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Collective Agreements

Calgary School District No. 19
September/2001 - August/2003

CALGARY SCHOOL DISTRICT NO 19

Collective agreement made this 12 day of September, 2002 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 negotiations 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.

Whereas, this agreement is made pursuant to the laws of the province of Alberta including but not limited to the *School Act* and the *Labor Relations Code*.

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;
- superintendents;
- directors, collaborative learning communities;
- director, staffing services;
- director, community and continuing education;
- director, student services;
- director, program/professional learning support;
- director, learning connections and outcomes;
- coordinator, leadership development and administrative staffing;
- coordinator, teacher staffing;
- executive assistant to the superintendent.

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 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 September 1, 2001 and shall continue in full force and effect through August 31, 2003.

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

Categories representing years of teacher education beyond Alberta Grade XII and steps representing years of teacher experience.

3.1 Basic Salary Schedule

Effective September 1, 2001

Years of teaching experience	Years of University Education					
	A	B	C	D	E	F
0			33,002	37,301	39,622	42,277
1			33,002	39,622	41,943	44,600
2			33,002	41,943	44,271	46,920
3			34,670	44,271	46,594	49,248
4			36,336	46,594	48,914	51,570
5			38,005	48,914	51,236	53,892
6			39,677	51,236	53,564	56,220
7			41,345	53,564	55,886	58,541
8			43,012	55,886	58,208	60,862
9			44,686	58,208	60,536	63,185
10			46,186	60,536	62,856	65,513
11				63,012	65,333	67,988

Effective August 31, 2002

Years of teaching experience	Years of University Education					
Step	A	B	C	D	E	F
0			34,240	38,700	41,108	43,862
1			34,240	41,108	43,516	46,273
2			34,240	43,516	45,931	48,680
3			35,970	45,931	48,341	51,095
4			37,699	48,341	50,748	53,504
5			39,430	50,748	53,157	55,913
6			41,165	53,157	55,573	58,328
7			42,895	55,573	57,982	60,736
8			44,625	57,982	60,391	63,144
9			46,362	60,391	62,806	65,554
10			47,918	62,806	65,213	67,970
11				65,375	67,783	70,538

Effective September 1, 2002

Years of teaching experience	Years of University Education					
Step	A	B	C	D	E	F
0 and 1			34,240	41,108	43,516	46,273
2			34,240	43,516	45,931	48,680
3			35,970	45,931	48,341	51,095
4			37,699	48,341	50,748	53,504
5			39,430	50,748	53,157	55,913
6			41,165	53,157	55,573	58,328
7			42,895	55,573	57,982	60,736
8			44,625	57,982	60,391	63,144
9			46,362	60,391	62,806	65,554
10			47,918	62,806	65,213	67,970
11				65,375	67,783	70,538

Effective March 1, 2003

Years of teaching experience	Years of University Education					
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Step	A	B	C	D	E	F
0 and 1			35,438	42,547	45,039	47,893
2			35,438	45,039	47,539	50,384
3			37,229	47,539	50,033	52,883
4			39,018	50,033	52,524	55,377
5			40,810	52,524	55,017	57,870
6			42,606	55,017	57,518	60,369
7			44,396	57,518	60,011	62,862
8			46,187	60,011	62,505	65,354
9			47,985	62,505	65,004	67,848
10			49,595	65,004	67,495	70,349
11				67,663	70,155	73,007

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.

3.2.1.1 Notwithstanding clause 3.2.3, any teacher on staff as of September 1, 2001 who has two years of teacher education shall be paid the same basic salary as a teacher with three years of teacher education and eight years of teaching experience (Category C, Step 8).

3.2.2 Initial Salary Placement

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

- (a) teacher qualifications in the form of a TQS evaluation or an inservice course or a music diploma.
- (b) experience, in writing.

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

3.2.2.2 Pending receipt of a statement of qualifications from the teacher qualifications service, the Board in accordance with applicable verified data in the teacher's file will establish a tentative salary. Teachers who have at least four years of university education will initially be paid the minimum salary rate applicable to four years of university education. The teacher's salary shall be adjusted to reflect actual years of university education after submitting the statement of qualification from TQS.

3.2.2.3 Upon commencement of employment, a teacher shall be granted one increment for each full year of teaching experience acquired prior to current engagement with the Board, 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 opening of school or 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 Alberta Distance Learning Centre.

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 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 the opening day of school or the first day of September or February immediately following the attainment of the necessary accumulation of days.

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

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 increment only, subject to review by the interpretation committee and recommendation to the Board. Any teacher for whom an increment is canceled 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 1, 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 (eg, TQS evaluation, inservice certificates, etc) submitted for the purposes of a salary reclassification shall be accompanied by a written request for reclassification and directed to human resources.

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 TQS evaluation or an inservice course or a music diploma, that another year of teacher education has been acquired, prior to November 30 applicable to the adjustment date of the opening day of school or prior to April 30 applicable to the adjustment date of February 1, 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

Effective September 1, 1997 the Board shall pay each teacher 1/12 of each teachers' annual salary on the third last school day of each month except June, July and August. Two payments will be made on the third last school day of June and one payment on the third last day of July. Payment shall be by direct deposit to a bank account of each teachers' choice.

3.4 Year-Round and Modified Calendar Schools

3.4.1 Pay Schedule - Teachers at year round and modified calendar schools under contract with the Calgary Board of Education shall receive their pay based on the regular pay schedule for all teachers. Effective July 1, 2002 newly hired teachers or those teachers returning from an unpaid leave shall be entitled to a "transitional payment" in July and/or

August provided that there is a minimum of 6 or more scheduled work days in the month in which the teacher is hired or has returned from an unpaid leave. The total value of this transition payment(s) will be recovered from the 12 regular salary payments described in clause 3.3 above. Teachers in receipt of a transition payment(s) who do not work an entire school year shall have the value of any outstanding balance deducted from the final salary payment during that year. In subsequent years of employment, teachers will receive 12 regular salary payments starting in September and in accordance with clause 3.3.

3.4.1.1 Teachers currently employed in a year round or modified calendar school during the 2001/02 school year, for the purposes of this article, will be deemed to be starting at the school for the 2002/03 school year and be paid a transitional payment in accordance with clause 3.4.1.

In any article or clause where the term "summer vacation" is used, "summer vacation" shall be read as "vacation period".

3.4.2 Vacation Periods for School-Site Administrators - The amount of vacation entitlement for school-site administrators shall be equivalent to that available to administrators in traditional calendar schools. The timing of vacation periods for administrators shall be agreed upon between the administrator and the principal or where the administrator is a principal, between the principal and the chief superintendent of schools or CLC director. The administrator, while away on vacation, shall be replaced as per article 4.7.

3.4.3 No teacher shall benefit nor suffer loss as a result of being assigned to a year-round school.

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, based on the total teaching staff of the school, as follows:

Effective date	Fewer than 30	30 or more but fewer than 40	40 or more but fewer than 50	50 or more but fewer than 60	60 or more
September 1, 2001	\$17,469	\$20,777	\$24,087	\$27,397	\$30,706
August 31, 2002	\$18,124	\$21,556	\$24,990	\$28,424	\$31,857
March 1, 2003	\$18,758	\$22,310	\$25,865	\$29,419	\$32,972

4.2 Assistant Principal Allowance

4.2.1 In addition to the salary earned as a teacher, each assistant principal shall receive the applicable allowance, according to the following schedule:

Years of Designation	Effective September 1, 2001	Effective August 31, 2002	Effective March 1, 2003
During the first three years	\$8,840	\$9,172	\$9,493
During the fourth and subsequent years	\$11,786	\$12,228	\$12,656

4.2.2 Notwithstanding Article 4.2.1, all assistant principals appointed prior to the 1994/95 school year, in addition to the salary earned as a teacher, shall be red circled at their current allowance until such time as the assistant principal would receive an increase based on the allowances in 4.2.1. These allowances are based on the total teaching staff of the school:

Fewer than 30	30 or more but fewer than 45	45 or more but fewer than 60	60 or more
\$7,396	\$8,807	\$9,727	\$13,277

No assistant principal, tenured or term, shall suffer a reduction in his/her allowance as calculated effective September 1, 1994.

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 prorata basis in calculating the appropriate allowances where they equate to full-time equivalents in a school.

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

- 10 or more total FTE teaching staff excluding the principal - one assistant principal
- 17 or more total FTE teaching staff excluding the principal - one assistant principal and one vice-principal

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

Employees currently in a vice-principal position in a school with 14 or more total FTE teaching staff will be red circled.

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

4.7 Any school administrator who is appointed to the responsibilities of a senior position for more than five consecutive school days shall be paid the administrative allowance of the senior position for that period.

4.8 Annual Allowances

Position	Effective September 1, 2001	Effective August 31, 2002	Effective March 1, 2003
Vice Principals	\$3,483	\$3,614	\$3,740
Department heads	\$3,483	\$3,614	\$3,740
Coordinators	\$3,483	\$3,614	\$3,740
Curriculum leaders	\$1,752	\$1,818	\$1,882

4.9 Teachers who serve concurrently in two or more schools not located on the same campus shall receive, in addition to their applicable regular salaries, an allowance of:

Effective Date	Allowance
September 1, 2001	\$831
August 31, 2002	\$862
March 1, 2003	\$892

4.10 No teacher shall suffer a loss of administrative allowances and salaries due only to any reorganization taking place during the currency of this agreement. If an administrative appointment is terminated as a result of a reorganization, the salary and allowance of the affected teacher shall be red circled.

Red circling means the maintenance of the teacher's total compensation level, that is, salary plus applicable allowance, until such time as compensation paid to the affected teacher under the collective agreement exceeds the red circled total compensation.

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:

	Effective September 1, 2001	Effective August 31, 2002	Effective March 1, 2003
**Consultant	\$3,483	\$3,614	\$3,740
Specialist	\$10,422	\$10,813	\$11,191
Supervisor	\$17,822	\$18,490	\$19,137
Associate	\$15,406	\$15,984	\$16,543
System Coordinator	\$22,902	\$23,761	\$24,593
Strategist	\$3,483	\$3,614	\$3,740
Team Leader	\$11,786	\$12,228	\$12,656

**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.

6. Administrative Appointments and Designations

6.1 Subject to clauses 6.2, 6.3, 6.4, 6.9, 6.11, 6.12 and 6.13 of this agreement, all administrative designations and appointments shall be continuing unless removed by the Board in accordance with this agreement and the *School Act* (RSA 2000).

6.2 Teachers appointed to an administrative designation after June 30, 2000 shall be appointed to that designation on a probationary basis for up to one year to determine the teacher's suitability for a continuing designation.

6.3 Teachers may be appointed to a second year of an administrative designation on a probationary basis upon mutual consent. Reasons for a second probationary year shall be provided in writing to the teacher by April 30.

6.4 The chief superintendent of schools or delegated authority may recommend the removal of a probationary designation referred to in article 6 provided the removal of this designation adheres to the School Act and processes and criteria described in Appendix "B".

6.5 Removal of a probationary designation or failure to grant a continuing designation referred to in article 6, is subject to the arbitration procedure as outlined in clauses 20.8 to 20.16.

6.6 The evaluation process for administrative designations and appointments will adhere to Appendix "B".

6.7 Teachers with continuing administrative appointments and designations shall, in the event of a termination of designation, refer any appeal to a Board of Reference under the *School Act*. The provisions of the grievance and arbitration procedure in article 20 shall not apply to continuing administrative appointments.

6.8 Upon resignation or termination of an administrative designation, the teacher shall be returned to a position no less favorable than occupied immediately prior to the appointment to the administrative designation provided the teacher's contract of employment continues in force pursuant to the *School Act*.

6.9 One Year Term - Subject to Reappointment - Curriculum leaders shall be appointed for one year and are subject to reappointment on a year to year basis.

6.10 Non Renewal Positions - Consultants are appointed on the basis of three year term appointments which may be extended for one year under exceptional circumstances.

6.11 System Principal - A teacher appointed to the position of system principal shall be paid the teacher's current salary and allowances or the teacher's current salary plus the allowance of a principal of a school with a staff of less than 30 teachers whichever is greater. Such position shall be term specific and will not be included in the pupil/teacher ratio calculation.

6.12 System Assistant Principal - A teacher appointed to the position of system assistant principal shall be paid the teacher's current salary and allowances or the teacher's current salary plus the allowance of an assistant principal set out in clause 4.2.1 whichever is greater. Such position shall be term specific and will not be included in the pupil/teacher ratio calculation.

6.13 Vacancies in administrative positions created by temporary absences may be filled on an acting basis. An acting designation is limited for a period of no longer than one year. An acting designation becomes subject to clause 6.1 as soon as the position becomes permanently vacant.

6.14 Teachers with acting designations are eligible to apply for available administrative positions.

7. Provisions Applicable to Teachers Employed as Substitute Teachers

7.1 From September 1, 2001 to August 31, 2002, substitute teachers shall be paid \$136.92 (including 4 percent vacation pay) per day worked. From September 1, 2002, substitutes shall be paid \$154 (including 4 percent vacation pay) per day worked; and from March 1, 2003, substitutes shall be paid \$159 (including 4 percent vacation pay) per day worked. Half days will be paid at 50 percent of the full-day rate.

7.1.1 For the 2001-2002 school year, a substitute teacher shall be entitled to a lump sum of money determined by 6.25 percent of their gross earnings in the 2001-2002 school year less statutory deductions.

7.2 Substitute teachers employed for a period of six 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, on the sixth and consecutive subsequent days in the same assignment. The application of this provision shall not result in a reduction in earnings for the first five days of the assignment. This period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated break interrupts the substitute 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 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 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 Community and 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 the following hourly rates.

Teachers who have less than five years of continuous years of employment with the Board shall receive four percent vacation pay added to the hourly amount. Teachers who have five or more continuous years of employment with the Board shall receive six percent vacation pay.

Five years or more continuous employment means one course taught in each of two semesters each year for five years or more.

Effective Date	Basic Rate	With 4% Vacation Pay	With 6% Vacation Pay
September 1, 2001	\$44.49	\$46.27	\$47.16
August 31, 2002	\$46.16	\$48.01	\$48.93
March 1, 2003	\$47.78	\$49.69	\$50.65

**For the 2001-2002 school year, a teacher affected by clause 8 shall be entitled to a lump sum of money determined by 6.25 percent of their gross earnings in the 2001-2002 school year less statutory deductions.

8.2.1 The principal, junior high summer school, shall receive the following sums for each summer session in addition to the annual salary earned as a teacher and any other allowance entitlement.

Effective	Allowance
September 1, 2001	\$4,528
August 31, 2002	\$4,698
March 1, 2003	\$4,863

8.3 The Board agrees to pay one hour, at the regular rate, to teachers employed in the division of continuing education for each full block of 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.

9. Employment

9.1 Upon request, all new appointees to the teaching staff shall submit:

- a) a valid Alberta teaching certificate or letter of authority
- b) a birth certificate
- c) a medical certificate of sound health on a form provided by the chief superintendent of schools or delegated authority
- d) proof of previous teaching experience from previous employer(s)
- e) evidence of teacher qualifications in the form of a TQS evaluation, and
- f) any other information which may be required for official record purposes.

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

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

9.4 Promotion

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

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

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

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

9.5 Teachers unable to carry on their duties, due to causes covered by the terms of the agreement, shall give, if possible, at least one hour's notice to the central human resources before school assembles, so that proper substitutes may be obtained. Before returning to duty, the absent teacher shall notify the central human resources of such intended return. If returning for the morning sessions, the notification must be given before 7 am and for afternoon sessions, before 11 am. Failure to observe this regulation shall result in the loss to the teacher of 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, the charging of a substitute teacher's salary may be waived.

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

9.6.1 Notwithstanding clause 9.6, a teacher who is not in receipt of an administrative or supervisory allowance who renders service during a vacation period, at the request of the chief superintendent of schools or the delegated authority, shall be paid 1/400 of the teacher's total annual salary for each 1/2 day of work or be given equivalent time

off in lieu.

9.6.2 Notwithstanding clause 9.6, administrators who render service during a vacation period, at the request of the chief superintendent of schools, or the delegated authority, shall receive time off in lieu during the school year for the actual time worked or be paid 1/400 of the administrator's total annual salary and allowances for each half day of work.

9.6.3 Teachers appointed to administrative or supervisory positions on or after 1984 11 16 and assigned to Board administrative offices which operate on a year-round basis shall be entitled to an annual vacation of not less than six weeks, exclusive of the week between Christmas Day and New Year's Day. The length of vacation shall be determined by the 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.

9.7 When a teacher is transferred pursuant to section 104 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.

9.8 Reduction in Teaching Staff

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

9.8.2 Where a reduction in teaching staff and system program cuts cannot be achieved by attrition, system seniority will be the sole determining factor.

9.8.3 Teachers subject to termination shall be offered involuntary leave based on the agreement between the Alberta Teachers' Association and the Calgary Board of Education included as Appendix E.

9.8.4 Teachers shall be offered involuntary leaves based on seniority. Those teachers who choose not to accept an involuntary leave shall be terminated in accordance with Board policy and the *School Act*. Employees who take the involuntary leave shall be eligible for recall based on field of employment (as determined by teacher staffing) and secondly on seniority within the field of employment. Refer to Appendix E of this agreement for guidelines relating to involuntary leaves.

9.9 Seniority

9.9.1 The following types of service with the Calgary Board of Education will be used to calculate system seniority for teachers on a continuing contract of employment:

- a) all broken or continuous service covered by this collective agreement while teaching on continuing, interim, temporary or probationary contracts of employment
- b) substitute teaching and/or adult academic program teaching
- c) paid sick leaves
- d) professional improvement leaves and/or fellowships
- e) maternity and/or adoption leaves, each of up to six months
- f) exchange teaching and/or service provided as university associate and/or while on secondment to other organizations
- g) ATA duty and/or DND service and/or jury duty
- h) authorized leaves of 30 working days or less.

A teacher shall only be entitled to accumulate one year of service per school year.

9.9.2 For positions requiring a journeyman's ticket, private sector experience as outlined in article 3, shall be used to calculate additional seniority while employed in such a position.

9.9.3 In the event of a tie, any teaching service within Canada that requires a teaching certificate as a condition of employment shall be counted for seniority.

9.9.4 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 No 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.

9.9.5 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.

9.9.6 Where system seniority is a consideration, the definition of seniority in clause 9.9.1 will be used.

10. General Leave of Absence

10.1 Upon application by the teacher a general leave of absence may be granted at no cost to the Board for a period of up to one year.

10.2 Applications shall be submitted to the superintendent of human resources or delegated authority by March 15 of the school year prior to the commencement of the leave, except in the event of emergent or unforeseen circumstances.

10.3 A general leave may be extended for an additional period upon written application by the teacher and upon approval by the superintendent of human resources or delegated authority. Requests to extend a general leave of absence shall be submitted 30 calendar days prior to the deadlines specified in clauses 10.5 and 10.6.

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

10.5 Each teacher, scheduled to return to duties at the start of the school year following a general leave of absence, shall notify the superintendent of human resources or delegated authority in writing by March 15 of the previous school year confirming the teacher's decision to return to duties, or of the teacher's decision to resign.

10.6 Each teacher, scheduled to return to duties at any time other than the start of a school year following a general leave of absence, shall notify the superintendent of human resources or delegated authority in writing, at least 60 calendar days prior to the scheduled return date confirming the teacher's decision to return to duties, or of the teacher's decision to resign.

10.7 Each teacher, scheduled to return to duties following a general leave of absence granted in the event of emergent or unforeseen circumstances, shall notify the superintendent of human resources or delegated authority in writing, at least 30 calendar days prior to the intended return date confirming the teacher's decisions to return to duties, or of the teacher's decision to resign.

10.8 Teachers who fail to provide the superintendent of human resources or delegated authority with written notice of their intention to return to duties, by the relevant deadline specified in 10.5, 10.6 or 10.7, will be sent a letter by registered mail to an address agreed upon by the teacher and human resources staff at the commencement of the leave indicating that the teacher must within 45 calendar days of the date the letter is mailed advise the superintendent of human resources or delegated authority, in writing, whether or not the teacher is returning to duty on the scheduled date.

10.9 If a teacher does not respond within the time limit specified in clause 10.8 or indicates the teacher is not returning to duties on the scheduled date, that teacher's contract of employment will be deemed to be terminated by mutual consent pursuant to section 106(2) of the *School Act*.

10.10 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 position is available. Only when so designated shall the teacher receive the applicable allowance for that designation.

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

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 September 1, 1996 to August 31, 1998 the Board will pay any administrative costs in excess of \$100 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 Teachers on the accumulative sick leave system will not accumulate sick leave credits 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 the teacher's behalf.

12. Leave - President, the Economic Policy Committee Chair and One Other Local Official of the Calgary Public Teachers Local No 38, Alberta Teachers' Association.

12.1 Upon request for leave, the president, the economic policy committee chair and one other Local official, as designated by the Local, shall be seconded from the Board to the Calgary Public Teachers Local No 38, Alberta Teachers' Association.

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

12.3 The president, the economic policy committee chair and one other Local official, as designated by the Local, shall be entitled to one experience increment for each year of this leave.

12.4 The president, the economic policy committee chair and one other Local official, as designated by the Local, shall be listed as a member of the Board's teaching staff.

12.5 The president, the economic policy committee chair and one other Local official, as designated by the Local, shall receive an applicable salary from the Board according to the collective agreement and shall be subject to its provisions. Notwithstanding other provisions of this collective agreement, the Calgary Public Teachers Local No 38, Alberta Teachers' Association, may determine a higher salary or allowance which will be communicated to the salary administration department of human resources for payment. The Calgary Public Teachers Local No 38, Alberta Teachers' Association, shall reimburse the Board for any salary and allowance paid under this provision at such periods as the Board may request. Higher salaries and allowances paid under this provision will not be red-circled.

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, the economic policy committee chair and one other Local official, as designated by the Local, shall retain such seniority on the Board's staff as has been established prior to accepting the presidency or the economic policy committee chair or other designated position. The president, the economic policy committee chair and one other Local official, as designated by the Local, shall be considered for promotions as if still teaching. The president, the economic policy committee chair or one other Local official, as designated by the Local, 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.

12.8 Where the president, the economic policy committee chair and one other Local official, as designated by the Local, held an administrative designation and received an allowance as per articles 4 and 5 of this agreement, the designation and conditions in effect at the time of secondment and allowance shall be reinstated upon return. Where an administrative position is not available, the president, the economic policy committee chair and one other Local official, as designated by the Local, shall retain the designation and applicable allowance and be provided with the first suitable position available.

12.9 The president and the economic policy committee chair and one other Local official, as designated by the Local, shall advise the chief superintendent of schools, as soon as possible, when an extension is applicable due to re-election or re-appointment.

13. Professional Improvement Fellowship

Professional improvement fellowships shall be granted for the pursuit of university or other formal academic studies. They also shall be granted to enable the teacher to obtain specific skills training or carry out an approved research project. Fellowships are granted in lieu of salary for activities of up to one year's duration subject to the limitations outlined in this article. A portion of the fellowship may be taken as a research grant pursuant to prevailing income tax regulations.

13.1 Eligibility for a Fellowship

13.1.1 Teachers on permanent staff are eligible for and may apply for a professional improvement fellowship for activities of one year's duration provided they have been employed by the Board as a teacher for a period of at least seven consecutive years, immediately preceding the commencement of the fellowship.

13.1.2 Teachers on permanent staff are eligible for and may apply for a professional improvement fellowship for activities of up to ½ year's duration provided they have been employed by the Board as a teacher for a period of at least five consecutive years immediately preceding the commencement of the fellowship.

13.1.3 Fellowships shall be granted to teachers who meet the established criteria and whose applications are deemed by the review committee for professional improvement fellowships, to be for activities which are responsive to the learning needs of students and which will contribute to the professional growth of the teacher.

13.2 Number of Fellowships Available

13.2.1 The total value of the professional improvement fellowships available in any one school year shall not be less than 0.4 percent nor more than 0.8 percent of the salary grid cost calculated on September 30 of the year prior to that in which the fellowships are to be provided. Should the total cost of the fellowships granted by May 1 be less than the amount established as the minimum for that year, the remainder shall be retained in the professional improvement fellowship fund for the subsequent year. The review committee for professional improvement fellowships may recommend to the Calgary Board of Education and the Alberta Teachers' Association Local No 38 that money allocated to the professional improvement fellowship fund be transferred to the staff development fund. Such a transfer shall be made with the approval of the Board and the Local.

13.2.2 The review committee may allocate up to 25 percent of the fund to provide fellowships of ½ year's duration or less.

13.3 Application Procedure

13.3.1 Applications for fellowships shall be submitted to the chief superintendent of schools in the school year prior to the date the activity requiring a fellowship is to commence. Requests for professional improvement fellowships must be submitted by the following dates:

- for activities of 1/2 year's duration or more, December 1;
- for activities of less than 1/2 year's duration, December 1 and also March 1.

The review committee may invite applications at any time during the year for fellowships of less than 1/2 year's duration to be taken in the current school year provided that funds are available and are allocated by the review committee for that purpose.

13.3.2 All applications for a fellowship shall be accompanied by a clear statement of the purposes to be achieved, the expected accomplishments and the documentation by which satisfactory completion of the professional improvement fellowship could be measured.

13.4 Selection Procedure

13.4.1 The review committee for professional improvement fellowships shall be established prior to June 30 each year and shall be composed of two representatives appointed by the Calgary Public Teachers Local No 38, ATA and three representatives appointed by the chief superintendent of schools. The committee shall:

- (a) receive, from the Board, criteria of a general nature to be used in selection of the applicants for professional improvement fellowships and
- (b) identify candidates to be recommended to the Board for approval.

13.5 Method of Payment

13.5.1 A teacher granted a professional improvement fellowship shall be paid, in lieu of salary, monthly instalments equal to 65 percent of the earnings to which the teacher would have been entitled had the teacher not been engaged in a professional improvement activity and receiving a professional improvement fellowship.

13.5.2 Notwithstanding the provisions of clause 13.5.1, the teacher may apply to receive a portion of the professional improvement fellowship in the form of a Calgary Board of Education professional improvement fellowship research grant. The amount of the grant; not to exceed 25 percent of the value of the fellowship, will be deducted from the total professional improvement fellowship otherwise payable by the Board.

13.6 Conditions of Fellowships

13.6.1 Teachers desiring to be employed in a remunerative occupation while in receipt of a professional improvement fellowship must receive prior approval by the chief superintendent of schools.

13.6.2 The activity for which the professional improvement fellowship is paid shall be deemed to be an assignment. However, the period of time involved shall not count toward the accumulation of teaching experience with the Board for the purpose of awarding increments pursuant to clause 3.2.3.

13.6.3 A staff member granted a professional improvement fellowship shall be on a special assignment from the school district and not from a particular position. Placement, upon return from the fellowship, 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 fellowship. The applicable salary shall be in accordance with verified qualifications at the time of recommencement of duties.

13.6.4 Upon return from a fellowship, 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 fellowship was granted, shall be placed in the first suitable position available and shall retain the designation for the remaining portion of the term of the administrative designation.

13.6.5 Should a teacher return to service before the expiry date of the fellowship, clauses 13.6.3 and 13.6.4 of this article shall apply only at the date the fellowship was originally to expire.

13.6.6 Upon return from a professional improvement activity and prior to recommencement of regular duties, a teacher shall provide the chief superintendent of schools with a resume of the activities or studies accomplished during the period of the fellowship as evidence of compliance with the application under which the fellowship was granted.

13.6.7 A teacher granted a full year's professional improvement fellowship shall undertake to return to regular duties at the beginning of the school year following the expiration of the period covered by the professional improvement fellowship and shall further undertake not to resign or retire from the services of the Board for at least two years after recommencement of regular duties.

13.6.8 Teachers granted half-year professional improvement fellowships shall undertake to return to regular duties immediately after termination of the period covered by the professional improvement fellowship and shall not resign or retire from the services of the Board for at least one year after recommencement of regular duties.

13.6.9 Teachers granted professional improvement fellowships for less than 1/2 year's duration shall undertake to return to regular duties immediately after termination of the period covered by the professional improvement fellowship and shall not resign or retire until the end of the school year or until the end of the next full semester, whichever is the later date after recommencement of regular duties.

13.6.10 In the event that a teacher does not achieve the purpose of the fellowship the teacher shall reimburse the Board for the amount of the professional improvement fellowship received. If the teacher resigns or retires at any time before completing the return to service requirements outlined above, the teacher shall pay the Board a percentage of the total value of the professional improvement fellowship equal to the percentage of time remaining in the term of required service.

13.6.11 A teacher may be granted more than one full year's professional improvement fellowship provided that such fellowship is not less than five years from the conclusion of the preceding fellowship.

13.6.12 A teacher may be granted more than 1/2 year's professional improvement fellowship provided that such

fellowship is not less than five years from the conclusion of the preceding professional improvement fellowship or of a leave under article 10.

13.6.13 Not more than a combined total of one year's professional improvement fellowship shall be granted for each seven years of service.

13.6.14 Professional improvement fellowships 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 a professional improvement activity. A 1/2 year general leave may be requested by the teacher in combination with a professional improvement activity of 1/2 year's duration.

13.7 Staff Development Fund

13.7.1 Effective September 1, 2001 a fund in the amount of \$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.

13.7.1.1 Effective September 1, 2002 a fund in the amount of \$500,000 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.

13.7.2 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.

13.7.3 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.

13.7.4 An advisory committee of four 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

14.1.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to six months commencing on the date of the birth of the teacher's child. Maternity leave may be comprised of health-related and non-health-related periods.

14.1.2 A teacher shall give the Board at least one month's written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical certificate indicating that the teacher is pregnant and giving the estimated date of birth.

14.1.3 Notwithstanding clause 14.1.1 a teacher may take up to 12 weeks of maternity leave prior to the estimated date of birth. This period of leave will be deducted from the period of maternity leave that would otherwise be available after the birth.

14.1.4 Should a teacher wish to continue participation in the benefit plans during maternity leave provided pursuant to clause 14.1.1, the premiums shall continue to be shared between the Board and the teacher pursuant to article 18 of this agreement. Notice of the teacher's intention to continue participation in the benefit plans must be provided to the Board at the same time the maternity leave is requested.

14.1.5 Upon expiration of the leave provided pursuant to clause 14.1.1, the teacher shall be reinstated in the position the teacher occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at no less than the salary and other benefits that were applicable at the time the maternity leave commenced.

14.1.6 During the health-related period of maternity leave, a teacher shall accumulate experience toward the granting of increments. During the non-health-related period of maternity leave, a teacher shall not accumulate experience toward the granting of increments. A teacher on the accumulative sick leave system shall not accumulate sick leave during any portion of the maternity leave.

14.1.7 The teacher shall receive supplementary employment benefits which, when combined with employment insurance benefits, are equivalent to 100 percent of salary. The payment of such benefits shall commence on the date of birth of the teacher's child and will continue during the health-related portion of the maternity leave subject to clauses 14.1.8, 14.1.9, 14.1.10 and 14.1.11.

14.1.8 Supplementary employment benefits will be paid for a period up to eight weeks following the date of birth of the teacher's child provided the teacher is otherwise eligible to receive sick leave benefits.

14.1.9 Continuation of supplementary employment benefits beyond eight weeks following the date of birth shall require a medical certificate pursuant to clause 17.8.

14.1.10 Supplementary employment benefits shall be paid during the period in which the teacher is in receipt of employment insurance benefits and shall include full salary during any waiting period up to three weeks prior to receipt of such benefits.

14.1.11 A teacher on a probationary or temporary contract shall be eligible for maternity leave during the term of the teacher's contract. For the purpose of determining supplementary employment benefit eligibility, the teacher on a probationary or temporary contract shall be treated the same as a teacher on a continuing contract.

14.2 Adoption Leave

14.2.1 Upon request, a teacher shall be entitled to adoption leave without pay for a period of up to six months commencing on the date the child is placed with the teacher for the purpose of adoption.

14.2.2 A teacher shall provide the Board, in writing, with as much notice as possible of the teacher's intention to access adoption leave. In any event, the teacher shall advise the Board, in writing, at least one month prior to the date that the teacher will commence adoption leave, unless the date of the child's placement with the teacher was not foreseeable. If the teacher cannot comply with the written notice requirement, the teacher must give the Board written notice at the earliest possible date that the teacher will start or has started adoption leave.

14.2.3 Should a teacher wish to continue participation in the benefit plans during adoption leave, granted pursuant to clause 14.2.1, the premiums shall continue to be shared between the Board and the teacher pursuant to article 18 of this agreement. Notice of the teacher's intention to continue participation in the benefit plans must be provided to the Board at the same time the adoption leave is requested.

14.2.4 Upon expiration of adoption leave granted pursuant to 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.

14.2.5 During the period of adoption leave, a teacher shall not accumulate experience toward the granting of increments and a teacher on the accumulative sick leave system shall not accumulate sick leave.

14.2.6 A teacher may be granted up to a maximum of three days with pay for the purpose of completing necessary

documentation and requirements relating to the adoption and receipt of a child.

14.3 Parental Leave

14.3.1 Upon request a teacher shall be provided parental leave as an extension to maternity leave or adoption leave. The extended parental leave shall not exceed the balance of the school year in which the extended parental leave commences plus the following school year.

14.3.2 A teacher who has not accessed maternity leave or adoption leave is entitled to a parental leave of up to 37 weeks within 52 weeks after the birth of the teacher's child or after a child has been placed with the teacher for the purpose of adoption.

14.3.3 Where both parents are members of the teaching staff of the Board, either or both parents may take the parental leave.

14.3.4 The teacher shall provide the Board with at least one month notice prior to the requested parental leave.

14.3.5 The expiry date of parental leave in excess of 37 weeks will coincide with the commencement of the applicable school year unless some other date is agreed between the teacher and the Board.

14.3.6 Parental leave shall be at no cost to the Board.

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

14.3.8 Upon expiration of a parental leave, the teacher shall be reinstated in the position occupied at the time the 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.

14.3.9 During the period of parental leave, a teacher shall not accumulate experience towards the granting of increments and a teacher on the accumulative sick leave system shall not accumulate sick leave.

14.3.10 For births or adoptions occurring during the summer break and for which no maternity leave or adoption leave is taken, parental leave may commence on the first day of the next school year.

14.4 Return to Duties Following Maternity, Adoption and Parental Leaves

14.4.1 A teacher, scheduled to return to duties following a maternity, adoption or parental leave of absence shall notify the superintendent of human resources or delegated authority in writing at least 30 calendar days prior to the scheduled end of the leave, confirming the teacher's decision to return to duties.

14.4.2 Upon request, a teacher on maternity leave may return to duties before the expiration of six weeks following the birth of the teacher's child, providing the teacher submits a medical certificate indicating that the teacher is fit to return to work and providing that a suitable position is available.

14.4.3 Subject to clause 14.4.2, upon request, a teacher may return to duties prior to the expiration of maternity, adoption and/or parental leave of absence of fewer than 37 weeks in duration by providing notice in writing at least 30 calendar days in advance of the return date.

14.4.4 Upon request, a teacher may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence in excess of 37 weeks by submitting notice in writing at least 30 calendar days in advance of the return date and providing a suitable position is available.

14.4.5 A teacher who does not wish to resume employment following the scheduled maternity, adoption or parental leave must give at least 30 calendar days written notice to terminate the contract of employment.

14.5 Paternity Leave

14.5.1 Upon request, a teacher shall be granted up to two days paternity leave with pay at the time of the birth of the teacher's child.

15. Temporary Leave of Absence

15.1 Personal Leave - Teachers shall be allowed personal leave up to and including five 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 five days in any one school year. It is not intended that this leave be used to extend holiday periods. A holiday period in this clause shall mean any scheduled break in operational days greater than four. Documentation may be requested for any or all leaves provided for in this clause. Personal leave shall be granted to teachers for the following reasons:

15.1.1 Family emergency - (eg, sudden illness of spouse, dependent parent or dependent child).

15.1.2 Situations in which a person is stranded in a location and is unable to report to work due to circumstances beyond the control of the teacher.

15.1.2.1 Snow storm - extreme enough to prevent the employee from reporting to work all day, effort needs to be made to overcome conditions.

15.1.2.2 Travel complications - (airline) requires supporting documents.

15.1.3 Special Occasions

15.1.3.1 Personal court appearances - for divorce or as parent of a young offender, does not include actions in which the teacher is a party.

15.1.3.2 Attendance at funeral of other than a "near-relative" - one day or less as needed.

15.1.3.3 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.

15.1.3.4 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.

15.1.3.5 Significant family celebrations - documentation required, maximum of one day (day of the event).

15.1.3.6 Religious Holy Days - maximum of three (3) days. A teacher is entitled to leave for religious holy days the observance of which, as an essential tenet of the religious faith, precludes the teacher from working. The teacher shall be provided with the following options:

(a) to take leave with the loss of substitute's pay only; or

(b) to take leave and, in lieu of the loss of substitute's pay, provide professional service in addition to their assigned duties. The teacher shall, upon application for the leave, arrange with the principal to perform such alternate service.

One half day of service is to be provided for each day of absence pursuant to this clause.

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

15.1.3.8 Participation through qualification in national and international events - (eg, sports, culture and performing arts events), excludes employment as a performer.

15.1.4 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 direction, may limit the number of teachers granted leave on any day.

15.1.5 Unspecified - Teachers are eligible to use up to two unspecified personal days at substitute deduction. The two days personal leave constitutes part of the five days as described in clause 15.1. It is not intended that this leave be used during teachers' convention.

15.2 Compassionate Leave - Leave is 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 shall be granted a maximum of five 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 days leave with pay and if outside the city, five days leave with pay. Where the teacher does not attend the said funeral, reasonable leave may be allowed at the discretion of the chief superintendent of schools.

15.3 Graduate Study Leave - 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 Leave - 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.

15.5 Court Appearance Leave

15.5.1 Teachers shall be granted temporary leave of absence with pay when summonsed or subpoenaed to attend court for the purpose of jury or witness duty or to attend an inquest. Any monies received for the aforementioned duties less actual expenses shall be remitted by the employee to the Board.

15.5.2 Teachers may be granted temporary leave of absence without pay when appearing as a defendant to an indictable offence or a principal in a civil action.

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 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 A teacher shall, upon commencement of employment under contract, have access to two school days of sick leave per month to a maximum of 20 per school year.

17.2 For purposes of this article only, a teacher who has completed eight cumulative months under contract with the Board and provided that one of the contracts is for four or more consecutive months, shall upon re-employment under contract within a five year period, be considered to be in his/her second year of employment.

17.3 Effective March 1, 1996, a teacher, upon commencement of a second year of employment under contract, shall have access to 90 calendar days of sick leave.

17.3.1 A teacher in his/her second or any subsequent year of employment as of March 1, 1996, shall have access to 90 calendar days of sick leave.

17.4 Upon return to regular duties following an absence due to illness a teacher shall have access to:

17.4.1 Prior to the second year of employment as defined in clause 17.2, any unused portion of his/her sick leave as per clause 17.1.

17.4.2 In the second and subsequent years of employment as defined in clause 17.2, 90 calendar days of sick leave.

17.4.3 For those teachers on the accumulative sick leave system as per clauses 17.6.4 and 17.6.5, the balance of their accumulated sick leave.

17.5 Notwithstanding clause 17.4.2, a teacher who has been absent due to illness for 30 or more calendar days shall be required to provide a medical certificate verifying that he/she is able to return to work on a continuing basis in order to reinstate the 90 calendar days of sick leave.

17.6 Effective March 1, 1996 after 90 calendar days of continuous absence due to illness no further salary shall be paid and upon approval of the carrier, the extended disability plan shall take effect.

17.6.1 Notwithstanding clause 17.6, a teacher who is on sick leave as of March 1, 1996 and who has in excess of the amount of sick leave required to meet the elimination period under the extended disability plan, shall have access to the balance of their bank of sick leave. Upon return to regular duties, the sick leave bank will be extinguished and they will have access to 90 calendar days of sick leave as per clause 17.4.2.

17.6.2 Sick days accumulated prior to March 1, 1996 shall carry forward only for those teachers covered by clause 17.6.4 and those on sick leave effective March 1, 1996.

17.6.3 A teacher who is in his/her second year of employment and who is on sick leave as of March 1, 1996 but has less than the sick leave required to meet the extended disability elimination period shall have clause 17.3 applied to the extent necessary to provide sick leave with pay for the remainder of the elimination period.

17.6.4 Teachers who opted out of the extended disability plan prior to September 1, 1972 shall remain outside of the extended disability plan, shall retain their previously accumulated sick days and shall continue to accumulate unused sick leave at the rate provided for in the *School Act*, that is the unused portion of 20 school days per year, to a maximum of 200 school days.

17.6.5 Any remaining teachers who are not required to participate in the extended disability plan as a condition of employment and who do not participate shall retain their previously accumulated sick days and shall continue to accumulate the unused portion of 20 school days of sick leave per year to a maximum of 60 school days.

17.7 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.

17.8 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 teaching days.

17.9 Teachers who have been ill for a period not exceeding five teaching days may dispense with a doctor's certificate, providing they present to the board of education office a teacher's certificate of such illness.

17.10 If deductions are made prior to the accumulation of sick leave, reimbursement, where applicable, shall be paid on the earlier of the last payment or the August payment.

17.11 Personal Injury and Property Protection

17.11.1 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, a teacher who is on the accumulative sick leave system 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 the remainder of the elimination period for the extended disability plan.

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 (The Plan)

18.1 The plan refers to life insurance, accidental death and dismemberment insurance, health benefits (hospitalization, major medical and vision care), dental benefits and extended 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 September 1, 1972 and for those other teachers who have chosen to participate in the plan.

18.2.1 Notwithstanding clause 18.2, effective March 1, 1996, participation in the life, accidental death and dismemberment and extended disability plans shall be limited to teachers employed under contracts of 0.2 FTE or more.

18.3 Benefits shall be provided to teachers employed for less than a full school year on the following basis:

- (a) for contracts of fewer than three months duration, participation in the benefits plan referred to in clause 7.4 shall be a condition of employment on the same basis as that which applies to substitute teachers.
- (b) for contracts of three months duration or more, participation in the group benefits plan outlined in article 18 shall be a condition of employment on the same basis as that which applies to regular teachers.

18.4.1 Subject to clause 18.4.3, effective September 1, 2001 the cost sharing of the plan between the Board and teachers shall be in the following proportions:

	Board	Teachers
Extended disability (plan D)	100%	0
Supplementary health benefit	80%	20%
Dental plan	80%	20%
Life and accidental death and dismemberment (schedule 2)	0	100%
Alberta Health Care Insurance	0	100%

Any adjustment in contribution percentages will be made first to the supplemental health benefit or dental plan percentages or both.

18.4.2 Subject to the specified provisions of this agreement, effective September 1, 2002, the Board shall contribute 100 percent of the premium costs for the following benefit plans:

- Extended disability plan (D)
- Supplementary health benefit
- Dental plan
- Life and accidental death and dismemberment (schedule 2)
- Alberta Health Care Insurance

18.4.3 Notwithstanding this cost sharing agreement, teachers who opted out of the extended disability plan prior to September 1, 1972, shall continue to cost share with the Board in the following proportions:

	Board	Teachers
Life and accidental death and dismemberment	85%	15%
Supplementary health benefit	85%	15%
Alberta Health Care Insurance	85%	15%
Dental plan	85%	15%
Extended disability	0%	100%

18.4.4 Teachers who began extended disability or long term disability prior to December 31, 1997, shall continue to cost share with the Board on the following basis until they return to regular duties.

	Board	Teachers
Life and accidental death and dismemberment	85%	15%
Supplementary health benefit	85%	15%
Alberta Health Care Insurance	85%	15%
Dental plan	85%	15%
Extended disability	0	100%

Upon return to regular duties, they shall cost share with the Board as per clauses 18.4.1, 18.4.2 or 18.4.3 as may be applicable.

18.5 The Board shall administer the plan in consultation with the 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 the 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.

18.7.1 Any change in the carrier for the life, accidental death and dismemberment and extended disability plans shall be a shared decision by the parties arrived at through collaboration.

18.8 If, during or after the term of this agreement, the premium rates are more or less than the premium rates in effect on the date of signing this agreement, the parties will continue to pay the premiums in the proportions set out in article 18 unless renegotiated.

19. Retired Employee Benefits Package

19.1 The Calgary Board of Education retired employee benefit package is available to all eligible employees covered by this agreement.

19.2 Teachers who have reached 55 years of age, but have not as yet reached 65 years of age and have at least 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 benefit package.

The package includes supplementary health care, dental coverage and life insurance coverage until the employee reaches the age of 65 and a paid up life insurance policy issued following the employee's 65 birthday.

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+ years	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 services, with a copy to the president, Calgary Public Teachers Local No 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 services within 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 40 day period, the superintendent, human resources, may consider the merits of the complaint. If the superintendent, 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 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 article 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 15 working days after the date of its submission to the director of employee relations services, the teacher may within 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 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 40 day period, the superintendent, human resources, may consider the merits of the complaint. If the superintendent, 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 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 article or an incorrect article of this agreement or has sought an inappropriate remedy.

20.4 An interpretation committee, consisting of four members appointed by the Association, one of whom shall be a member of the teachers' negotiating committee together with one representative of the Board and three representatives appointed by the chief superintendent of schools, shall meet once per month, if necessary. A quorum of this committee shall consist of all members. The director of employee relations services 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 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 No 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 to this collective agreement may, by written notice served on the party within 10 days after the date on which the committee voted on the disposition of the grievance or within 10 days after the expiration of the said period of 21 days specified in clause 20.5, whichever is shorter, request the establishment of an arbitration board or upon mutual agreement, a single arbitrator 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 arbitration hearing. Such notice shall contain a statement of the nature of the grievance.

20.8 Where an arbitration board is used, each party shall appoint one member as its representative on the arbitration board within seven days of such notice as specified in clause 20.7 and the two members so appointed shall endeavor to select an independent chair.

20.9 If the two members fail to select a chair within five days after the day on which the last of the two members is appointed or should the parties, after agreeing to utilize a single arbitrator, be unable to agree to a single arbitrator, they shall request the director of mediation services to select a chair or single arbitrator.

20.10 The arbitration board or single arbitrator shall determine their own procedure and shall give full opportunity to all parties to present evidence and to be heard.

20.11 The arbitration board shall neither change, modify nor alter any of the terms of this agreement, nor shall the arbitration board make a decision which is 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 a decision not later than 14 days after the appointment of the chair 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 decisions of the arbitration board and shall be binding on the parties. If there is no majority the decision of the chair 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 parties shall bear

equally the expenses of the chair or single arbitrator.

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 30 hours per week, averaged over the school year. Assignable duties shall be devoted to instruction, 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.

Liaison Committee

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

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

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

21.5 In each year there shall be two non-teaching organizational days, the activities of which shall be determined by the staff of each school. A plan of such activities shall be submitted to the 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 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 fulfilment of the plan of activities within a reasonable time after each of the five days.

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

22. Employment Insurance Premium Reduction

22.1 The Board and the Association agree that the employment insurance premium reduction has been shared, in accordance with the provisions of section 69 of the *Employment Insurance Act*, through application of the employee share of the savings to offset the cost of other benefits contained in this agreement.

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 inservice courses shall be recognized for purposes of transfer to salary categories C and D on the basis of one course being regarded as the equivalent of 1/2 of a standard university course.

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

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

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

APPENDIX "B"

Letter of Agreement

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

PURPOSE

1. To assist administrators by giving feedback on their performance with the outcome of providing quality learning experiences for all students.
2. To establish criteria by which administrator job performance will be evaluated.

GUIDELINES

1. These guidelines will read and apply in a manner consistent with the *School Act*.
2. The evaluation of administrators is intended to promote continuous growth and achieve and maintain accountability for quality performance.
3. Appointments to continuing administrative designations will be made by the Board on the basis of the

administrator's professional performance.

4. Assessment by the chief superintendent of schools or delegated authority will be conducted according to the rules of natural justice. The concepts of fairness and natural justice are fundamental to an effective performance evaluation process and insure that:

- employees have a right to be heard, and
- the evaluation process is free from bias.

The evaluation procedure is based on identifiable data and must ensure the teaching being evaluated:

- knows what performance is expected
- is a full participant in the process
- is informed that the teacher is not meeting expectations
- is given the opportunity including time and assistance to remedy the deficiencies and
- knows the probable result or consequence of not meeting the expectations.

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
- Chief Superintendent's Operating Policy
- Calgary Board of Education position descriptions
- Alberta Teachers' Association Code of Professional Conduct
- Roles and responsibilities 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

1. A director will be responsible for summative evaluations.

2. Evaluators will be certificated personnel with administrative responsibility for the administrator being evaluated.

3. Feedback based on job performance and developmental work will be provided throughout the probationary year.
4. The evaluation shall reflect the criteria under which the evaluatee accepted the position, however, at the completion of an evaluation or at any time by mutual agreement, the job description may be changed and subsequent evaluations shall reflect that changed job description.
5. Once the process has been applied and the criteria met, appointment to a continuing designation shall be made. Written notice to the contrary must be provided before April 30 of the probationary year or 60 calendar days prior to the anniversary of the appointment.

APPENDIX "E"

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

For the purpose of avoiding termination of contract teachers, the Calgary Board of Education and the Alberta Teachers' Association agree as follows:

1. Offer of General Leave of Absence

- 1.1 Teachers identified for termination pursuant to the clause 9.8 by the Board, will be placed on involuntary leave of absence without compensation under particular circumstances as outlined by this document.
- 1.2 This leave offer is open only to the teachers identified for termination including those teachers referred to in section 5.2 of this document. No substitutions will be permitted.
- 1.3 This leave offer is open for a two week period from the date of offer unless the parties to this agreement agree to extend the time lines.
- 1.4 The general leave of absence for each teacher takes effect on the day following the last day of the school year in which the teacher is being terminated.
- 1.5 Benefits under the current collective agreement continue until August 31, of the year in which the teacher is being terminated. As of September 1 of the same year, the teacher on leave may purchase regular benefits, except extended disability, through the Board at full cost.
- 1.6 There shall be no restrictions of any kind on the activity the teacher may undertake while on leave including full or part-time employment of any type with the Calgary Board of Education; or any other Board; or any other employer.

1.7 Teachers declining this offer of a leave of absence will be subject to termination with the opportunity to appeal any decision by the Board to the board of reference.

2. Recall

2.1 The Board undertakes that every teacher granted a leave of absence pursuant to this agreement shall be offered recall to duty for a period of two years.

3. The Recall Process and Scheduling

3.1 Teachers who have accepted a leave of absence under this plan shall be identified on recall lists according to their initial hiring position with the Calgary Board of Education.

3.2 Teachers shall be ranked on a particular list according to seniority and tie breakers as already established by the collective agreement in clauses 9.9.1 and 9.9.3

3.3 A teacher may opt to, by submitting a request in writing to teacher staffing at time of acceptance of the leave, add their name to a second list. Placement on the second list will be conditional upon the Board determining the employee's proven competence (experience and/or training within the past five years).

3.4 A teacher may not be on more than two recall lists.

3.5 Categories for recall, as determined by teacher staffing (ie, the titles of the lists), forms Appendix F to this agreement.

3.6 Beginning with the end of the staffing process or July 4 of the year in which the teacher has been placed on leave, whichever comes first, the teacher staffing department, human resources, will recall to duty the teacher most senior on the appropriate list to fill every teacher vacancy which is identified. Once an offer of recall is made to a teacher, the teacher must accept such offer or lose all other recall rights.

3.7 This process will be followed for each vacancy until each teacher on each list has been recalled to duty or has relinquished the leave of absence and resigned.

3.8 Teachers recalled for permanent positions September 1 of any school year will be expected to assume the position regardless of the location or level, so long as the assignment is consistent with the teacher's placement on the recall list. Failure to accept assignment except for reasons of health attested to by a physician, constitutes a resignation from the service of the Board.

3.9 Teachers recalled for, and accepting, permanent positions during the school year, may request a reasonable delay (up to 30 calendar days) in assuming the assignment to make necessary personal arrangements.

3.10 Teachers recalled for temporary assignments may accept or decline such assignments without affecting future recall rights. Teachers recalled for a permanent position on a date other than the beginning of the school year may decline such a position. In the latter case, the teacher becomes eligible for recall only for the beginning of the school year.

3.11 If there is no teacher on the recall list for a particular subject or position, or if all teachers on the list have declined to accept the assignment, the teacher staffing department will fill the position according to CBE practice or policy.

3.12 Teachers recalled for part-time temporary assignments or part-time continuing assignments, will not be considered for full-time assignments that come up during the term of the assignment, but shall retain their place on the recall list and may be recalled to full-time duty at the beginning of the school year or at the end of the temporary part-time assignment.

4. Rights and Obligations

4.1 Teachers on leave may participate in the benefit plans according to section 1.5 above.

4.2 Upon recall, teachers resume their tenured status with the seniority as of the date of commencement of their leave.

4.3 Teachers on leave are required to file with the Board an accurate and updated record of their address and telephone number.

5. Other Provisions

5.1 This agreement is entered into freely by the parties solely for the purposes expressed in this document and for no other purposes.

5.2 Teachers who receive termination notices due to overstaffing are also entitled to apply to participate in this leave of absence plan.

5.3 Teachers taking advantage of 5.2, will withdraw any appeal to the board of reference arising from their termination of employment and the Board will rescind the motion terminating each such teacher's employment.

5.4 Teachers declining leave under this agreement are not subject to recall except as decided through the appeal process.

5.5 It is the intention of the parties that disputes arising from the application of this agreement shall be resolved through the use of a single arbitrator whose costs shall be borne jointly by the two parties - ATA and CBE. The arbitrator shall be selected jointly by the ATA and CBE within three working days of a dispute arising and the arbitrator shall make his/her ruling within seven working days of accepting the assignment.

APPENDIX "F"

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

Categories for Recall

The categories for recall for full-time teachers are as follows:

- Elementary - ECS
- Elementary - Division 1
- Elementary - Division 2
- Elementary - Grades 1-6
- Elementary - Special Education
- Elementary - Bilingual
- Junior High
- Senior High
- Institution

The categories for recall for part-time teachers are as follows:

- Elementary - ECS
- Elementary - Division 1
- Elementary - Division 2
- Elementary - Grades 1-6
- Elementary - Special Education
- Elementary - Bilingual
- Junior High
- Senior High
- Institution

LETTER OF UNDERSTANDING IV

Between the Board of Trustees of the Calgary Board of Education and The Alberta Teachers' Association

ATA REPRESENTATION AND MEMBERSHIP

The above named parties hereby agree that, subject to ratification, the following constitutes mutual agreement between the parties:

If, during the life of this collective agreement, expiring August 31, 1998 the government of Alberta amends the legislation so as to remove the Alberta Teachers' Association's exclusive right to represent teachers for the purpose of collective bargaining or to remove the Alberta Teachers' Association's authority to have employers collect membership fees by payroll deduction, the Calgary Board of Education agrees to negotiate provisions for inclusion in the collective agreement.

LETTER OF UNDERSTANDING VII

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

PARKING FEES

The above named parties hereby agree that, subject to ratification, the following constitutes mutual agreement between the parties:

Effective September 1, 1997 the Board agrees that available, unserviced parking will be assigned to teachers without charge.

This Letter of Agreement replaces the provisions of article 6 of the collective agreement between the parties.

LETTER OF AGREEMENT

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

CHINOOK COLLEGE

During the term of this collective agreement, the Alberta Teachers' Association and the Calgary Board of Education agree that, except for article 8 and 20, this agreement shall not apply to Chinook College teachers who are paid on an hourly rate.

Award Issued by Arbitration Tribunal 2002 06 27