

SOURCE	BOARD		
EFF.	93	09	01
TERM.	94	08	31
No. OF EMPLOYEES	5365		
NOMBRE D'EMPLOYÉS	<i>ll</i>		

**AGREEMENT**

**THE BOARD OF TRUSTEES OF THE CALGARY BOARD OF EDUCATION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

**1993 September 01**

**to**

**1994 August 31**

*10/1/93*

*05028(05)*



## CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Application	1
2	Term	2
3	Administration of the Basic Salary Schedule	2
4	Allowances - School Personnel	7
5	Allowances - Other Personnel	10
6	Administrative Appointments	10
7	Provisions Applicable to Teachers Employed as Substitute Teachers	12
8	Provisions Applicable to Teachers Employed in Continuing Education Programs, Summer School Programs and other Calgary Board of Education Sponsored Activities	13
9	Employment	14
10	General Leave of Absence	17
11	Deferred Salary Leave Plan	19
12	Leave - President and the Economic Policy Committee Chairman of the Calgary Public Teachers Local #38, ATA	19
13	Professional improvement Leave	20
14	Parental Leave of Absence	24
15	Temporary Leave of Absence	26
16	Job Sharing	27
17	Sick Leave with Pay	28
18	Group Benefits Plan	30
19	Retired Employee's Benefits Package	31
20	Grievance and Interpretation Procedure	32
21	Working Conditions	36
22	Unemployment Insurance Commission Rebate	38
23	Secondment	38
24	General Application	39
Appendix "A"	Recognition of Non-University Courses for Salary Purposes	
Appendix "B"	Temporary Leave Guidelines	
Appendix "C"	Three Year Term Renewable Criteria for Re-Appointment	
Appendix "D"	Letter of Intent Re: Pupil/Teacher Ratio	
Appendix "E"	Letter of Intent Re: Addressing the Diversity of Students	
Appendix "F"	Letter of Intent Re: Early Retirement Incentive Plan	



**A COLLECTIVE AGREEMENT**

made this 1<sup>st</sup> day of December A.D., 1993.

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 the 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 Director of Continuing  
Education, Directors in the Department of Research and  
System Development, the Director of Planning, the  
Director of Staffing, the Staffing Officer and the Human  
Resources Systems Analyst.

1.2 The Board may create or designate new administrative  
positions with respect to teachers covered by this  
agreement. Applicable administrative allowances and  
salaries for such newly created or designated  
administrative positions 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 fifteen (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.

2. Term

- 2.1 Unless stated otherwise, this Agreement shall take effect on **1993.09.01** and shall continue in full force and effect through **1994.08.31**.
- 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 thirty (30) days and not more than one hundred and fifty (150) days prior to the last date stated in clause **2.1**.
- 2.3 If notice has been given in accordance with clause **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.
- 2.5 Both parties agree to direct their bargaining teams to continue to collaborate on topics of mutual interest for possible inclusion in the next round of collective bargaining.

3. Administration of the Basic Salary Schedule

3.1 Basic Salary Schedule

Categories Representing Years of Teacher Education beyond Alberta Grade XII

Effective 1993.09.01

<b>STEP</b>	<b>E</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
0	27,980	27,980	27,980	31,625	33,595	35,845
1	27,980	27,980	27,980	33,595	35,565	37,815
2	27,980	27,980	27,980	(35,565)	37,535	39,785
3	27,980	27,980	29,395	37,535	39,505	41,755
4	27,980	27,980	30,810	39,505	41,475	43,725
5	27,980	29,260	32,225	41,475	43,445	45,695
6	27,980	30,540	33,640	43,445	45,415	47,665
7	29,120	31,820	35,055	45,415	47,385	49,635
8	30,260	33,100	36,470	47,385	49,355	51,605
9	31,400	34,380	37,885	49,355	51,325	53,575
10	32,450	35,525	39,160	51,325	53,295	55,545
11				53,425	55,395	57,645

## 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 in-service course or a music diploma.

(b) experience, in writing.

Such proof must be submitted within two (2) 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 (1) increment for each full year of teaching experience acquired prior to current engagement with the Board, 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 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.

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 mean:

(a) days under contract (continuing, probationary, part-time, 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 seven years;

(c) days taught for the Correspondence School Branch.

3.2.3.3 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 (1) 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 (1) experience increment during any one school year.



- 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 who requires a Letter of Authority, shall be allowed one (1) 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 supporting data (e.g. TQS evaluation, in-service 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 (2) 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 1 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 T.Q.S. evaluation or an in-service 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 determined by the Teacher Salary 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 the opinion of the Chief Superintendent.

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 clause 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. Payment shall be by direct deposit to a bank account of each teacher's choice.

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.

Effective 1993.09.01

<u>LESS THAN 30</u>	30 OR MORE BUT <u>LESS THAN 45</u>	45 OR MORE BUT <u>LESS THAN 60</u>	<u>60 OR MORE</u>
\$14,820	\$17,592	\$19,431	\$26,052

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 1993.09.01

<u>LESS THAN 30</u>	30 OR MORE BUT <u>LESS THAN 45</u>	45 OR MORE BUT <u>LESS THAN 60</u>	<u>60 OR MORE</u>
\$ 7,396	\$ 8,807	\$ 9,727	\$13,277

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 on a pro rata basis in calculating the appropriate allowances, where they equate to full-time equivalents 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 (2) 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.

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

10 or more total FTE teaching staff  
excluding the Principal - 1 Assistant Principal  
14 or more total FTE teaching staff  
excluding the Principal - 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 (2) 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 twenty (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 five (5) 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 **\$2,955** per annum effective **1993.09.01**.
- 4.10 Department heads shall receive an administrative allowance of **\$2,955** per annum effective **1993.09.01**.
- 4.11 Junior High School Coordinators and Coordinators, Adult Academic Upgrading, Continuing Education, shall receive an administrative allowance of **\$2,955** per annum effective **1993.09.01**.
- 4.12 Curriculum leaders shall receive an administrative allowance of **\$1,487** per annum effective **1993.09.01**.
- 4.13 Teachers who serve concurrently in two (2) or more schools not located on the same campus shall receive, in addition to their applicable regular salaries, an allowance of **\$705** per annum effective **1993.09.01**.
- 4.14 If positions entitled "Coordinator of Student Services" and "Coordinator of Curriculum and Development" are approved in a senior high school, each administrative allowance shall be one-half ( $\frac{1}{2}$ ) the allowance of the assistant principal of the applicable school.
- 4.15 Teachers at the Outdoor Education Program shall receive an allowance of **\$2,124** per annum effective **1993.09.01**.
- 4.16 No teacher shall suffer a loss of administrative allowances and salaries due only to any reorganization taking place during the currency of this agreement.

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:

Annual Administrative Allowance

<u>Position</u>	<u>Effective</u> <u>1993.09.01</u>
Team Leaders	\$ 1,487
*Consultants	\$ 2,955
Specialists	\$ 8,842
Supervisors	\$15,121
Coord. of Staff Development	\$19,431

\*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.

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, Alberta Teachers' Association. Any mutually agreed salary revision will be included in a memorandum of amendment to this Agreement.

6. Administrative Appointments

a) Tenured Appointments

The Board agrees that administrators appointed to administrative positions prior to **1991.04.16**, who have been granted tenure or who are on track for tenure in those positions, shall retain such tenure.

b) Three Year Term Renewable Positions

Notwithstanding (d) and (e) below, all administrative designations after **1991.04.16**, shall be for a three year term renewable.

Refer to Appendix "C" of this document for Criteria for Re-appointment of a Three Year Term Renewable.

When either party deems changes to the criteria are necessary, such changes shall be subject to mutual agreement by the parties. Where changes to the criteria cannot be agreed to by the parties, within a three (3) month time frame, the disagreement will be resolved through Article 20 of this agreement.

Where a teacher feels that the Board's decision not to re-appoint him or her is inconsistent with the established criteria, the teacher shall have the right to appeal such decision through Article 20 of this agreement. Should the matter advance to arbitration, the arbitration board shall rule **as** to the fair and reasonable application of the criteria.

Upon resignation from or non-renewal of an administrative designation, the teacher shall be returned to a position no less favourable than that occupied immediately prior to the appointment to the administrative designation.

c) Voluntary Leaves of Absence during Three Year Term Renewable Appointments

1. If a voluntary leave of one (1) year or greater is granted during the first three year term appointment to a new administrative designation, the administrative designation must be relinquished.
2. If a voluntary leave of less than one (1) year is granted during the first three year term appointment to a new administrative designation, the term will be extended by the length of the leave.
3. If a voluntary leave of one (1) year or greater is granted during subsequent re-appointments to the same administrative designation, the administrative designation will be extended by one year to allow for assessment.

d) One Year Term • Subject to Re-appointment

Curriculum leaders are appointed for a period of one year and are subject to re-appointment on a year-to-year basis.

e) Non-Renewable Positions

Consultants are appointed on the basis of three (3) year term appointments which may be extended for one additional year under exceptional circumstances.

f) System Principal

A teacher appointed to the position of System Principal shall be paid his/her current salary and allowances or his/her current salary plus the allowance of a Principal with a staff of less than 30, whichever is greater. Such positions shall be term specific and will not be included in the Pupil/Teacher Ratio calculation.

g) System Assistant Principal

A teacher appointed to the position of System Assistant Principal shall be paid his/her current salary and allowances or his/her salary plus the allowance of an Assistant Principal with a staff of less than 30, whichever is greater. Such positions shall be term specific and will not be included in the Pupil/Teacher Ratio calculation.

7. Provisions Applicable to Teachers Employed as Substitute Teachers

7.1 Substitute teachers shall be paid seventy-five (75%) percent of 1/200 of Category D-0 per day with four (4%) percent vacation pay added effective 1993.09.01.

7.2 Substitute teachers employed for a period of ten (10) consecutive teaching days or more, as a replacement for a specific teacher, shall be 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 nonconsecutive, if a holiday, teachers' convention, professional days or such other system-regulated break interrupts the teacher's continuity in the classroom.

7.3 By August 1 of each year, a substitute teacher shall be issued a statement of the number of days taught during the past school year.



- 7.4 The Board agrees to provide a group benefits plan for substitute teachers. The group benefits plan refers to life insurance, accidental death and dismemberment, extended health care benefits (hospitalization and major medical) and basic dental insurance. The cost of the benefit plan premiums shall be one hundred (100%) percent paid by the substitute teacher. Participation in the plan shall be a condition of employment for all substitutes.
- 7.5 Substitute teachers who have attained a minimum of 300 days of satisfactory teaching service with the Board in the previous seven (7) years, and who have not been placed on the substitute roster at the start of the next school year, shall, upon request, be notified of the reasons in writing.
8. Provisions Applicable to Teachers Employed in Continuing Education Programs, Summer School Programs and other Calgary Board of Education Sponsored Activities
- 8.1 By November 1 of each year, all Adult Academic Program (AAP) teachers shall be issued a statement reflecting the number of hours taught during the past school year.
- 8.2 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 \$37.92 per hour, with four (4%) percent vacation pay added the amount will be \$39.44 per hour, effective 1993.09.01.
- Teachers who have completed five (5) or more continuous years of employment with the Board shall receive six (6%) percent vacation pay making the amount \$40.20 per hour effective 1993.09.01 when added to the base rate.
- Five (5) years or more continuous employment means one course taught in each of two semesters each year for five (5) years or more.
- 8.2.1. The Principal, Junior High Summer School, shall receive the sum of \$3,860 effective 1993.09.01, for each summer session in addition to the annual salary earned as a teacher and any other allowance entitlement.

8.3 The Board agrees to pay one (1) hour, at the regular rate, to teachers employed in the Division of Continuing Education for each full block of fifteen (15) hours instructional time, or prorated part thereof, served by such teachers in the employ of the Board. This is unassigned time in recognition of non-instructional duties.

8.4 A committee including equal representation from currently practicing Adult Academic Program (AAP) teachers and the Calgary Board of Education (CBE) will be formed. The purpose of this committee will be to develop and implement pilot programs that enhance working conditions and benefits of teachers in the AAP program. Given AAP budget approval, the committee may pilot such programs for up to two (2) years. The committee must provide a written evaluation and report of its activities including recommendations to the Superintendent's Council of the CBE, the Executive Committee of the Calgary Public Teachers Local #38, ATA and the Governance Committee of the AAP by March 1 of each year. Approved recommendations from the groups mentioned above will be considered for inclusion in the next round of negotiations.

9. Employment

9.1 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 the delegated authority, proof of previous teaching experience from previous employer(s), and any other information which may be required for official record purposes.

9.2 Teachers who change their names during the school year shall provide the Division of Human Resources with appropriate evidence, e.g., 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.

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

- 9.4 Seniority will have greater weight when comparing persons with relatively little service than when comparing persons with many years of service. All persons with twenty (20) years' or more service will generally be considered to have equal seniority.
- 9.5 Total teaching experience will be considered as a factor in determining promotions.
- 9.6 Nothing herein shall in any way restrict the Calgary Board of Education from making promotions based on ability and merit.
- 9.7 Teachers unable to carry on their duties, due to causes covered by the terms of the Agreement, shall give, if possible, at least one (1) hour's notice to the central Human Resources officer before school assembles, 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 7:00 a.m. and for afternoon sessions, before 11:00 a.m. Failure to observe this regulation shall result in the loss to the teacher of one-half ( $\frac{1}{2}$ ) day's salary whether the substitute teacher is **required** or not, provided however, at the discretion of the Chief Superintendent of Schools, after investigations of the circumstances, may waive the charging of a substitute teacher's salary.
- 9.8 Upon employment with the Calgary Board of Education, each teacher shall be given a copy of the current Collective Agreement.
- 9.9 Teachers will render service for not more than two hundred (**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.

- 9.9.1 Notwithstanding clause 9.9, 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 the delegated authority, shall be paid 1/200 of his/her total annual salary for each day of work.
- 9.9.2 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 (6) weeks, exclusive of the week between Christmas Day and New Year's Day. The length of vacation shall be determined by the workload 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.
- 9.10 When a teacher is transferred pursuant to Section 85 of The School Act, or any enactment substituted therefore, the Chief Superintendent of Schools, or the delegated authority, shall, upon written request of the teacher, give, in writing, the Board's reason or reasons for the transfer.
- 9.11 In the event that a reduction in teaching staff is necessary, the Board will seek to effect this reduction through attrition.
- 9.12 Where a reduction in teaching staff and system program cuts cannot be achieved by attrition, system seniority will be the sole determining factor.
- 9.12.1 For the purpose of this clause the following types of service with the Calgary Board of Education will be used to calculate system seniority: unbroken service including interim and probationary service followed by an immediate continuing contract, paid sick leave, professional improvement leave, exchange teaching, university associate, secondment to other organizations, ATA duty, up to six (6) months maternity leave, DND service, jury duty, authorized leaves of thirty (30) working days or less.

9.12.2 The Calgary Board of Education will undertake to produce a system seniority list of all teachers covered by this collective agreement. A copy will be given to the Calgary Public Teachers Local #38, ATA. Individual teachers will receive a statement of accumulated system seniority (years plus months). Teachers will be expected to verify the accuracy of these statements.

9.12.3 Where agreement cannot be reached regarding the accuracy of an employee's system seniority statement, the employee has the right to appeal under the provisions of Article 20 of this collective agreement.

9.12.4 Where system seniority is a consideration, the definition of seniority in clause 9.12.1 will be used.

## 10. General Leave of Absence

10.1 This leave may be granted at no cost to the Board for a period of up to one (1) year, as follows:

10.1.1 For reasons of health. A medical certificate may be requested by the Board to support a general leave of this nature.

10.1.2 To attend university.

10.1.3 Leave may be granted at no cost to the Board for a period of up to two (2) years to pursue a post-graduate degree.

10.1.4 For any other reason which the Board may approve.

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

10.2.1 Applications shall be submitted to the Chief Superintendent of Schools or the delegated authority by March 31 of the school year prior to the requested commencement of leave, except with respect to reasons of health or unforeseen circumstances.

10.3 A teacher 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 the commencement or if not available, in a position consistent with the previous experience of the teacher or one consistent with the training gained by the teacher while on leave. The applicable salary shall be in accordance with the statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service at the time of recommencement of

duties. A teacher who held a continuing administrative designation and who received an allowance just prior to the leave 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.

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

10.5 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.

10.6 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:

(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 1 of the same school year.

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

10.7 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.

11. Deferred Salary Leave Plan

11.1 The Board in consultation with the Alberta Teachers' Association, shall offer to all teachers on a permanent contract a Deferred Salary Leave Plan. For the period of **1993.09.01** to **1994.08.31**, the Board will pay any administrative costs in excess of one hundred (\$100.00) dollars per participant per annum.

11.2 A teacher granted a Deferred Salary 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 Deferred Salary Leave.

11.3 Sick leave credits will not be accumulated during the year spent on leave.

11.4 It is understood that increments will not be credited to a teacher for the period of leave under this Article unless the teacher is actively engaged in teaching during the leave period and *meets* the requirements of the experience increments provisions of this agreement.

11.5 A teacher's benefits will be maintained by the Board during his/her leave of absence. The teacher shall pay to the Board the full cost of any benefit premiums paid on his/her behalf.

12. Leave - President and the Economic Policy Committee Chairman of the Calgary Public Teachers Local #38, Alberta Teachers' Association

12.1 Upon request for leave, the President and the Economic Policy Committee Chairman shall be seconded from the Board to the Calgary Public Teachers Local #38, Alberta Teachers' Association.

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

12.3 The President and the Economic Policy Committee Chairman shall be entitled to one (1) experience increment for each year of this leave.

12.4 The President and the Economic Policy Committee Chairman shall be listed as a member of the Board's teaching staff.

12.5 The President and the Economic Policy Committee Chairman shall receive an applicable salary cheque from the Board according to the Collective Agreement and shall be subject to its provisions. The Calgary Public Teachers Local #38, Alberta Teachers' Association, shall reimburse the Board for the President's and the Economic Policy Committee Chairman's salary at such periods as the Board may request.

12.6 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.

12.7 The President and the Economic Policy Committee Chairman shall retain such seniority on the Board's staff as has been established prior to accepting the presidency or the Economic Policy Committee chairmanship. The President and the Economic Policy Committee Chairman shall be considered for promotions as if still teaching. The President and the Economic Policy Committee Chairman 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 and/or the Economic Policy Committee Chairman held a continuing administrative designation and received an allowance as per Articles 4 and 5 of this Agreement, the President and/or the Economic Policy Committee Chairman shall be so designated upon return. Where an administrative position is not available, the President and/or the Economic Policy Committee Chairman shall retain the designation and applicable allowance and be provided with the first suitable position available.

12.8 The President and the Economic Policy Committee Chairman shall advise the Chief Superintendent of Schools, as soon as possible, when an extension is applicable due to re-election.

13. Professional improvement Leave

The Board shall grant education leaves of up to one (1) year's duration subject only to the following limitations:



13.1 Eligibility for Leave

13.1.1 Teachers on permanent staff are eligible for and may apply for educational leave of one (1) year's duration provided they have been employed by the Board as a teacher for a period of at least seven (7) years, immediately preceding the commencement of leave.

13.1.2 Teachers on permanent staff are eligible for and may apply for educational leave of up to one-half ( $\frac{1}{2}$ ) year's duration provided they have been employed by the Board as a teacher for at least five (5) consecutive years immediately preceding the commencement of leave.

13.2 Number of Leaves Granted

The total number of leaves granted in any one (1) school year shall not exceed one percent (1%), nor be less than one half of one percent ( $\frac{1}{2}\%$ ) (provided sufficient applications are received as per clause 13.3) of the total full-time equivalent teaching force as defined by clause 1.1 a5 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 ( $\frac{1}{4}$ ) 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 ( $\frac{1}{2}\%$ ), leave shall be granted to all applicants who meet the established criteria.

13.3 Application Procedure

13.3.1 Applications for leaves shall be submitted to the Chief Superintendent of Schools before December 1 of the school year prior to the leave and shall be accompanied by a clear statement of the purposes to be achieved.

13.4 Selection Procedure

13.4.1 A committee for professional improvement leaves shall be established prior to June 30 each year and shall be composed of two (2) representatives appointed by the Calgary Public Teachers Local #38, ATA, and three (3) 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 selection of the applicants for professional improvement leave;

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

**13.5**      Method of Payment

- 13.5.1      A teacher granted a leave of one (1) year shall be paid, in equal monthly installments in lieu of salary, sixty-five (**65%**) percent of the total annual earnings that the teacher would have been entitled to had the teacher not been on leave.
- 13.5.2      A teacher granted a leave of up to one-half ( $\frac{1}{2}$ ) year shall be paid, in equal monthly installments in lieu of salary, thirty-two and one-half ( $32\frac{1}{2}\%$ ) percent of the total annual earnings that the teacher would have been entitled to had the teacher not been on leave.

**13.6**      Conditions of Leave

- 13.6.1      Teachers desiring to be employed in a remunerative occupation while on leave must receive prior approval by the Chief Superintendent of Schools.
- 13.6.2      Increments will not be credited to teachers for the period of leave.
- 13.6.3      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.
- 13.6.4      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.

- 13.6.5 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 (2) years after recommencement of duties.
- 13.6.6 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 one (1) year after recommencement of duties.
- 13.6.7 A teacher may be granted more than one (1) full year's leave provided that such leave is not less than five (5) years from the conclusion of the preceding leave. Not more than one (1) year's leave shall be granted for each seven (7) years of service.
- 13.6.8 A teacher may be granted more than one-half ( $\frac{1}{2}$ ) year's leave provided that such leave is not less than five (5) years from the conclusion of the preceding leave either under Article 10 or Article 13.
- 13.7 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, leave will be granted on the basis that one-half ( $\frac{1}{2}$ ) year leave will be combined with one-half ( $\frac{1}{2}$ ) year general leave.
- 13.8 Staff Development Fund
- 13.8.1 A fund in the amount of two hundred and fifty thousand dollars (**\$250,000**) 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.
- 13.8.2 Any teacher or group of teachers may make application to the Chief Superintendent of Schools, or the delegated authority of the Chief Superintendent of Schools, for funds. Such application shall include a resume of the proposed project.
- 13.8.3 It is the responsibility of the Chief Superintendent of Schools, or the delegated authority, to rule on each application and inform the applicant of the decision. The decision of the Chief Superintendent of Schools, or the delegated authority, shall be final.

**13.8.4** An advisory committee of four (4) teachers will be appointed to assist the Chief Superintendent of Schools, or the delegated authority, in reviewing and revising the guidelines for the fund. The committee will meet as required.

**14.** Parental Leave of Absence

**14.1** Maternity Leave of Absence

**14.1.1** A teacher, upon providing the Board at least two (2) weeks notice in writing, shall be entitled to maternity leave of absence without pay for a period of up to six (6) months. Such notice shall be accompanied by a medical statement certifying that the teacher is pregnant and giving the estimated date of birth of the child.

**14.1.2** Notwithstanding the provisions in clause **14.1.1**, this leave of absence shall begin, or shall be deemed to have begun, no later than six (6) weeks after the day of the birth of the child and shall in no case extend beyond six (6) months from the day of the birth of the child.

**14.1.3** Should a teacher wish to continue participation in the benefits plan during her maternity leave, as per clause **14.1.1**, the premiums shall continue to be shared between the Board and the teacher as per Article 18 of this agreement. Notice of such intent must be provided to the Board at the same time the maternity leave is requested.

**14.1.4** A teacher may return to duties prior to the expiration of leave granted under clause 14.1.1 providing she submits a medical certificate indicating that the resumption of work will not endanger her health, and providing a suitable position is available.

**14.1.5** Upon expiration of the leave granted in clause **14.1.1**, 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.

**14.1.6** During the period of maternity leave the teacher shall not accumulate sick leave or experience towards the granting of increments.

**14.2** Adoption Leave of Absence

**14.2.1** Upon request, a teacher shall be entitled to adoption leave without pay for a period of up to six (6) months.

- 14.2.2 A teacher shall advise the Board, in writing, of his/her acceptance by the appropriate agency as an adoptive parent within thirty (30) days of such notification of acceptance. Such notice shall include any documentation from said agency confirming the applicant's acceptance.
- 14.2.3 Commencement of leave shall occur the day on which the adopted child comes into full care of the teacher.
- 14.2.4 Should a teacher wish to continue participation in the benefits plan during adoption leave, as per clause 14.2.1, the premiums shall continue to be shared between the Board and the teacher as per Article 18 of this agreement. Notice of such intent must be provided to the Board at the same time the adoption leave is requested.
- 14.2.5 A teacher may return to duties prior to the expiration of leave granted under clause 14.2.1 providing a suitable position is available.
- 14.2.6 Upon expiration of the leave granted in clause 14.2.1, 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.
- 14.2.7 During the period of adoption leave the teacher shall not accumulate sick leave or experience towards the granting of increments.
- 14.2.8 A teacher may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption and receipt of a child.
- 14.3 Extended Parental Leave of Absence
- 14.3.1 Upon request, a teacher shall be granted parental leave as an extension to maternity leave or adoption leave for a period not exceeding an additional eighteen (18) months.
- 14.3.2 The termination date of the leave granted as per **clause** 14.3.1 will coincide with the commencement of a school year.
- 14.3.3 The leave granted as per clause 14.3.1 will be at no cost to the Board.

14.3.4 Upon expiration of the leave granted as per clause 14.3.1, the teacher shall be reinstated in the position occupied at the time 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 leave commenced.

14.3.5 While on extended parental leave of absence, a teacher may access the Board's benefit plan at no cost to the Board.

14.4 Paternity Leave

14.4.1 A teacher shall be granted, upon request, up to one (1) day's paternity leave with pay at the time of the birth of his child.

15. Temporary Leave of Absence

15.1 Personal leave shall be granted teachers for the reasons enumerated in Appendix B of this Agreement. Teachers shall be allowed such leave up to and including four (4) 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 (4) days in any one school year. It is not intended that this leave be used to extend holiday periods.

15.2 Compassionate Leave

Leave may be granted with respect to major surgery, critical illness or death of a near relative. For the purpose of this Article, the term "near relative" shall be defined as the spouse of the teacher (including common-law spouse as documented in the employee's personnel record with the Board), and the grandparents, parents, brothers, sisters, children, and grandchildren (and their respective spouses) of the teacher and of the teacher's spouse (including common-law spouse as documented in the employee's personnel record with the Board), and such other persons as the Chief Superintendent of Schools, or the designate of the Chief Superintendent, specifies.

15.2.1 In the event of major surgery or critical illness of a near relative or other family emergency, a teacher may be granted a maximum of five (5) days' leave of absence with pay. For the purpose of this clause, a family emergency shall be defined as a situation where the presence of the teacher is required. Additional leave may be granted, when, at the discretion of the Chief Superintendent of Schools circumstances warrant it.

15.2.2 Teachers attending the funeral of a near relative in the city shall be allowed three (3) days' leave with pay, and, if outside the city, five (5) days' leave with pay. Where the teacher does not attend the said funeral, reasonable leave may be allowed at the discretion of the Chief Superintendent of Schools.

15.3 Graduate Study

Teachers shall be granted 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 clause.

15.4 Quarantine

A teacher who is quarantined by order of the Medical Officer of Health for the City, or by a Provincial authority, shall be granted leave with pay if the absences for quarantine are certified by such qualified Medical Officer.

16. Job Sharing

16.1 Where two teachers on continuing contract wish to share one full-time teaching position, they may apply to the Chief Superintendent of Schools or the delegated authority for a shared job assignment. Such application must be made no later than March 31 of the school year immediately preceding the year in which the job sharing is to take place.

- 16.2 A shared job assignment may be granted by the Chief Superintendent of Schools or the delegated authority in accordance with the following terms:

The proportion of a full-time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Chief Superintendent of Schools or the delegated authority.

For purposes of clause 4.4 of this agreement, the two teachers sharing a teaching position shall be considered as one teacher.

- 16.3 On approval of the application of the teachers, the Chief Superintendent of Schools or the delegated authority shall grant the shared job assignment for a guaranteed period of one school year. If the teachers involved wish to return to their previous employment status they must advise the Chief Superintendent of Schools or the delegated authority in writing by March 31 of the school year of the shared job assignment, that they wish to return to their previous employment status. If teachers in a shared job assignment do not advise the Chief Superintendent or the delegated authority in writing by March 31 of the wish to return to their previous employment status, they will continue in the shared job assignment during the subsequent school years.

- 16.4 At the conclusion of the shared job, the teachers shall return to their previous employment status (eg. full-time to full-time, part-time to part-time).

- 16.5 In the event that one of the teachers in the shared teaching position ceases to perform his/her teaching duties for any reason whatsoever, the Chief Superintendent of Schools or the delegated authority may, upon fourteen (14) days notice in writing, request the other teacher involved to assume the full-time duties of the formerly shared position.

17. Sick Leave with Pay

- 17.1 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 twenty (20) days.



- 17.2 Teachers shall be entitled to accumulate their unused sick leave to a maximum of two hundred (200) days.
- 17.3 The Board may grant, at its discretion, additional sick leave with pay.
- 17.4 Sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or on account of injury to or the illness or disability of the teacher.
- 17.5 A certificate of illness from a qualified medical or dental practitioner is required by the Board for sick leave, where the absence is for a period in excess of five (5) teaching days.
- 17.6 Teachers who have been ill for a period not exceeding five (5) 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.
- 17.7 If deductions are made prior to the accumulation of sick leave, reimbursement, when applicable, shall be paid on the August cheque.
- 17.8 Personal Injury and Property Protection

Where a teacher is absent from work for reason of a disability resulting from an accident incurred at work and during the performance of the teacher's duties, including participation in work sponsored activities external to the teacher's normal place of work in which the teacher is acting as the school authority, the teacher shall be eligible to receive additional sick leave, so that when added to the teacher's accumulated sick leave ensures there will be no interruption of salary for a period of ninety (90) calendar days immediately following the date of the accident.

Where as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to clothing, eye glasses or personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The Board shall determine the amount of compensation, upon being provided with such documentation as may be required.

18. Group Benefits Plan

18.1 The group benefits plan refers to life insurance, accidental death and dismemberment insurance, health benefits (hospitalization, major medical and vision care), dental benefits and long term disability insurance as outlined in the applicable group insurance policies and the Alberta Health Care Insurance Plan.

18.2 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.

18.3 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 (5) months at the time of employment.

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

	<u>Board</u>	<u>Teachers</u>
Life and Accidental Death and Dismemberment	100%	-0-
Health Benefit	100%	-0-
Alberta Health Care Insurance	100%	-0-
Dental Plan	70%	30%
Long Term Disability	-0-	100%

18.4.1 The 1993 premium rates are identified as follows:

18.4.1.1 Life and Accidental Death and Dismemberment:

16.5 cents per \$1,000.00 of insurance per month per teacher.

18.4.1.2 Health Benefit:

<u>Single</u>	<u>Family</u>
\$13.46/month/teacher	\$40.34/month/teacher

18.4.1.3 The 1993 Alberta Health Care Insurance Plan premiums are identified as follows:

<u>Single</u>	<u>Family</u>
\$30.00/month/teacher	\$60.00/month/teacher

18.4.1.4 The 1993 Dental Benefit premiums are identified as follows:

	<u>Single</u>	<u>Family</u>
Board	\$23.84/month/teacher	\$69.76/month/teacher
Teachers	\$10.22/month/teacher	\$29.90/month/teacher

18.4.1.5 The 1993 Long Term Disability premiums are identified as:  
\$1.79 per \$100.00 of benefit per teacher.

18.5 The Board shall administer the Plan in consultation with the Joint Benefits Advisory Committee.

18.6 The Association, upon request, shall be entitled to meet with the Superintendent of Human Resources, or the designated representative, for the purpose of reviewing concerns relating to group insurance plans applicable to those covered by this Agreement.

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

18.8 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 18.4.

18.9 If, after the term of this agreement any of the premium rates in Article 18 increase, the parties will continue to pay the premiums in the proportions that are currently set out in this article, unless renegotiated.

19. Retired Employee's Benefits Package

19.1 The Calgary Board of Education Retired Employees Benefit package is available to all eligible employees covered by this agreement.

19.2 Teachers who have reached fifty-five (55) years of age, but have not as yet reached sixty-five (65) years of age, and have at least ten (10) years of service with the Board, shall at the time of retirement, be provided with the option to participate in the Calgary Board of Education Retired Employee's Benefit Package.

The package includes supplementary health care, dental coverage and life insurance coverage until the employee reaches the age of sixty-five (65) and a paid up life insurance policy issued following the employee's 65 birthday. It also includes a one year subscription to Foresight Magazine insofar as this publication is available.

The cost sharing of this package, as determined by the retired employee's length of service with the Board at the time of retirement, is as follows:

Length of Service	% of Premiums Paid by Board
25 +	100%
20 - 24 years	90%
15 - 19 years	80%
10 - 14 years	70%

20. Grievance and Interpretation Procedure

20.1 Individual Grievance

Level I

Where a difference arises between a teacher and the Board as to the interpretation, application, operation or contravention, or alleged contravention of this agreement, or as to whether such difference can be the subject of arbitration, the teacher shall have the right to present a grievance. All grievances must be presented in writing, and shall set out the nature of the difference, the article(s) of the agreement which has allegedly been violated and the remedy sought. All such grievances shall be submitted to the Director, Employee Relations, with a copy to the President, Calgary Public Teachers Local #38, ATA. If a grievance is denied, the submitting teacher may request consideration by the Interpretation Committee within the limits of clauses 20.2, 20.4, 20.5 and 20.6.

20.1.1 Any individual grievance must be submitted to the Director, Employee Relations within forty (40) working days of the date the teacher first knew of the alleged violation or misapplication. Failure to submit a grievance within the time limits specified shall render the grievance inarbitrable. However, in the event that the submission is presented after the forty (40) day period, the Superintendent, Division of Human Resources, may consider the merits of the complaint. If the Superintendent, Division of Human Resources disallows the complaint, the teacher may request that the Interpretation Committee consider the merits of the complaint. The Interpretation Committee may formally consider a complaint which has been submitted beyond the forty (40) day time limit for grievances, when the majority of the Committee decides to do so. A grievance shall not be defeated solely because a teacher has cited no, or an incorrect Article of this Agreement, or has sought an inappropriate remedy.

20.2 Level II

If a grievance has not been settled within fifteen (15) working days after the date of its submission to the Director of Employee Relations, the teacher may within fifteen (15) working days thereafter, submit the grievance in writing to the Secretary of the Interpretation Committee, requesting consideration of the grievance. Failure to submit a grievance to the Interpretation Committee within the time limits specified shall render the grievance null and void.

Association/Board Grievance

20.3 Where a difference arises between the Association and the Board as to the interpretation, application, operation or contravention, or alleged contravention of this agreement, or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance. All grievances must be presented in writing, and shall set out the nature of the difference, the article(s) of the agreement which has allegedly been violated and the remedy sought. All such grievances shall be submitted to the Secretary of the Interpretation Committee. If a grievance is denied, the submitting party may advance the matter to arbitration within the limits of this article.

- 20.3.1** An Association/Board grievance must be submitted to the Interpretation Committee within forty **(40)** working days of the date the Association or the Board first knew of the alleged violation or misapplication. Failure to submit a grievance within the time limits specified shall render the grievance inarbitrable. However, in the event that the submission is presented after the forty (40) day period, the Superintendent, Division of Human Resources, may consider the merits of the complaint. If the Superintendent, Division of Human Resources disallows the complaint, the submitting party may request that the Interpretation Committee consider the merits of the complaint. The Interpretation Committee may formally consider a complaint which has been submitted beyond the forty **(40)** day time limit for grievances, when the majority of the Committee decides to do so. An Association/Board grievance shall not be defeated solely because the submitting party has cited no, or an incorrect Article of this Agreement, or has sought an inappropriate remedy.
- 20.4 An Interpretation Committee, consisting of four **(4)** members appointed by the Association, one of whom shall be a member of the teachers' negotiating committee together with one (1) representative of the Board and three **(3)** 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 delegated authority, shall act as the Secretary of this Committee.
- 20.5** When the Interpretation Committee receives notice of the submission of a grievance, it shall be required to give its decision within twenty-one (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 a grievance is adjourned for the purpose of obtaining further information.
- 20.6 After each meeting of the Interpretation Committee, the Secretary shall forward the Committee's decision to the submitting party, in writing, with copies to the Chief Superintendent of Schools, the President of the Calgary Public Teachers Local #38, ATA, and **the** Committee members. When a grievance is denied, the reasons for the denial shall be made known to the submitting party in writing.

Arbitration Board

- 20.7 If the Interpretation Committee does not reach a decision, either party may, by written notice served on the other party within ten (10) days after the date on which the Committee voted on the disposition of the grievance or within ten (10) days after the expiration of the said period of twenty-one (21) days specified in clause 20.5, whichever is shorter, request the establishment of an Arbitration Board as hereinafter provided. If such notice is not served within the time limits specified in this clause, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the hearing of the Arbitration Board. Such notice shall contain a statement of the nature of the grievance.
- 20.8 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice as specified in clause 20.7 and the two (2) members so appointed shall endeavour to select an independent chairman.
- 20.9 If the two (2) members fail to select a chairman within five (5) days after the day on which the last of the two (2) members is appointed, they shall request the Minister of the Department of Labour to select a chairman.
- 20.10 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence to be heard.
- 20.11 The Arbitration Board shall neither change, modify or alter any of the terms of this Agreement, nor shall the Arbitration 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.
- 20.12 The Arbitration Board shall give its decision not later than fourteen (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 Arbitration Board shall be the findings and decision of the Arbitration Board and shall be binding on the

parties. If there is no majority the decision of the Chairman shall be the decision of the Arbitration Board.

20.13 Each party to the grievance shall bear the expense of its respective nominee and the two (2) parties shall bear equally the expenses of the Chairman.

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

20.15 Notwithstanding that the initial steps of the grievance procedure may be waived and subject to the time limits contained in this Article, either party to this agreement may submit through the grievance and interpretation procedures, any differences respecting the interpretation, application, operation, contravention, or alleged contravention thereof.

20.16 By mutual agreement between the Board and the Local any of the dates contained in this Article may be extended.

## 21. Working Conditions

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

21.2 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 workload 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.

21.3 A teacher not in receipt of any administrative allowances will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year. Effective the opening day of the 1980-81 school year, a maximum of twenty-three (23) hours averaged over the school year, of the above mentioned thirty (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 workload.

21.4

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.

This committee shall be composed of four (4) representatives of the Calgary Board of Education, at least one (1) of whom shall be a Trustee and four (4) representatives of the Local, at least one (1) 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.

21.5

In each year there shall be two (2) 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 appropriate Superintendent who may require, as a condition of approval, that the plan be altered or modified prior to each such organizational day. In addition, there shall, in each year, be three (3) non-teaching professional activity days to be determined by the staff of each school in consultation with the appropriate 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 (5) days.

- 21.6 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 per cent 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: E.O.F. staff, E.S.L. staff, special education and compensatory staff.

- 21.7 When all schools in the system are closed to students due to inclement weather, teachers will not be required to report for duty.

22. Unemployment Insurance Commission Rebate

- 22.1 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.

23. Secondment

- 23.1 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 clauses 9.9 and 21.3 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.

24. General Application

24.1 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.

24.2 **No** individual covered by this Agreement shall suffer a reduction in total compensation defined as salary plus applicable allowances only because of agreed to change in the allowances outlined in Articles 4 and 5 of this Agreement.

24.3 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 In-service Courses shall be recognized for purposes of transfer to salary categories "B", "C" and "D" on the basis of one (1) course being regarded as the equivalent of one-half ( $\frac{1}{2}$ ) of a standard university course.
  - 1.2.1 Credit for transfer to Category "D" shall be limited to the equivalent of one (1) university year.
- 1.3 Teachers shall be allowed one (1) year of additional education upon the provision of evidence of an L.T.C.L., A.T.C.L., A.R.C.T., A.M.R.C., A.T.C.M., L.R.S.M., A. Mus. U.A., A. Mus. U.S., or A. Mus. U.M. 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 In-service Courses shall mean those courses which are approved as such by the Chief Superintendent of Schools.

Appendix "B"  
to the Agreement between  
the Board of Trustees of  
The Calgary Board of Education  
and  
The Alberta Teachers' Association

Temporary Leaves referred to in Article 15 of this agreement shall be administered according to the following terms:

Documentation may be requested for any or all leaves provided for in this Article.

- A. Family Emergency: - e.g.,, sudden illness of spouse, dependant parent, or dependant child.
- B. Situations in which a person is stranded in a location and is unable to report to work due to circumstances beyond control of teacher:
  - 1. Snow storm extreme enough to prevent the employee from reporting to work all day - effort needs to be made to overcome conditions.
  - 2. Travel complications - (airline) requires supporting documents.
- C. Special Occasions:
  - 1. Personal court appearances for divorce or as parent of a young offender (does not include actions in which teacher is a party).
  - 2. Attendance at funeral of other than a "near-relative" - one day or less, **as** needed.
  - 3. Marriage of the Teacher - day of the marriage plus an additional day for travel, if required. Any additional days requested may be at full deduction.
  - 4. Attendance at wedding of family member or in a wedding party - day of the marriage plus an additional day for travel, if required. Any additional days requested may be at full deduction.
  - 5. Significant family celebrations (documentation required) - maximum of one day (day of the event).

6. Major and Traditional Religious Events:

- holiday, major recognized
- meetings, provincial, national and international
- maximum of three (3) days

7. Direct participation in special events and/or meetings of national service organizations (eg. on executive of Cancer Society, Jaycees, Red Cross, political parties).

8. Participation through qualification in national and international events - e.g. sports, culture and performing arts events (excludes employment as performer).

D. Specialist Conference:

Having due regard for the professional needs of the system and the teacher, direct participation in, or attendance at a specialist conference at the local, provincial, national or international level will be approved. The Board at its discretion, may limit the number of teachers granted leave on any day.

Appendix "C"  
to the Agreement between  
the Board of Trustees of  
The Calgary Board of Education  
and  
The Alberta Teachers' Association

THREE YEAR TERM RENEWABLE CRITERIA FOR RE-APPOINTMENT

PURPOSE

1. To encourage administrators to perform to their highest level and by so doing create the best possible educational program and environment for students.
2. To establish criteria by which administrator job performance can be assessed.

GUIDELINES

1. The evaluation of administrators is intended to promote, achieve and maintain a high standard of leadership in support of the mission of the Calgary Board of Education which is "to ensure individual student development through effective education". Therefore, in the case of three year renewable appointments:
  - 1.1 The evaluation of professional performance of administrators shall be a continuous, supportive and collegial process devoted to the maintenance and improvement of instruction and administration.
  - 1.2 This evaluation shall include professional development opportunities with appropriate support to improve the quality of instruction and evaluation.
2. When a decision must be made regarding re-appointment, a comprehensive review of an administrator's professional performance shall be undertaken and shall result in a written report which outlines recommendations for re-appointment.
3. All assessment will be conducted in accordance with the rules of natural justice and the concept of fairness. These include the following:
  - an employee shall know the expectations of him/her
  - an employee shall know that he/she is not meeting expectations
  - an employee shall be provided with necessary help and sufficient time to remedy deficiencies
  - an employee shall know the probable results of a failure to improve performance
  - an employee shall be a full participant in the process
  - the basis of the process shall be empirical data

## CRITERIA

1. Projected availability of the position or a suitable equivalent position with the Calgary Board of Education.
2. The evaluation of job performance shall be based upon:
  - achievement of system, school and unit goals and objectives, as well as professional obligations as defined in the following documents:
    - ♦ The School Act
    - ♦ Calgary Board of Education Policy and Regulations
    - ♦ Calgary Board of Education Position Descriptions
    - ♦ Alberta Teachers' Association Code of Professional Conduct
    - ♦ Roles and responsibilities as outlined in position descriptions posted at the time of competition
    - ♦ Desired expectations for performance in both processes and tasks consistent with system, school and/or department strategic plans.

## PROCESS

The appropriate superintendent shall be responsible for summative evaluation and shall ensure that an appropriate evaluator conducts each evaluation in the school system.

Evaluators shall be those certificated personnel with administrative responsibility for the administrator being evaluated.

Feedback based on job performance and developmental work shall be provided prior to the completion of the second year of the term.

Written notice of renewal or non-renewal shall be given no later than March 31 of the third year or three full months prior to the end of the term whichever comes first.

The evaluation shall reflect the criteria under which the evaluatee accepted the position, however, at the time of re-appointment or at any time by mutual agreement, the job description may be changed and subsequent evaluations shall reflect that changed job description.

When the process has been applied and the criteria met, a re-appointment shall be made.

## APPEAL

Appeals may be submitted as per Article 6.0(b) and Article 20 of the Collective Agreement.



Appendix "D"  
to the Agreement between  
the Board of Trustees of  
The Calgary Board of Education  
and  
The Alberta Teachers' Association

LETTER OF INTENT

PUPIL/TEACHER RATIO

The parties agree to establish a committee with representatives of the Calgary Public Teachers Local #38, ATA, the Calgary Board of Education Staff Association and the Calgary Board of Education, to investigate alternative staffing models (ie) pupil/teacher ratio (PTR), class size or a combination of PTR and class size.

The committee shall take into account the following criteria: student needs, flexibility, division PTR, cost, staff deployment, needs/equity, alternative instructional models and any other factor deemed important.

The first meeting of this committee will be called by the Chief Superintendent or designate, no later than one month following ratification of this collective agreement.

It is recommended that the committee use the collaborative process including an interest analysis.

The committee at its discretion may hire/appoint a researcher to provide assistance to the committee. This position will be cost shared seventy-five (75%) percent by the Calgary Board of Education and twenty-five (25%) percent by the Calgary Public Teachers Local #38, ATA.

The joint committee will select a successful applicant, approve the position description and length of contract.

The committee will submit a report by March 30, 1994 to the Trustees, the Superintendent's Council, the Council of School Representatives and the Executive of the Calgary Public Teachers Local #38, ATA and the Executive of the Staff Association. Subject to approval by the above named parties, recommendations of the committee may be piloted for up to two years.

After evaluation by the Calgary Public Teachers Local #38, ATA; the Calgary Board of Education and the Staff Association, the final approved recommendations will be referred for possible inclusion in the collective agreement and/or policy and regulations.

Appendix "E"  
to the Agreement between  
the Board of Trustees of  
The Calgary Board of Education  
and  
The Alberta Teachers' Association

LETTER OF INTENT - ADDRESSING THE DIVERSITY OF STUDENTS

The parties agree that the committee as established by the Board, to address the increasing diversity of students in our system, shall be expanded to a joint Calgary Public Teachers Local #38, ATA/Calgary Board of Education Committee.

The first meeting of this committee will be called by the Chief Superintendent or designate, no later than one month following ratification of this collective agreement.

The parties agree that the committee shall address the following:

1. A definition of exceptional needs,
2. A process of sharing expertise among staff in effective learning and teaching practices to address diversity of learning needs,
3. Development and implementation of district level policy and regulations governing the education of learners with exceptional needs in schools,
4. Identification of conditions and procedures, prior to integration of exceptional needs children into a regular classroom or school,
5. School system factors such as costs and human resources required to implement policy and regulations,
6. Other related factors that the joint committee considers appropriate.

It is recommended that the committee use the collaborative process including an interest analysis, and that parents, school based staff (Staff Association, Canadian Union of Public Employees and the Calgary Public Teachers Local #38, ATA) be included in the collaborative information gathering and evaluation process.

The committee will submit a progress report by February, 1994 and a final report prior to February 1, 1995, to the Trustees, the Superintendent's Council, the Council of School Representatives, the Executive of the Calgary Public Teachers Local #38, ATA, the Executive of Staff Association and the Executive of the Canadian Union of Public Employees Local #40. Subject to approval by the above name parties, recommendations of the committee may be piloted for up to two years.

After evaluation by the Calgary Public Teachers Local #38, ATA, and the Calgary Board of Education, the final approved recommendations of the committee will be referred for possible inclusion in the collective agreement and/or policy and regulations.

Appendix "F"  
to the Agreement between  
the Board of Trustees of  
The Calgary Board of Education  
and  
The Alberta Teachers' Association

LETTER OF INTENT - EARLY RETIREMENT INCENTIVE PLAN

The Early Retirement Incentive Plan is offered on a one-time basis with the intent that it is cost neutral to the Board.

**1. Eligibility Criteria**

- 1.1 Employees who are between fifty-five (55) and fifty-nine (59) years of age between the date of ratification of this collective agreement to June 30, 1994 inclusive are eligible to apply.
- 1.2 Employees must be between fifty-five (55) and fifty-nine (59) years of age on their requested retirement date.
- 1.3 Employees must have at least twenty (20) years of experience as a teacher with the Calgary Board of Education and other Boards as of June 30, 1994 as verified by the Human Resources personnel file.
- 1.4 Employees must have been employed by the Calgary Board of Education for the last ten (10) continuous years.
- 1.5 Employees must be actively at work with the Calgary Board of Education at the time of their application for ERIP and retirement. Employees who are on leave of absence must return to active duty prior to January 31, 1994 to be eligible.
- 1.6 Notwithstanding 1.5 above, employees who choose to retire who are on long term disability, sick leave and those employees who have been seconded are eligible.
- 1.7 Employees must be covered under the Alberta Teachers' Association collective agreement as defined under Article 1.

**2. Joint Committee**

The plan is to be evaluated by a joint committee of the Calgary Board of Education and the Calgary Public Teachers Local #38, ATA, with the following mandate:

- 2.1 To monitor the plan.
- 2.2 To develop a workable model and assumptions to be used to track the plan.

- 2.3 To have an independent audit performed to assess costs, savings and effectiveness. The committee may request the auditor to provide recommendations.
- 2.4 The costs incurred by the committee will be shared equally between the parties.
- 2.5 The committee may make recommendations to the parties for possible inclusion in the collective agreement and/or policy and regulations.
- 2.6 The committee must submit its report to the bargaining teams no later than June 30, 1994 or as early as possible with the agreement of the parties.

3. **Application Process**

Employees who are eligible for the ERIP and who choose to retire must retire effective June 30, 1994, or earlier with agreement of the Board. The application will provide a requested retirement date which will be considered based on operational requirements having due regard for the needs of the system. If the Board postpones the teacher's requested date of retirement the calculation will be based on the employee's age as of the requested date.

Teachers wishing to access this plan must submit a signed application to the Superintendent, Division of Human Resources, Calgary Board of Education. This application must be received by the Superintendent, Division of Human Resources, Calgary Board of Education, no later than 30 days prior to the requested date of retirement. Proposed retirement dates effective between February 29, 1994 through to June 30, 1994 must be received by January 31, 1994.

4. **Pay Out Formula**

All payments will be based on the teachers' (as defined in Appendix F, item 1.7) current grid placement as per Article 3.1 (administrative allowances are not included in the calculation).

Retirement at age 55	40% of grid placement
Retirement at age 56	32% of grid placement
Retirement at age 57	24% of grid placement
Retirement at age 58	16% of grid placement
Retirement at age 59	8% of grid placement

The ERIP payments will commence after June 30, 1994 and will end no later than June 30, 1995.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized hereunto, the day and year first above written.

Signed, Sealed and Delivered in the presence of

The Board of Trustees of the Calgary Board of Education of the Province of Alberta

Per

*[Signature]*  
Chair

*Gordon Branson*  
Director, Corporate and Legal Affairs

*[Signature]*  
Witness

The Alberta Teachers' Association

*[Signature]*  
Coordinator, Teacher Welfare

The Calgary Public Teachers Local #38, ATA

*[Signature]*  
President

*J. Engelhardt*  
Witness



