



Collective Agreements

Calgary RCSSD No. 1
September/2000 - August/2001

CALGARY RCSSD NO 1

Collective Agreement

Between the Board of Trustees of the Calgary Roman Catholic Separate School District No 1 of the Province of Alberta (hereinafter referred to as "the Board") of the first part and the Alberta Teachers' Association (hereinafter referred to as "the Association"), acting on behalf of the teachers employed by the Board, of the second part.

WITNESSETH:

Whereas the Association is the bargaining agent of the teachers employed by the Board; and

Whereas terms and conditions of employment of these persons have been subject to negotiations between the parties; and

Whereas the parties desire that these matters be set forth in an agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article I--Application

1.1 Teachers covered--This agreement shall be applicable to all teachers employed by the Board under engagement pursuant to the *School Act*, ch S-3.1, Statutes of Alberta 1988, with the exception of the executive assistant to the chief superintendent, all directors and all personnel above the rank of director.

Article II--Term

2.1 Effective date--This agreement shall take effect on September 1, 2000 and shall remain in full force and effect until August 31, 2001.

2.1.1 (a) Either party wishing to give notice of intention to commence negotiations for the renewal of this agreement shall do so no sooner than 150 days prior to and no later than 60 days prior to the stated termination date of this agreement.

(b) It is understood that the parties shall commence negotiations within 30 days of notice in (a) above.

2.2 Not retroactive--Unless otherwise expressly provided herein, none of the provisions of this agreement shall be retroactive. This agreement supersedes all earlier such agreements between the parties.

Article III--Basic Salary

3.1 Basic Salary Schedule--The salary for a teacher shall be determined pursuant to the following basic salary

schedule:

September 1, 2000 to August 31, 2001

Years of teaching experience	Categories of Teacher Qualification and Applicable Salary			
	A	B	C	D
	1-3 Years University training	4 years University training	5 years University training	6 years or more of University training
0	31,250	35,193	37,235	39,796
1	31,250	37,235	39,471	42,101
2	31,250	39,471	41,445	44,078
3	32,695	41,445	43,751	46,313
4	34,079	43,751	45,982	48,616
5	35,790	45,982	48,022	50,593
6	37,235	48,022	50,259	52,890
7	38,878	50,259	52,560	54,869
8	40,330	52,560	54,539	57,100
9	42,038	54,539	56,840	59,401
10	43,486	56,840	59,076	61,379
11	45,878	59,338	61,379	63,940

3.2 Evaluation of Teacher Qualification--The evaluation of teacher education and establishment of teacher qualification for purposes of the basic salary schedule shall be determined by a 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 March 23, 1967.

3.3 Initial Salary Above Schedule--Notwithstanding anything to the contrary expressed or implied, the Board may pay a teacher in a category of teacher qualification above that determined by the Teacher Qualifications Service of the Association for the purposes of this clause defined as "above schedule," under the following conditions:

(i) Those teachers who at the date of signing of this agreement have a contract of employment which was offered on a basis of payment in a category above schedule shall continue to receive such payment, it being understood that payment above schedule terminates when the teacher's TQS evaluation equals the level of above schedule payment.

(ii) Those teachers claiming credit for religious education courses that are not recognized in the evaluation of teacher qualification pursuant to clause 3.2 may be paid in a category of teacher qualification above schedule on the basis of one category per five such courses.

3.4 Adjustment Date--The adjustment dates for any change in the evaluation of teacher education shall be September 1 or February 1 of the applicable semester.

To establish entitlement for an adjustment, a statement of qualification issued by the Teacher Qualifications Service of the Association evidencing increased qualification must be submitted to the superintendent or designate

within four months of the above dates, unless the Board, in its sole discretion, extends the final date for submission.

3.5 Adjustment on Appeal--Notwithstanding clause 3.4 where a teacher successfully appeals to the Teacher Qualifications Service in respect of any change in evaluation of teacher qualification, the effective date of the adjustment under clause 3.4 shall be the September 1 or the February 1 immediately preceding the period in which the appeal was launched.

3.6 Years of Teaching Experience--Teachers employed with the Board shall be given the number of years experience under the basic salary schedule based on the total years of teaching experience. Teaching experience must be equivalent to teaching experience in Alberta school jurisdictions. Teaching experience shall be confirmed by the Board, in writing, at the time of employment.

3.7 Experience Adjustments--Each teacher who is eligible for an increment shall, on September 1 or February 1 immediately following the establishment of such eligibility, be placed on the next higher step of the basic salary schedule for the appropriate category of teacher education.

For the purpose of this clause, teaching experience shall mean the 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.

3.8 Withholding of Experience Adjustment--The Board may withhold an experience adjustment if in its opinion the teacher has not rendered satisfactory service during the immediately preceding school year. In no case shall the Board withhold an experience adjustment for more than one year. Such action by the Board shall be subject to grievance procedures as specified in this agreement.

3.9 Years of Experience--In determining the years of teaching experience of a teacher on contract under the basic salary schedule:

(a) a year shall mean 150 full-time equivalent days of teaching in a school year, or 150 full-time equivalent days of teaching accumulated over a period of three consecutive years;

(b) the maximum number of days of teaching that may be earned in any one year shall be limited to 150 full-time equivalent days; and

(c) any residual number of days of teaching which the teacher has accumulated at the time an increment is granted under clause 3.9(a) shall be credited to the teacher for accumulation toward the earning of a future increment.

Notwithstanding the foregoing, a teacher shall be granted only one experience increment during any one school year.

Effective as of August 28, 2000, should a part-time teacher on staff be adversely affected by this amendment, the Board will, in consultation with the Local, undertake to red circle the existing salary used for part-time salary calculation for that teacher until the appropriate salary grid placement is reached by the part-time teacher. This undertaking will continue for the period that the teacher is continuously employed on a part-time contract.

3.10 Technical Education Teachers' Qualification--Teachers hired from industry for the sole purpose of teaching Grade 10, 11 and 12 technical education courses in their area of specialization shall be entitled to the category of teacher qualification that is determined pursuant to clause 3.2; but shall be given one year of teaching experience for each year of directly related industrial experience.

3.11 Part-Time Teachers--A "part-time teacher" is one who is employed under written contract but who is assigned to duties on a regular basis that requires less than a full-time equivalent. A part-time teacher shall be paid a salary in accordance with the basic salary schedule, proportionate to the percentage of the full-time equivalent taught each day as outlined in the written contract.

Article IV--Salary Allowances

4.1 Allowance--In addition to salary under Article III, the Board shall pay to teachers an additional sum (in this agreement called an "allowance") at a rate per annum payable during the period from September 1 to August 31, as more particularly set forth in the following provisions of this Article IV.

4.2 Pupil Count--For purposes of this Article IV, numbers of pupils in a school shall be determined by count on September 30, to establish the rate of allowance payable for the school year.

4.3 Principals--The Board shall pay to each school principal an allowance as follows:

Effective September 1, 2000

\$10,886 plus \$13.43 per pupil for each pupil over 150 pupils to maximum of \$28,782. Notwithstanding the formula, the minimum allowance will be \$13,572.

4.3.1 Principals and vice-principals who change schools at the request of the Board shall, for a three-year period, have their allowance calculated on the greater of:

- (a) the pupil count as per clause 4.3, in the year and at the school they are leaving, or
- (b) the calculation as stated in clause 4.3 at the new school.

4.4 Vice-Principals--The Board shall pay to each vice-principal an allowance equal to ½ of that payable under clauses 4.3 to the principal of the school in which the vice-principal is assigned.

4.5 Assistant Principals--The Board shall pay to each assistant principal an allowance of \$4,439 effective September 1, 2000. Where an assistant principal is appointed, the position is in addition to the normal administrative staff allocation.

4.6 Other Allowances--The Board shall pay to each teacher appointed by the Board to the following positions, the allowance respectively set forth opposite each such position, namely:

Effective September 1, 2000

- (a) supervisor - 17,920
- (b) consultant - 8,537
- (c) coordinating teacher - 2,900

4.7 New Positions--Upon creation or designation by the Board of new positions within the scope of this Article IV and not covered by clause 4.6, allowances shall be arrived at by agreement with the salary negotiating committee of the Calgary Separate School Local No 55 of the Association, and added to this agreement by addendum; and the said salary negotiating committee is hereby authorized to so represent and bind the Association.

Article V--Substitute Teachers, Night Classes and Summer School Program/Classes

5.1 Substitute Teachers--In lieu of salary under the basic salary schedule, the Board shall pay to teachers employed on the basis of the teacher being available for service if and when called upon by the Board and known as substitute teachers, an allowance of \$140 per day of teaching effective September 1, 2000.

5.2 Six Consecutive Days--Notwithstanding clause 5.1, if a substitute teacher is employed for a period of six or more consecutive days on the same day-to-day assignment, the Board shall pay the substitute teacher for such period at a rate in accordance with the applicable rate under the basic salary schedule.

5.3 Night Classes and Summer School Program/Classes--To each teacher of a night class or summer school program/classes, the sum of \$42.30 per hour of instruction effective September 1, 2000. To each coordinating teacher of night classes or summer school program/classes, the sum of \$45.38 per hour worked, effective September 1, 2000.

5.4 Vacation Pay--All of the above rates of pay provided in this article V include vacation pay.

Article VI--Leave of Absence

6.1 A. Sabbatical Leave--A teacher who has been employed by the Board for eight years or more may, upon application, be granted leave of absence by the Board for one year or for one-half year.

B. Conditions of Leave--A leave of absence granted by the Board under clause 6.1 shall be subject to the condition and understanding:

(a) that the teacher will spend the leave in improving professional qualifications as a teacher, in such manner as is approved by the superintendent or designate,

(b) that the teacher will not engage in remunerative work during the leave, unless the remuneration is accorded in connection with a fellowship awarded by the education institution where studies are pursued,

(c) that the leave will be taken during one school year only,

(d) that the teacher will return to regular duty with the Board at the opening of schools for the next school year or for the next half school year, as the case may be and shall not resign or retire from service of the Board for a period of two years after return from the leave of absence.

C. Sabbatical Leave Pay--Where a teacher is granted a leave of absence under clause 6.1, the Board shall, during the term of such leave, pay to the teacher in lieu of all other salary, allowance and other compensation elsewhere in this agreement provided, a salary at the rate of 70 percent of gross salary that the teacher would be entitled to under the agreement, during the year of leave.

D. Teaching Standing--A teacher on leave of absence under clause 6.1 shall retain his seniority and equivalent position with the Board during the leave.

E. Total Leaves--The Board shall grant in each school year at least a number of sabbaticals equivalent to 0.625 percent of the total number of teachers employed by the Board as of September 30 of the preceding year. The Board may in its discretion in any one year, if it considers that there are sufficient meritorious applications and that the costs are justifiable, grant additional sabbaticals up to a maximum of 1.25 percent of the total number of teachers employed by the Board as of September 30 of the preceding year.

F. Frequency--Not more than one leave of absence whether for a one-year period or for a 1/2 year period shall be granted under clause 6.1 to a teacher at one time, nor shall more than one such leave be granted to a teacher for each eight years of service with the Board.

G. Salary Increments--Time spent on leave of absence by a teacher under clause 6.1 shall not be included as "days of teaching" under clause 3.9.

6.2 Professional Development Leave and Professional Growth Subsidy--The Board shall provide to the professional growth subsidy 325 substitute days effective September 1, 1996, with the option to purchase an additional 225 substitute days for the purpose of professional development.

The Board will make available for the purposes of professional development a fund of \$200,000 effective

September 1, 1996. This fund will be jointly administered by the professional growth subsidy committee and the superintendent or designate in the following manner:

The professional growth subsidy committee will review applications from teachers requiring financial assistance and will in turn make recommendations to the superintendent or designate as to disbursements.

The superintendent or designate shall have the final right of approval on such disbursements. Effective one month after the signing of the memorandum of agreement, but no sooner than May 1, 1997, Local 55 shall provide secretarial service with respect to the fund. The fund and its operation will be subject to audit by the Board.

With the mutual agreement of the parties, substitute days can be converted to cash and added to the \$200,000 professional growth subsidy fund.

6.3 A. Sick Leave--Teachers with less than six months service will receive two days per month of paid sick leave, for the purpose of necessary medical or dental treatment or because of accident, sickness or disability. Teachers in the employ of the Board for more than six months will be granted up to 90 school days.

B. Duration of Sick Leave--After 90 school days of continuous absence due to medical disability, no further salary shall be paid and the long term disability plan shall take effect.

C. Sick Leave Coverage--A teacher who has been absent due to medical disability shall, upon return to full-time duty, have the 90 school days of sick leave entitlement reinstated.

When a teacher leaves the employ of the Board, all sick leave shall be cancelled.

D. Sick Leave Documentation--Before any payment is made under the foregoing regulations, the teacher shall provide:

(i) A teacher who is absent for necessary medical or dental treatment or because of accident, sickness or disability for more than three consecutive school days shall present a medical certificate to the Board. A teacher who is absent for the aforementioned reasons for less than three days may be required to present a medical certificate to the Board provided that the teacher is informed of such requirement on the day of absence or as soon thereafter as the teacher can be contacted by the Board and Local No 55 of the Association shall be so informed in writing.

(ii) When the sickness extends for a period of over one month, the employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.

(iii) Prior to returning to work after an absence due to illness of over 20 working days, an employee shall supply a satisfactory certificate of good health, signed by a qualified medical practitioner.

(iv) The Board may direct a teacher to be examined by the Board's appointed physician at the expense of the Board, provided that both the teacher and Local No 55 of the Association are so informed in writing.

6.4 Employment Insurance Rebates--In consideration of the improvements to the employee benefit plans and sick leave benefits, the employees covered by this agreement waive any claims on additional rebates occasioned by the complete Board coverage of the Employment and Immigration Commission Disability Plan.

6.5 Compassionate Leave--A teacher attending the funeral of a near relative may be granted three days leave of absence with pay if the funeral is in the city of Calgary or five days if outside the city. If the teacher does not attend the funeral, reasonable leave with pay may be granted by the superintendent or designate.

6.6 Discretionary Leave--In the event of critical illness of a near relative or other family emergency, the superintendent or designate may grant to a teacher a maximum of five days leave of absence with pay when, at the discretion of the superintendent or designate, circumstances warrant it.

6.7 Near Relative--For purposes of clauses 6.5 and 6.6, "near relative" shall be defined as the spouse of the teacher and the grandparents, parents, brothers, sisters, children and grandchildren (and their respective spouses) of the teacher and of the teacher's spouse and other persons at the discretion of the superintendent or designate.

6.8 University Examinations--The Board shall grant a leave of absence with pay to a teacher when the leave is required for the purpose of writing examinations related to certification or professional qualification of the teacher.

6.9 Paternal Leave--A husband shall be granted two days leave with pay during the confinement of a spouse for maternity purposes.

6.10 Jury Duty--A teacher shall be granted by the Board such time as is required for jury duty. The teacher shall present proof of service and will return to the Board such fees as are paid to her/him by the court for jury duty appearances.

6.11 Court Appearances--A teacher shall be granted by the Board such time as is required for appearance as a subpoenaed witness provided that the matter for which the teacher is required to testify is not against the Board or in an action commenced by the teacher for financial gain. The teacher shall present proof of service and will return to the Board such fees as are paid to her/him by the court for such appearances.

6.12 Adoption Leave--A teacher shall be granted leave with pay for adoption purposes as follows:

One day within the city and

Two days out of the city.

Article VII--Leave of Absence Without Pay

7.1 Leave--The Board may, upon application, grant a leave of absence for up to one year without pay to a teacher:

- (a) in the case of circumstances attested to by a qualified medical practitioner or
- (b) if the teacher attends a university for undergraduate or postgraduate work; and the determination of granting of such leave will follow traditional practice or
- (c) for any other reason the Board may deem justifiable.

When leave granted under this clause exceeds 21 calendar days, the teacher will be responsible for the costs of benefits for the duration of the leave.

A teacher granted leave of absence under this clause shall retain his seniority and equivalent position as a teacher with the Board for the duration of the leave.

7.2 Maternity Leave--A teacher is entitled to maternity leave for a period of 18 calendar weeks. Maternity leave, other than the health related portion, shall be at no cost to the Board. The leave will consist of:

- (a)(i) a period not exceeding 12 calendar weeks immediately preceding the estimated date of delivery or such shorter period as the teacher may request.
- (ii) the period, if any, between the estimated date of delivery and the actual date of delivery, and
- (iii) a period not shorter than six calendar weeks following the actual date of delivery.

(iv) where the pregnancy of the teacher interferes with the performance of her duties, the Board may, by notice to the teacher, require the teacher to commence maternity leave.

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

(c) The teacher, upon written request and with the approval of the superintendent or designate, may return to duties prior to the expiration of the six calendar weeks following the actual date of delivery after providing a medical certificate indicating that resumption of work would not endanger the health of the teacher.

(d) Upon the written request of the teacher, the Board shall grant, at no cost to the Board, an extension of such leave for the balance of the school year. Should the maternity leave not commence before December 31, the Board may upon the written request of the teacher before March 31, extend the leave to include the following school year at no cost to the Board. The Board is under no obligation to reassign a teacher to staff except at the beginning of the school year following confinement.

(e) Effective January 21, 1994, the Board shall implement a supplementary unemployment benefits plan (Appendix A) which each teacher shall access for pay during the health related portion of maternity leave. A teacher who is not eligible for EI benefits, is entitled to access sick leave for the duration of the health related portion of maternity leave. The Board shall pay its portion of required group insurance premiums described in article 8.2 during the health related portion of maternity leave. The remainder of maternity leave, not covered by the health related portion, shall be taken at no cost to the Board.

7.3 Leave for Purposes of Adoption--The Board shall grant, at no cost to the Board, a leave of absence to a teacher for purposes of adoption for a maximum of one year. The teacher shall advise the Board of the intent to return at the earliest possible date. The Board is under no obligation to reassign the teacher until a suitable vacancy occurs or until the beginning of the school year following the period of leave.

7.4 Personal Leave--At the sole discretion of the superintendent or designate, a leave of absence may be granted to a teacher for any period of time, for any reason that he considers sufficient on the basis that the following amounts will be deducted from his salary:

(a) during the first five days thereof, teachers will be charged at the current substitute teacher rate per day, plus

(b) 1/200 of the teacher's annual salary for each day of such leave in excess of five days. After 21 calendar days of such leave, the teacher shall be responsible for the costs of benefits for the duration of the leave.

7.5 Unspecified Leave--A teacher, upon application, shall be granted one day of unspecified leave during a school year. Each teacher shall be entitled to carry forward one such day of unspecified leave not previously used by the teacher, in which case, the teacher shall be entitled to a maximum of two days of unspecified leave in a given school year. If the teacher has used two such days in any school year, the teacher will not be entitled to carry forward any other such days not used prior to that year.

The teacher shall be charged the current substitute rate for each day of unspecified leave used.

7.6 Salary Increments--Time spent on leave of absence by a teacher pursuant to the provisions of this Article VII shall not be included as "days of teaching" under clause 3.9, except that where leave is given under clause 7.4, application of this section is at the discretion of the superintendent or designate.

7.7 Notice of Return--Teachers on leave pursuant to the provisions of this Article VII for a period of six months or more shall give the Board notice of intention to return to active employment at least four school months in advance of termination of such leave of absence.

7.8 Seniority--A teacher granted leave of absence under clause 7.1 shall retain his seniority and equivalent position as a teacher with the Board for a period of one year. Except as above provided, a teacher shall be reinstated on staff subject to a position being available at the end of any leave granted under this Article VII. A teacher returning from a leave of absence shall submit a medical certificate if requested by the Board.

7.9 President Leave--A teacher who is elected president of Local No 55 shall be granted a .5 FTE leave of absence without pay and at no cost to the Board.

7.10 Child Rearing--The Board may, upon application, grant a leave of absence for up to one year without pay to a teacher for the purpose of child rearing.

(a) to care for the teacher's own dependent child.

(b) the teacher shall apply for the leave three school months in advance of the leave.

(c) unless mutually agreed, the teacher shall only return from child rearing leave at the beginning of the school year.

(d) leave taken for the purpose of child rearing shall not be considered teaching experience for the purpose of granting a salary increment.

(e) a teacher granted leave of absence under this clause shall retain seniority and equivalent position as a teacher with the Board for the duration of the leave.

This leave, when combined with any other leave provision, will not exceed 24 months. When a leave granted under this clause exceeds 21 calendar days, the teacher will be responsible for the cost of benefits for the duration of the leave.

The Board may approve leave in excess of 24 months, where necessary, to facilitate the teacher returning at the beginning of the school year in accordance with clause 7.10(c).

Article VIII--Benefits

8.1 Parking Lots--Where available, parking lots without car heater outlets shall be provided to teachers free-of-charge. Car heater outlets, where available, will be provided at no cost to the teachers.

8.2 Group Insurance--Effective September 1, 1994, the Board shall effect and maintain the group insurance plans and contribute to premium costs as follows:

(a) Alberta Health Care - 100 percent

(b) Major Medical Benefit - 100 percent

(c) Group Life and Accidental Death & Dismemberment Insurance - 100 percent

(d) Long Term Disability Insurance - Nil

(e) Dental Care Insurance - 90 percent (Effective September 1, 2001 - 100 percent)

Teachers new to the school district must become members of the plan unless already covered by another plan.

(f) Vision Care - 100 percent

(g) Health Spending Account - 100 percent

(One percent of the teacher's actual annual salary in accordance with the Basic Salary Schedule and allowance (if applicable), will be allocated to the HSA account annually.

The unused balance is carried forward to the next plan year. The carry forward amount must be used by the end of that year, or it will be lost. Teachers leaving the employ of the district for any reason will automatically forfeit any unused balance.)

Dentalcare insurance, long term disability insurance, group life and accidental death and dismemberment

insurance, vision care plan and health spending account are to be applicable to teachers with more than six months service.

8.3 Changes in Benefits Coverage--Should the Board anticipate changes to the benefit plans, the Board shall formally discuss anticipated changes with the ATA negotiating subcommittee. The ATA negotiating subcommittee shall be fully informed of all particulars, where possible, at least one month in advance, prior to any meeting(s).

The director, Labour Relations shall convene a meeting(s) of the parties, to review the anticipated changes, methods of maintaining the current benefit plans and suggested alternatives brought forward by any party.

8.4 Retired Teachers' Benefit Plan--Effective October 1, 1991, the Board shall make available to all teachers who retire after September 1, 1990, between the ages of 50 and 65, a benefit plan consisting of the following:

- (a) Life insurance and accidental death and dismemberment insurance in the principal amount of \$25,000.
- (b) Extend health care as provided for regular employees to an annual maximum of \$25,000.

Conditions

- (a) the retired teacher must have a minimum of ten years cumulative employment with the Board,
- (b) the retired teacher must remain a resident of Canada and retain coverage of a provincial medicare plan.

The premiums for life insurance and extended health care shall be based on the claims experience for the active employees in the bargaining unit and paid by the retiring teacher. Any retiring teacher shall have the option of participating in the plan provided enrolment is made prior to the effective date of retirement and the teacher must take the full package unless already covered by spousal's extended health care. If the retired teacher subsequently discontinues participation in the plan, the teacher will not be eligible for readmission. The retired teacher shall pay the premiums in advance of renewal date. Failure to pay the premiums will result in the termination of coverage in the plan. No reinstatement of coverage will be permitted in this circumstance.

Effective September 1, 1990, each member of the bargaining unit will contribute one dollar per month which the Board shall maintain in an interest bearing trust fund. Should the claims experience of the retired members of the bargaining unit exceed the claims experience of the non-retired members of the bargaining unit, the financial impact of such experience or any deficit as a result of the retired members of the bargaining unit being in the life insurance and extended health care plan shall be paid annually to the Board out of this fund upon satisfactory underwriter's evidence and upon authorization by the negotiating subcommittee of the ATA, Local 55. Conversely, any surplus as a result of the retirees' participation in the plan shall be credited to the fund.

If the assets of the trust fund are insufficient to cover any financial deficit, the Association will be notified of the shortfall. ATA Local 55's negotiating subcommittee shall notify the Board within three months of the new rate of contribution by members of the bargaining unit.

The retired teachers' benefit plan may be cancelled by the bargaining unit upon one year written notice to the Board. All accumulated funds remaining in the trust fund following the final financial accounting shall be paid to the bargaining unit. The final financial accounting will be performed no later than six months after the termination of the retired teachers' benefit plan. Any claims submitted more than six months after the termination date will not be paid and will be the responsibility of the claimant(s). If there is a deficit upon termination of the life insurance and extended health care benefit plan, such deficit shall be paid to the Board by the bargaining unit within ninety days of receipt of the financial statement.

Termination of Coverage--Coverage under the retired teachers' benefit plan shall terminate on the earliest of the following events:

1. the end of the year for which the premiums are paid.

2. the date of death of the retired teacher, or
3. the attainment of age 65.

Article IX--Grievance Procedure

9.1 Differences--All differences between the parties concerning the interpretation, application, operation or alleged violation of this agreement shall first be referred to the superintendent or designate for discussion and settlement. This referral must be initiated in writing within 60 school days of the alleged violation or awareness of the violation.

Failing satisfactory resolution by the referral process, all differences shall be settled by a differences committee consisting of the negotiating subcommittee of the ATA, Local 55, who together shall have one vote, and a maximum of four representatives of the Board, who together shall have one vote.

In the event the 60 school day time limit is not adhered to, the grievance is at an end.

Time limits can be waived by mutual agreement of the parties in writing.

9.2 No Work Stoppage--All differences between the parties shall be settled without stoppage of work or refusal to perform work.

9.3 Decision Binding--A decision of the committee referred to in clause 10.1 shall be binding upon the parties hereto and upon every teacher affected by the decision.

9.4 Arbitration--If the committee referred to in clause 9.1 is unable to settle any differences, either of the parties may notify the other party in writing of its desire to submit the difference to arbitration. Such written notice will occur within the 60 school days following the date of the decision of the differences committee.

The parties will mutually agree upon a single arbitrator or, if by mutual consent, to a Board of Arbitration consisting of three arbitrators.

In the event the 60 school day time limit is not adhered to, the grievance is at an end.

Time limits can be waived by mutual agreement of the parties in writing.

Article X--Consultation

10.1 The teachers recognize the right and responsibility of the Board to formulate policy. The Board agrees that it will not make changes in the present working conditions which are not covered in this agreement, without first having the matter considered by an advisory committee consisting of up to four teachers appointed by the Local and up to four administrative personnel, one of whom shall be the superintendent.

One member of the administrative staff representative on the advisory committee will be responsible for convening meetings of the committee and for the provision of such information as is required and available.

Positions taken by the representatives to the committee shall be recorded at the conclusion of the committee meeting, signed by the representatives to this committee and forwarded to the Board.

Article XI-Employment Conditions

11.1 Pupil Teacher Ratio--For the school year, September 1, 2000 to August 31, 2001, sufficient certificated

teachers shall be allocated to schools on or before October 15, for the purpose of establishing and maintaining a pupil/teacher ratio of 22.83:1 for school-based staff described as follows in the annual budget: "All pupils to teachers (school staff) excluding pre-primary."

11.2 Professional Staff Development

11.2.1 Staff deployment within a school shall be the responsibility of the principal and the staff.

11.2.2 Teachers will be expected to assume, outside of regular school class time, professional duties including, but not limited to, supervision of students, preparation, staff meetings and parent-teacher conferences. Extracurricular activities will be the collective responsibilities of the staff of the school. Individual teachers choose from among these activities based upon their knowledge, skills and interests.

11.2.3 The parties of this collective agreement recognize that, except when temporarily impracticable, each teacher will have regularly scheduled school class time free from classroom instruction or supervision for the purpose of attending to professional responsibilities including preparation, consultation and administrative tasks.

11.2.4 In the normal course of school planning, a principal should consult with the school council regarding optional program offerings, cocurricular and extracurricular activities.

11.3 Substitute Teacher Coverage

11.3.1 Both parties to the collective agreement recognize the importance of continuity of instruction by the regular classroom teacher in the creation of a quality learning environment for students.

11.3.2 Teachers will, where possible, schedule doctor and dental appointments outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will make every effort to limit their absences for appointments to a maximum of ½ day for each such occurrence.

11.3.3 The Board agrees to continue to make every effort to provide a substitute teacher for a classroom teacher whose absence will interrupt the provision of instruction for students. The provision for substitute teachers for these purposes may be altered, if agreed, between the Board and the principal and teachers at any school.

Article XII--General

12.1 Rights--Except as otherwise provided herein, all rights of teachers, the Association and the Board shall remain and continue as if this agreement had not been made.

APPENDIX "A"

Calgary Roman Catholic Separate School District No 1

Supplemental Unemployment Benefits (SUB) Plan

A. All teachers eligible for maternity leave and sick leave benefits will be covered by the supplemental unemployment benefits plan, hereinafter called "the plan".

B. The plan is to supplement employment insurance benefits received by teachers for temporary unemployment caused by health related reasons relating to pregnancy, during maternity leave. The SUB shall only be payable for days which the teacher would have worked had she not been absent on maternity leave.

C. 1. Teachers shall prove that they have applied for and are in receipt of EI benefits and that they are incapable of working because of a condition related to the pregnancy in order to receive payment under the plan.

2. SUB is payable for a period during which a teacher is not in receipt of EI benefits if the only reason for non-receipt is the claimant is serving a two week EI waiting period.

3. Teachers shall submit a medical certificate recommending absence from work because of a condition relating to her pregnancy.

D. 1. The benefit level paid under this plan is set at the equivalent of the teacher's regular salary and benefits.

2. The total amount of SUB benefits and EI benefits will not be greater nor less than the equivalent of the teacher's regular salary and benefits.

3. A teacher who is not eligible for EI benefits shall be entitled to access sick leave for the duration of the health related portion of maternity leave.

E. The SUB will be paid for the duration of absence from duties for a health reason relating to pregnancy, during maternity leave up to a maximum of 17 weeks. The duration of absence shall be determined by a medical certificate from the teacher's physician. After 90 consecutive working days of disability, the teacher shall apply for long term disability insurance benefits and the SUB payments shall cease.

F. 1. The plan will be financed by the Board's general revenues.

2. SUB payments will be identified and kept separately from the Board's payroll records.

G. The effective date of the plan is the date of signing of the agreement.

H. Teachers do not have any right to SUB payments except for supplementation of the EI benefits for the unemployment period specified in the plan.

I. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

J. Teaching days, designated as health related portion of maternity leave, shall be considered for increment purposes.

LETTER OF UNDERSTANDING -- RETIRED TEACHERS' BENEFIT PLAN

The superintendent shall establish a joint committee including representatives appointed by the Local to examine retired teachers' benefits within the district, such plan to continue to be at no cost to the district. The study is to be completed by March 31, 2002.

The parties will meet annually in November or at another mutually agreed upon time, to assess the financial condition of "The Retired Teachers' Benefit Plan".

LETTER OF UNDERSTANDING -- SABBATICAL LEAVE

Notwithstanding clause 6.1E - Total Leaves of the collective agreement, should the Board not grant the minimum number of sabbatical leaves for the 2001/2002 school year, the Board shall reallocate, with the mutual agreement of the ATA, the unused portion of sabbatical funding. The Alberta Teachers' Association shall be fully informed of all particulars. If mutual agreement cannot be reached, the current practice shall apply.

LETTER OF INTENT -- SUBROGATION

The district and ATA Local 55 agree that a committee shall be formed to review the status of the district's right to exercise subrogation rights to recover payments made to teachers as a result of third party actions, with the view to drafting language for inclusion in the next collective agreement.