education, each teacher shall be given a copy of the current collective agreement.

8.10 Teachers will render service for not more than 200 consecutive days, commencing the opening day of school in each school year, exclusive of vacation periods, weekends, holidays and semester breaks. Notwithstanding the above, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their schools operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school closing.

8.10.1 Notwithstanding article 8.10, a teacher who is not in receipt of an administrative or supervisory allowance who renders service during the summer vacation period, at the request of the chief superintendent of schools, or his delegated authority, shall be paid 1/200 of his total annual salary for each day of work.

8.10.2 Teachers appointed to administrative or supervisory positions on or after 1984 11 16 and assigned to Board administrative offices which operate on a year round basis shall be entitled to an annual vacation of not less than six weeks, exclusive of the week between Christmas Day and New Year's Day. The length of vacation shall be determined by the work load of the office and the teachers shall be so informed prior to April 30 of each year. Teachers appointed to such positions prior to this time shall continue to receive annual vacation entitlements they have previously enjoyed in those positions.

8.11 When a teacher is transferred pursuant to section 83 of the School Act, or any enactment substituted therefore, the chief superintendent of schools, or his delegated authority, shall, upon written request of the teacher, give, in writing, the Board's reason or reasons for the transfer.

8.12 In the event that a reduction in teaching staff is necessary, the Board will seek to effect this reduction through attrition.

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9. General Leave of Absence

9.1 This leave may be granted at no cost to the Board for a period of up to one year, as follows:

9.1.1 In case of illness when attested to by a qualified medical practitioner.

9.1.2 To attend university or take post-graduate work.

9.1.3 For any other reason which the Board may approve.

9.1.4 Should the application be refused, the applicant will be given a letter stating the reasons for refusal.

9.2 Applications shall be submitted to the chief superintendent of schools, before December 1 of the school year prior to the leave, except with respect to illness.

9.3 A teacher granted leave shall be guaranteed a position upon the completion of leave as soon as possible but not later than the beginning of the subsequent school year. The applicable basic salary, upon return, shall be the salary that would have applied if the leave had not been granted together with any applicable increments. A teacher who held a continuing administrative designation and who received an allowance as per articles 4 and 5 of this agreement, shall be so designated upon return if such a position is available. Only when so designated shall the teacher receive the applicable allowance for that designation. A teacher granted leave due to illness shall submit a medical certificate verifying fitness to teach.

9.4 Teachers returning from leave may be required to submit a medical certificate.

9.5 Increments will not be credited to a teacher for the period of leave unless the teacher is actively engaged in teaching during the leave period and meets the requirements of the experience increments provisions of this agreement.

9.6 Before proceeding on leave, a teacher shall submit a letter of resignation to the chief superintendent of schools:

(a) dated March 30, when applicable to a leave which expires on June 30, or

(b) dated November 30 of the preceding year, when applicable to a leave which expires on January 31.

This letter of resignation shall be cancelled if the teacher notifies the chief superintendent of schools:

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(a) before March 30, of his/her intention to return to teaching duties at the beginning of the next school year, or

(b) before November 30, of his/her intention to return to teaching duties on February 01 of the same school year.

Such letter shall be written on a common form letter which has been approved by the interpretation committee.

9.7 The period of leave may be extended for an additional period upon written application by the teacher and approval by the chief superintendent of schools.

10. Leave - President of the Calgary Public School Local No 38, The Alberta Teachers' Association

10.1 Upon request for leave, the president shall be seconded from the Board to the Calgary Public School Local No 38, The Alberta Teachers' Association.

10.2 There shall be no cost to the Board during the period of leave.

10.3 The president shall be entitled to one experience increment for each year of this leave.

10.4 The president shall be listed as a member of the Board's teaching staff.

10.5 The president shall receive an applicable salary cheque from the Board according to the collective agreement and shall be subject to its provisions. The Calgary Public School Local No 38, The Alberta Teachers' Association, shall reimburse the Board for the president's salary at such periods as the Board may request.

10.6 The rights and privileges of such group plans as are specified in the collective agreement shall be maintained and continued as for other teachers. All normal deductions such as pension, income tax, and professional fees shall be maintained as for any other teacher.

10.7 The president shall retain such seniority on the Board's staff as has been established prior to accepting the presidency. The president shall be considered for promotions as if still teaching. The president shall be returned to the position held prior to the commencement of leave, or if not available, to a position consistent with his/her previous experience. Where the president held a continuing administrative designation and received an allowance as per articles 4 and 5 of this agreement, the president shall be so designated upon return. Where an administrative position is not available, the president shall retain the designation and applicable allowance and be provided with the first suitable position available.

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10.8 The president shall advise the chief superintendent of schools, as soon as possible, when an extension is applicable due to re-election.

### 11. Professional Improvement Leave

The Board shall grant education leaves of up to one year's duration subject only to the following limitations.

#### 11.1 Eligibility for Leave

11.1.1 A teacher on permanent staff is eligible for and may apply for educational leave of one year's duration provided **he/she** has been employed by the Board as a teacher for a period of at least seven years, immediately preceding the commencement of **leave**.

11.1.2 A teacher on permanent staff is eligible to apply for leave of one-half year's duration provided **he/she** has been employed by the Board as a teacher for at least five consecutive years **immediately** preceding the commencement of leave.

#### 11.2 Number of Leaves Granted (Effective 1985 01 01)

The total number of leaves granted in any one school year shall not exceed one percent, nor be less than one-half of one percent (provided sufficient applications are received as per article 11.3) of the total full-time equivalent teaching force as defined by article 1.1 as of September 30 of the school year in which the leaves are granted. The total number of leaves shall consist of full-year and half-year leaves but no more than one quarter of the total number of leaves to be granted shall be allocated to half-year leaves. Should applications for leave be less than the number required to equal one-half of one percent, leave shall be granted to all applicants who meet the established criteria.

#### 11.3 Application Procedure

11.3.1 Applications for leaves shall be submitted to the chief superintendent of schools before December 01 of the school year prior to the leave and shall be accompanied by a clear statement of the purposes to be achieved.

#### 11.4 Selection Procedure

11.4.1 A committee for professional improvement leaves shall be established prior to June 30 each year and shall be composed of **two** representatives appointed by Local #38, The Alberta Teachers' Association and three representatives appointed by the chief superintendent of schools. The committee shall:

(a) receive from the Board criteria of a general nature to be used in the selection of the applicants for professional improvement Leave ;

(b) identify candidates to be recommended to the Board for approval.

#### 11.5 Method of Payment

11.5.1 Teachers granted leave shall be paid in lieu of salary, in equal monthly instalments, 65 percent of the total annual earnings that the teacher would have been entitled to had the teacher not been on Leave.

11.5.2 Teachers granted a half-year leave shall be paid, in equal monthly instalments in lieu of salary, thirty-two and one-half percent of the total annual earnings that the teacher would have been entitled to had the teacher not been on leave.

#### 11.6 Conditions of Leave

11.6.1 Teachers desiring to be employed in a remunerative occupation while on leave must receive prior approval by the chief superintendent of schools.

11.6.2 Increments will not be credited to teachers for the period of leave.

11.6.3 A staff member granted leave shall be on leave from the school district and not from a particular position. Placement, upon return from leave, shall be in the position held prior to commencement or, if not available, in a position consistent with the previous experience of the teacher and/or one consistent with the training gained by the teacher while on Professional Improvement Leave. The applicable salary shall be in accordance with verified qualifications at the time of recommencement of duties. Teachers who held a continuing administrative designation and who received an allowance as per articles 4 and 5 of this agreement at the time the leave was granted, shall retain that designation upon return and be placed in the first suitable position available. Should a teacher return to service before the expiry date of leave, this article shall apply only at the date the original leave was to expire.

11.6.4 Upon return from leave and prior to recommencement of duties, a teacher shall provide the chief superintendent of schools with a resume of the studies accomplished during leave as evidence of compliance with the application under which the leave was granted.

11.6.5 A teacher granted a full year's leave after the date of this agreement shall undertake to return to duties at the beginning of the school year following the expiration of the leave, and shall further undertake not to resign, or retire from the services of the Board for at least two years after recommencement of duties.

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11.6.6 Teachers granted half-year leaves shall undertake to return to duties immediately after termination of leave and shall not resign or retire from services of the Board for at least two years after recommencement of duties.

11.6.7 A teacher may be granted more than one full year's leave provided that such leave is not less than five years from the conclusion of the preceding leave. Not more than one year's leave shall be granted for each seven years of service.

11.6.8 A teacher may be granted more than one-half year's leave provided that such leave is not less than five years from the conclusion of the preceding leave either under article 9 or article 11.

11.7 Teachers on permanent staff are eligible to apply for leave of one-half year's duration provided they have been employed by the Board as a teacher for at least five consecutive years immediately preceding the proposed commencement of leave. Leaves will be recommended only after full consideration has been given to the needs of the school system, to the availability of teacher replacements and to the opportunities for employment upon return from leave. Under most circumstances, leaves will be granted on the basis that one-half year leave will be combined with one-half year general leave.

11.8 Applications for leave shall be submitted to the chief superintendent of schools at least four months prior to the date of leave. Upon return from leave, the teacher shall provide the chief superintendent of schools with evidence of compliance with the application upon which the leave was granted.

11.9 Staff Development Fund

11.9.1 Commencing 1986 01 01 a fund in the amount of \$220,000 is available annually to teachers or groups of teachers for the purpose of professional development. This fund shall be known as the Staff Development Fund.

11.9.2 Any teacher or group of teachers may make application to the chief superintendent of schools, or his delegated authority, for funds, such application to include a resume of the proposed project.

11.9.3 It is the responsibility of the chief superintendent of schools, or his delegated authority, to rule on each application and inform the applicant of his decision. The decision of the chief superintendent of schools, or his delegated authority, shall be final.

11.9.4 An advisory committee of four teachers will be appointed to assist the chief superintendent of schools, or his delegated authority, in reviewing and revising the guidelines for the fund. The committee will meet as required.

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12. Maternity Leave of Absence

Maternity leave shall be granted on the following basis:

12.1 A teacher who is pregnant is entitled to maternity leave without pay for a definite period of time of less than one full year.

12.2 Upon request, a teacher shall be granted an extension of maternity leave of one full school year or the balance of the school year in which the original leave terminated, whichever is shorter.

12.3 The teacher shall give two weeks' notice, in writing, of the day upon which she intends to commence maternity leave together with a medical statement certifying that she is pregnant and giving the estimated date of delivery.

12.4 A teacher may return to duties prior to the expiration of leave granted under article 12.1, providing a medical certificate indicating the resumption of work will not endanger her health and a suitable position is available.

12.5 The teacher shall be reinstated in the position she occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time maternity leave commenced.

12.6 When a teacher is unable, as a consequence of pregnancy, to continue her duties, she may be required by the chief superintendent of schools to take leave without salary under article 12.1.

12.7 Maternity leave shall be without pay or sickness allowances, and periods of absence will not be counted as experience towards the granting of increments.

13. Temporary Leave of Absence

13.1 Temporary leave for personal reasons can be justified in extraordinary situations. It is not intended that this leave be used to extend holiday periods.

13.1.1 Teachers desiring leave of absence for personal reasons and who obtain authority for same through the chief superintendent of schools, or his delegated authorities, shall be allowed up to and including four days in any one school year with the loss of substitutes' pay only, and shall be deducted full salary for days absent for personal reasons in excess of four days in any one school year.

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13.2 Compassionate Leave

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Leave may be granted with respect to critical illness or death of a near relative. For purposes of this article, the term "near relative" shall be defined as the spouse of the teacher, and the grandparents, parents, brothers, sisters, children, and grandchildren (and their respective spouses) of the teacher and of the teacher's spouse and such other persons as the chief superintendent of schools shall in his discretion designate.

13.2.1 In the event of a critical illness of a near relative or other family emergency, a teacher may be granted a maximum of five days' leave of absence with pay when, at the discretion of the chief superintendent of schools, circumstances warrant it.

13.2.2 Teachers attending the funeral of a near relative in the city may be allowed three days' leave with pay, and, if outside the city, five days' leave with pay. Where the teacher does not attend the said funeral, reasonable leave may be allowed at the discretion of the said chief superintendent of schools.

13.3 Adoption Leave

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13.3.1 Upon request, the Board shall grant adoption leave without pay for a period of up to one year provided the return from leave coincides with the beginning of the school year, the first school day following Christmas or Spring break, or a term break, whichever first follows the end of the leave.

13.3.2 Upon request, a teacher shall be granted an extension of adoption leave of one full school year or the balance of the school year in which the original leave terminated, whichever is shorter.

13.3.3 A teacher shall advise the Board, in writing, of his/her acceptance by the appropriate agency as an adoptive parent within 30 days of such notification of acceptance. Such notice shall include any documentation from said agency confirming the applicant's acceptance.

13.3.4 Commencement of leave shall occur the day on which the adopted child comes into full care of the teacher.

13.3.5 A teacher may return to duties prior to the expiration of leave granted under article 13.3.

13.3.6 A teacher shall be reinstated in the position occupied at the time adoption leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time adoption leave commenced.

13.3.7 Adoption leave shall be without pay or sickness allowance and periods of absence will not be counted as experience towards the granting of increments.

13.3.8 A teacher may be granted up to a maximum of three days with pay for the purposes of completing the necessary documentation and requirements relating to the adoption and receipt of a child.

13.4 Graduate Study

Teachers may be granted, at the discretion of the chief superintendent of schools, temporary leave of absence with pay for graduate study when they are required to leave before the end of June, due to enrolment at educational institutions for a program of summer study, provided the Board is reimbursed for the cost of substitute teachers who are employed due to the absence of the applicable teachers. The costs of substitute teachers employed in these situations shall be shared equally by all teachers who received temporary leaves of absence under the terms of this article.

13.5 Paternity

A teacher may be granted, upon request, at the discretion of the chief superintendent of schools, up to one day's leave with pay at the time of the birth of his child.

14. Sick Leave with Pay

14.1 During the first year of employment with the Board, or during any subsequent current year, a teacher shall be entitled to draw salary for illness for the number of days provided for in the School Act, that is, to a maximum of 20 days.

14.2 Effective 1984 01 01, teachers shall be entitled to accumulate their unused sick leave to a maximum of 200 days.

14.3 The Board may grant, at its discretion, additional sick leave with pay.

14.4 A certificate of illness from a qualified medical or dental practitioner is required by the Board to support requests for sick leave with pay when the absence is for a period over five teaching days.

14.5 Teachers who have been ill for a period not exceeding five teaching days may dispense with a doctor's certificate, provided they present to the Board of Education office a teacher's certificate of such illness.

14.6 A teacher who is quarantined by order of the Medical Officer of Health for the city, or by a provincial authority, may be allowed sick

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leave with pay if the absences for quarantine are certified to by a duly qualified medical officer.

14.7 If deductions are made prior to the accumulation of sick leave, reimbursement, when applicable, shall be paid on the August cheque.

15. Group Insurance Plan

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15.1 The group insurance plan refers to life insurance, accidental death and dismemberment, ~~health benefits~~ (hospitalization and major medical) and ~~long term disability insurance~~ as outlined in the applicable group insurance policies.

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15.2 Participation in the plan shall be a condition of employment for all teachers commencing employment for a full school year on or after 1972 09 01, and for those other teachers who have chosen to participate in the plan.

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15.3 Participation in the plan shall be available on an optional basis to all teachers employed for less than a full school year if the contract is known to be of a duration of not less than five months at the time of employment.

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15.4 The cost sharing of the group insurance plan between the Board and teachers shall be in the following proportions:

	<u>Board</u>	<u>Teacher</u>
Life and accidental death and dismemberment	100%	-0-
Health benefit	100%	-0-

15.4.1 The 1988 premium rates are identified as follows:

15.4.1.1 Life and accidental death and dismemberment  
20.3 cents per \$1,000 of insurance per month per teacher.

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15.4.1.2 Health Benefit:

<u>Single</u>	<u>Family</u>
\$3.92/month/teacher	\$13.19/month/teacher

15.4.2 The 1989 premium rates are identified as follows:

15.4.2.1 Life and accidental death and dismemberment:  
20.3 cents per \$1,000 of insurance per month per teacher.

15.4.2.2 Health Benefit:

<u>Single</u>	<u>Family</u>
\$4.31/month/teacher	\$14.51/month/teacher

15.4.3 If during the term of this agreement any of the preceding premium rates are more or less than those identified above, the Board shall pay the total amount.

15.4.4 The cost sharing of the long term disability plan shall be in the following proportions:

<u>Board</u>	<u>Teachers</u>
-0-	100%

15.4.4.1 The 1988 premiums are identified as:  
\$13.92 per \$1,000 of salary per teacher.

15.4.4.2 The 1989 premiums are identified as:  
\$12.53 per \$1,000 of salary per teacher.

15.4.5 If during the term of this agreement the preceding premium rates are more or less than those identified above the teachers shall pay the total amount.

15.5 The Board will administer the plan.

15.6 The Association, upon request, shall be entitled to meet with the superintendent of human resources, or his designated representative, for the purpose of reviewing concerns relating to group insurance plans applicable to those covered by this agreement.

15.7 The Board agrees that no reduction in the amounts of insurance will occur without the prior approval of The Alberta Teachers' Association.

16. Alberta Health Care Insurance Plan

16.1 The cost sharing of the Alberta Health Care Insurance Plan premiums shall be in the following proportions:

<u>Board</u>	<u>Teachers</u>
100%	-0-

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16.1.1 The 1988 premiums are identified as follows:

<u>Single</u>	<u>Family</u>
\$18/month/teacher	\$36/month/teacher

16.1.2 The 1989 premiums are identified as follows:

<u>Single</u>	<u>Family</u>
\$18/month/teacher	\$36/month/teacher

16.2 If during the term of this agreement any of the preceding premium rates are more or less than those identified above, the Board shall pay the total amount.

17. Dental Plan

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17.1 The cost sharing of the dental plan between the Board and the teachers shall be in the following proportions:

<u>Board</u>	<u>Teachers</u>
70%	30%

17.1.1 The 1988 premiums are identified as follows:

	<u>Single</u>	<u>Family</u>
The Board	\$17.40/month/teacher	\$50.29/month/teacher
The teachers	7.46/month/teacher	21.55/month/teacher

17.1.2 The 1989 premiums are identified as follows:

	<u>Single</u>	<u>Family</u>
The Board	\$18.27/month/teacher	\$52.80/month/teacher
The teachers	8.21/month/teacher	23.71/month/teacher

17.1.3 If during the term of this agreement the preceding premium rates are more or less than those identified above, the difference will be borne in the proportions set out in 17.1.

17.2 Participation in the plan shall be a condition of employment for all teachers commencing employment for a full year on or after 1982 01 01 and for those other teachers who have chosen to participate.

17.3 If, after the term of this agreement any of the premium rates in Articles 15, 16 and 17 increase, the parties will continue to pay the

premiums in the proportions that are currently set out in those Articles, unless renegotiated.

18. Interpretation and Grievance Procedures

18.1 An interpretation committee, consisting of four members appointed by the Association, one of whom shall be a member of the teachers' negotiating committee together with one representative of the Board and three representatives appointed by the chief superintendent of schools, shall meet once per month, if necessary. A quorum of this committee shall consist of all members. The Director of Employee Relations, or his delegated authority, shall act as the secretary of this committee.

18.2 Any teacher who believes that a grievance has occurred with respect to the application of the terms of this agreement shall present, in writing, a statement setting out the nature of the alleged grievance, the article(s) of the agreement which have been allegedly violated, and the remedy sought to the Director of Employee Relations with a copy to the president, Local No 38 of The Alberta Teachers' Association. Any such statement must be submitted within 40 working days after the incident or misunderstanding which resulted in the alleged grievance. In the event that the submission is presented after the 40 day period, the superintendent, Division of Human Resources, may consider the request. If the request is disallowed, the teacher may request consideration by the interpretation committee within the limits of article 18.3. The interpretation committee shall decide on hearing applications for interpretation that have been submitted beyond the limitation period when, in the opinion of the majority of that committee, there are extenuating circumstances to merit such action. No grievance shall be defeated solely because a teacher has cited no, or an incorrect article of this agreement, or has sought an inappropriate remedy.

18.3 If the grievance has not been settled within 15 days after the date of submission of the alleged grievance, the teacher may present, within five days thereafter, in writing, a statement of the nature of the grievance to the secretary of the interpretation committee requesting consideration of the grievance.

18.4 When the interpretation committee receives notice of the submission of the grievance, it shall be required to give its decision within 21 days following the receipt of such notice and shall dispose of each grievance before proceeding to another, except whereby unanimous consent of the interpretation committee the hearing of such grievance is adjourned for the purpose of obtaining further information.

18.5 The committee will establish its own rules for receiving and hearing of evidence. The decision of the committee shall be by vote with each party to the agreement having one vote. If the interpretation committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

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18.6 After each meeting of the interpretation committee, the secretary shall forward the committee's decision to the teacher, in writing, also copies to the chief superintendent of schools, to the president of Local No 38 of The Alberta Teachers' Association and to the committee members. When a request has been denied, the reasons for denial are to be made known to the teacher in writing.

18.7 If the interpretation committee does not reach a decision, either party may, by written notice served on the other party within 10 days after the date on which the committee voted on the disposition of the grievance or within 10 days after the expiration of the said period of 21 days, whichever is the shorter, require the establishment of a grievance board as hereinafter provided, and if such notice is not served within the time limit, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the hearing of the grievance board. Such notice shall contain a statement of the nature of the grievance.

18.8 Each party shall appoint one member as its representative on the grievance board within seven days of such notice as specified in article 18.7 and the two members so appointed shall endeavour to select an independent chairman.

18.9 If the two members fail to select a chairman within five days after the day on which the last of the two members is appointed, they shall request the Minister of the Department of Labour to select a chairman.

18.10 The grievance board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

18.11 The grievance board shall neither change, modify or alter any of the terms of this agreement, nor shall the grievance board make a decision which will be contrary to the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by, or not arising during the term of this agreement.

18.12 The grievance board shall give its decision not later than 14 days after the appointment of the chairman except that with the consent of both the Calgary Public School Local of the Association and the Board, such limitation of time may be extended. The findings and decisions of a majority of the members of the grievance board shall be the findings and decision of the grievance board and shall be binding on the parties. If there is no majority the decision of the chairman shall be the decision of the grievance board.

18.13 Each party to the grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairman.

18.14 Where any references in this article, Interpretation and Grievance Procedures, are to a period of days, such a period shall be exclusive of Saturdays, Sundays, statutory holidays and summer vacation.

18.15 **Notwithstanding** anything contained in this agreement, either party to this agreement may submit, through the interpretation and grievance procedures, any **differences** respecting the interpretation, application, operation, contravention or alleged contravention thereof.

19. Working Conditions

19.1 Staff deployment is the responsibility of the principal and his/her staff.

19.2 **It** is understood that teachers are expected to participate in those aspects of student activities which are normal extensions of the classroom program. Also, **it** is understood that some parameters for extracurricular activities are necessary in order to ensure both the quality of classroom instruction and a viable work load for teachers. The extent of school involvement in extracurricular activities must be determined by the principal and his/her staff. Teachers who have chosen to undertake a specific extracurricular activity shall be committed to that activity for its duration in that school year, unless an emergent situation prohibits continuance.

19.3 A teacher not in receipt of any administrative allowances will not be assigned duties in excess of 30 hours per week, averaged over the school year. Effective the opening day of the 1980-1981 school year, a maximum of 23 hours averaged over the school year, of the above mentioned 30 hours will be devoted to the instruction of students. The remainder of the assignable hours shall be devoted to non-instructional duties, including such functions as marking, lesson preparation, student interviews, supervision, and other related professional duties as the principal may deem necessary for the proper and orderly functioning of the school. Teachers may be granted additional non-instructional time in accordance with Board policy related to compensation for exceptional work load.

19.4 The teachers recognize the right and responsibility of the Board to formulate policy. The Board agrees that **it** will not make changes in present working conditions which are not covered in this agreement without first having the matter considered by the committee constituted by this clause. This committee shall also consider matters designed to improve the teaching and learning situation or other matters of interest or concern.

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This committee shall be composed of four representatives of the Calgary Board of Education, at least one of whom shall be a trustee and four representatives of the local, at least one of whom shall be an elected member of the local executive.

The committee shall meet at the request of either party at a mutually agreeable time.

The committee shall not deal with **interpretation/grievance** matters nor discuss the modification of the collective agreement or any other matter properly left to the normal collective bargaining process. **No** agreement, decisions, or action of the committee shall be construed by any party as an interpretation or modification of this agreement.

19.5 In each year there shall be two non-teaching **organizational** days, the activities of which shall be determined by the staff of each school. A plan of such activities shall be submitted to the educational leadership center superintendent who may require, as a **condition** of his approval, that the plan be altered or modified prior to each such organizational day. In addition, there shall, in each year, be three non-teaching professional activity days to be determined by the staff of each school in consultation with the educational leadership center superintendent and in all cases the staff shall submit a report **as** to the fulfillment of the plan of activities within a reasonable time after each of the five days.

19.6 The **pupil/teacher** ratio for school-based staff shall be no more than 18.4:1.

Notwithstanding the above, in any one school year the Board may redeploy up to 2.5 percent of the school-based staff in place September 30, 1988, from any one division to another division. Such percentage of redeployment will be non-cumulative.

The ratio includes school-based regular teachers, administrators, librarians, and counsellors but does not include project staff who serve the schools, such as: EOF staff, ESL staff, special education and compensatory staff.

20. Unemployment Insurance Commission Rebate

20.1 The Board and the Association agree that the Unemployment Insurance Commission rebate has been shared, according to the appropriate section(s) of the Unemployment Insurance Act, through the increase in the benefits contained in this agreement, and that no further adjustment will be passed on to the teachers.

21. Secondment

21.1 Teachers seconded from the Calgary Board of Education shall be subject to the following provisions. The teacher shall be entitled to experience increments for each year of the secondment. The teacher shall be listed as a member of the Calgary Board of Education teaching staff. The teacher shall receive **his/her** salary cheque from the Calgary Board of Education according to the collective agreement and with the exception of articles 8.10 and 19.3 shall be subject to its provisions. The rights and privileges of such group plans as specified in the collective agreement shall be maintained and continued as for other teachers. All normal deductions (such as pension, income tax, professional fees) shall be maintained as for any other teacher. The teacher shall retain such seniority on the Calgary Board of Education staff as has been **established** prior to being seconded. Placement immediately after the period of secondment shall be in the position held prior to the commencement of leave or, **if** not available, in a position consistent with the teacher's previous experience. A teacher who held a continuing administrative designation and who received an allowance as per articles 4 and 5 of this agreement, shall be **so** designated upon return and shall receive the applicable allowance for that designation. Where that designation is not available, the teacher shall retain that designation and applicable **allowance** and shall be placed in the first **suitable** position **available**.

22. General Application

22.1 Teachers employed on a part-time **basis** shall be paid salaries and applicable allowances as provided in articles 3, 4 and 5 proportionate to the amount of time the teacher **is employed** as **it** relates to full-time.

22.2 **No** individual covered by this agreement shall suffer a **reduction** in total compensation defined as salary plus applicable allowances only because of agreed to changes in the allowances outlined in articles 4 and 5 of this agreement.

22.3 This agreement cancels all former agreements and all provisions appended thereto.

APPENDIX 'A'

to the agreement between the Board of Trustees of the Calgary Board of Education and The Alberta Teachers' Association

1. Recognition of Non-University Courses for Salary Purposes

1.1 Teachers shall be permitted to retain previously granted credits.

1.2 Credits for Calgary Board of Education inservice courses shall be recognized for purposes of transfer to salary categories 'B', 'C' and 'D' on the basis of one course being regarded as the equivalent of one-half of a standard university course.

1.2.1 Credit for transfer to category 'D' shall be limited to the equivalent of one university year.

1.3 Teachers shall be allowed one year of additional education upon the provision of evidence of an LTCL, ATCL, ARCT, AMRC, ATCM, LRSM, AMus UA, AMus US or AMus UM music diploma, provided that: (1) music shall form part of the teaching or supervisory program of the teacher or be included in assignments beyond the specific class to which the teacher is assigned and (2) the requirements of the diploma are not being counted in any other way for salary purposes.

1.4 Inservice courses shall mean those courses which are approved as such by the chief superintendent of schools.