

COLLECTIVE AGREEMENT

BETWEEN

**ELK ISLAND CATHOLIC SEPARATE
REGIONAL DIVISION #41**

AND

THE ALBERTA TEACHERS' ASSOCIATION

September 1, 2012 - August 31, 2016

11947 (09)

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PREAMBLE

Pursuant to the current School Act and the current Labour Relations Code of the Province of Alberta, the following collective agreement is made between:

The Board of Trustees of the Elk Island Catholic Separate Regional Division #41,
herein called the “Board”,

and

The Alberta Teachers’ Association,
herein called the “Association”.

The Board recognizes the Association as the sole bargaining agent acting on behalf of the teachers employed by the Board.

As partners, the Board and its teachers are committed to the development of quality educational opportunities for students in the context of Gospel values. The Board and its teachers acknowledge that this commitment will best be realized when effective communications and a relationship based on mutual trust exist between the partners.

ARTICLE 1 - APPLICATION

- 1.1 This agreement shall apply to all teachers employed by the Board pursuant to the current School Act, except those designated as
- a) Superintendent
 - b) Deputy or Assistant Superintendent
 - c) Director.

ARTICLE 2 - MEMBERSHIP IN THE ASSOCIATION

- 2.1 All teachers employed by the Board shall be members of the Association.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Board retains management rights not specifically limited by the terms of this agreement. These rights will be exercised in a fair and reasonable manner consistent with the mission statement, values and beliefs of the Division.

ARTICLE 4 - TERM OF AGREEMENT

- 4.1 Except where otherwise specified, this agreement shall take effect on September 1, 2012 and shall remain in full force and effect until August 31, 2016. If negotiations between the parties for renewal of a new collective agreement have been commenced as hereafter provided and have not been concluded by August 31, 2016, this agreement shall remain in full force and effect until bargaining procedures under the current Labour Relations Code have been completed.

ARTICLE 5 - COMMENCEMENT OF COLLECTIVE BARGAINING

- 5.1 Not less than sixty (60) days and not more than two hundred and forty (240) days preceding the expiry of the term of the collective agreement, either party may, by notice in writing, require the other party to commence collective bargaining.
- 5.2 The first meeting for collective bargaining will be used to establish the bargaining process. As a first preference, the Board and the Association are committed to carry out the bargaining process in an interest-based approach.
- 5.3 In the course of bargaining, should one of the parties decide to move from interest-based bargaining to traditional bargaining, that party shall notify the other party of this decision in writing. Within fifteen (15) days following notification, both parties shall convert unresolved issues to positions which shall be exchanged at the next scheduled meeting.

ARTICLE 6 - SALARY SCHEDULE

- 6.1 All new employees to the teaching staff shall submit documents required for employee records purposes to human resource services within 30 days of commencing employment or in accordance with the stipulated timelines as set by the agencies that provide the documentation.
- 6.2 Unless otherwise stated, all salaries and allowances in this agreement are based on the regular school year. A regular school year is the period from the established opening date some time after August 1st and closing not more than two hundred (200) teaching days after that opening date.

The school opening date will be chosen to allow:

- a) teachers to complete summer school programs, and
- b) for the lengths of the semesters to be approximately equal.

- 6.3 For the purpose of this agreement, a full-time teacher shall be deemed to have taught pupils upon all days authorized in Section 97(1) of the current School Act. A regular part-time teacher, whose assignment is 0.4 FTE or greater, shall have the same entitlements as full-time teachers, subject to the conditions set out in Clause 10.2.
- 6.4 The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic rate for each teacher employed by the Board.
- 6.5 One-twelfth (1/12) of a teacher's annual salary shall be paid by direct deposit:
 - a) on the second last banking day of each month.
- 6.6 **TEACHER SALARY GRID**

TEACHER SALARY GRID (0% increase)
for the period September 1, 2012 to August 31, 2014

Years of Teaching Experience	Years of University Education			
	Three	Four	Five	Six
0		58,044	61,296	64,932
1		61,433	64,695	68,329
2		64,819	68,093	71,733
3		68,207	71,492	75,132
4		71,593	74,892	78,534
5		74,977	78,289	81,936
6		78,363	81,688	85,337
7		81,750	85,087	88,738
8		85,136	88,485	92,138
9		88,523	91,885	95,540
10	69,968	91,912	95,286	98,942

TEACHER SALARY GRID (0.18% increase)
for the period September 1, 2014 to August 31, 2015

Years of Teaching Experience	Years of University Education			
	Three	Four	Five	Six
0		58,148	61,406	65,049
1		61,544	64,811	68,452
2		64,936	68,216	71,862
3		68,330	71,621	75,267
4		71,722	75,027	78,675
5		75,112	78,430	82,083
6		78,504	81,835	85,491
7		81,897	85,240	88,898
8		85,289	88,644	92,304
9		88,682	92,050	95,712
10	70,094	92,077	95,458	99,120

TEACHER SALARY GRID (2% increase)
for the period September 1, 2015 to August 31, 2016

Years of Teaching Experience	Years of University Education			
	Three	Four	Five	Six
0		59,311	62,634	66,350
1		62,774	66,108	69,821
2		66,234	69,580	73,299
3		69,696	73,053	76,773
4		73,156	76,527	80,249
5		76,614	79,999	83,725
6		80,074	83,472	87,200
7		83,535	86,945	90,676
8		86,995	90,417	94,150
9		90,456	93,891	97,626
10	71,496	93,919	97,367	101,102

6.6.1 Effective September 1, 2014 all salaries will be increased by 0.18% to the “adjusted provincial average”.

6.6.2 Effective September 1, 2015 all salaries will be increased by 2.0% as per the provincial framework agreement.

- 6.6.3 Effective September 1, 2015 a one-time lump-sum payment of 1% of the annual salary as set out in the Collective Agreement grid in effect as of November 15, 2015 will be paid to all teachers on contract on that date, funded by Provincial Government and paid no later than the end of December 2015.
- 6.7 Teachers hired with less than four years of recognized university education, as determined under Clause 8, shall be paid at four Years of University Education according to their recognized teaching experience, as determined under Clause 7, to a maximum of the amount at the grid position of three (3) Years of University Education and eleven (11) Years of Teaching Experience.
- 6.8 A teacher who is required to render service during recognized holiday periods at the request and with written approval of the Board, shall receive one two-hundredth (1/200th) of that teacher's annual salary for each day of work.
- 6.9 Staff teaching Summer School shall be paid 1/200 of their teaching salary for each day of summer school. Allowances do not apply to the 1/200th.
- 6.10 The individual designated as Principal of Summer School shall receive 1/200th of the basic Principal's Allowance for each day of summer school as per the collective agreement.
- 6.11 All salaries referred to herein, unless otherwise specifically stated, are payable to a teacher as provided in the School Act.

ARTICLE 7 - EXPERIENCE INCREMENTS

- 7.1 A year of teaching experience shall be any one school year during which a teacher has taught for not less than one hundred and twenty-five (125) full days.
- 7.2 A full increment will be given if one hundred and ten (110) full days are earned during two (2) consecutive school years, prior to November 1, 1996. A full increment will be given if one hundred and twenty-five (125) full days are earned during two (2) consecutive school years, starting November 1, 1996.
- 7.3 The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year or on February 1st.
- 7.4 When a year of teaching experience has been earned, the teacher shall not begin to earn credit towards another year until the commencement of another school year or February 1st, whichever occurs first. Notwithstanding the above, only one experience increment may be gained during any twelve (12) month period.
- 7.5 No teacher shall receive increments for experience gained while the teacher was not holding a valid teaching certificate or Letter of Authority.

- 7.6 Proof of previous experience or proof of having applied for documentation of previous experience must be submitted to the Board within 45 calendar days from the commencement of employment. If such documentation is not submitted within the 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of the documentation. The interim salary shall be the salary of the grid position and no years Teaching Experience.
- 7.7 Effective September 1, 2005, substitute teachers will be granted credit for an experience increment for salary purposes, when the accumulated total or equivalent full days taught with this Board in a single school year is 125 days or more. Teaching days cannot be transferred from one school year to the next.

ARTICLE 8 - EDUCATION INCREMENTS

- 8.1 Evaluation of a teacher's university education shall be determined by The Alberta Teachers' Association Teacher Qualifications Service.
- 8.2 A teacher commencing employment with the Board shall supply to the Board proof of education entitlement or proof of application for education entitlement from the Alberta Teachers' Association Teacher Qualifications Service within 45 calendar days of the commencement of employment. The interim salary shall be for the grid position of four years of university education at that teachers experience level. If such proof is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the beginning of the month following submission of the TQS documentation to the Board.
- 8.3 A teacher claiming additional education entitlement shall supply to the Board proof of such entitlement or proof of application for such entitlement from the Alberta Teachers' Association Teacher Qualifications Service within 45 calendar days of the first day of school or February 1, whichever is applicable. If such proof is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the beginning of the month following submission of the TQS documentation to the Board.
- 8.4 Notwithstanding the foregoing, the Board reserves the right to pay extra for approved religious education.
- 8.5 Each payroll voucher shall state the teacher's Years of University Education, Years of Teaching Experience and Full Time Equivalency as used to determine salary, and a list of benefits that teacher is accessing.
- 8.6 The Board will not in any one year pay for increments under any clause of the agreement which should have been claimed in the previous year.

ARTICLE 9 - ADMINISTRATIVE ALLOWANCES

- 9.1 Effective September 1, 2012 principals shall be paid an annual administrative allowance calculated as a base allowance of \$21,758.96 plus \$19.76 per student for each student in excess of 300 students in that principal's school on September 30 of that school year. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
- 9.1.1 Effective September 1, 2013 Principals shall receive an additional \$1,200 dollar administrative allowance over and above the allowance paid in 9.1 as part of their administrative allowance.
- 9.1.2 In recognition of the duties required to effectively open and close a school during the summer:
- 9.1.2.1 Effective September 1, 2013, the board will ensure that Principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the Principal and the Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the Principal and Superintendent, the Board shall pay out the unused paid leave days at 1/200th of the annual salary and allowance by the end of June each year.
- 9.1.2.2 Effective September 1, 2014, all Principals will be granted one additional (1) paid leave day per school year, at a time mutually agreeable to the Administrator and the Superintendent or designate. This additional day shall not be eligible for pay out.
- 9.2 The Assistant-Principal(s) shall receive fifty percent (50%) of the Principal's allowance. Assistant-Principals receiving an allowance of sixty percent (60%) of the Principal's allowance prior to November 1, 1996 shall continue to receive the allowance calculated at the sixty percent (60%) rate.
- 9.2.1 Effective September 1, 2013 Assistant Principals shall receive an additional \$1,200 dollar administrative allowance over and above the allowance paid in 9.2, as a part of their administrative allowance.
- 9.2.2 In recognition of the duties required to effectively open and close a school during the summer, effective September 1, 2014, all Assistant Principals will be granted three (3) paid leave day(s) per school year, at a time mutually agreeable to the Administrator and the Superintendent or designate.
- 9.2.3 No more than two (2) operational days may be taken consecutively by any administrator in 9.1.2.1, 9.1.2.2, 9.2.2 and/or 15.4.1 and/or 15.4.2.

- 9.3 In the case of an extended absence of a Principal, the Board may, by motion, designate a teacher as acting principal, who shall receive an administrative allowance according to Clause 9.1 of the Collective Agreement for the period of the absence.
- 9.4 Effective September 1, 2013, in addition to a teacher's grid placement, a teacher designated as a consultant shall receive an annual allowance of \$10,803.35, prorated based on FTE. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
- 9.5 In addition to a teacher's grid placement, a teacher designated as a coordinator shall receive an annual allowance of \$4,542.84. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
- 9.6 Effective September 1, 2013, no individual holding multiple designations shall hold multiple allowances.
- 9.7 Effective September 1, 2015 all allowances will be adjusted on the same basis as in clause 6.6 of the Collective Agreement.
- 9.8 Effective September 1, 2016 all allowances will be adjusted by 2.0% as per the Provincial Framework Agreement.

ARTICLE 10 – HOURS OF INSTRUCTION

- 10.1 A teacher may be assigned class instruction and class supervision duties up to 93.3 per cent for kindergarten (ECS) to grade nine and 87.5 per cent for grades 10 to 12 of the total instructional time for a student in a school year as stipulated by Alberta Education.

A part-time teacher shall be paid an annual salary equal to the salary the teacher would have received had the teacher been employed on a full-time basis multiplied by the factor x/y where x is the time the teacher instructs or supervises classes during the school year and y is:

- (a) 93.3 per cent of the total instructional time for kindergarten (ECS) to grade nine in that school year at the school to which that teacher is assigned and
- (b) 87.5 per cent of the total instructional time for grades 10 to 12 in that school year at the school to which that teacher is assigned.

ARTICLE 11 - SUBSTITUTE TEACHERS

- 11.1 A substitute teacher is a teacher who teaches full or part-time in place of a teacher who is under contract by the Board.
- 11.2 Effective September 1, 2012, for a full day of substitution at one location, a substitute teacher shall receive a salary of \$206.27. This salary is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
- 11.2.1 Effective September 1, 2016 a substitute teacher shall receive a salary increase of 2.0%.
- 11.3 For one-half day of substitution, a substitute teacher shall receive a salary equal to sixty percent (60%) of the salary for a full day of substitution.
- 11.4 For a full day of substitution at two different locations on the same day, a substitute teacher shall receive a salary equal to one hundred and ten percent (110%) of the salary for a full day of substitution.
- 11.5 When a period of teaching service in any one substitution assignment exceeds two (2) consecutive teaching days, the teacher's salary shall be calculated in accordance with that teacher's years of training and experience. Such placement shall be made from the third (3rd) day of service in that position. No substitute teacher shall be paid less than the daily rate.
- 11.6 The Board shall give the substitute teacher a minimum 12 hours cancellation notice; if no notice is given, the sub will either be employed for, or paid for, a half day of service.

ARTICLE 12 - GROUP INSURANCE

- 12.1 The Board shall pay fifty-five percent (55%) of the premium for Alberta Health Care for those teachers enrolled in Alberta Health Care, and remit that amount to the Alberta Health Care authorities. The Board shall deduct forty-five percent (45%) of the premium for Alberta Health Care from the monthly salary of those teachers enrolled in Alberta Health Care, and remit that amount to the Alberta Health Care authorities.
- 12.2 The Board shall pay one hundred percent (100%) of the premium of the Alberta School Employee Benefit Plan, Extended Health Care, Plan 1.
- 12.3 The Board shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Life Insurance and Accidental Death and Dismemberment, Plan 2.
- 12.4 The Board shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Extended Disability Benefits, Plan D.

- 12.5 The Board shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Dental Care, Plan 3.
- 12.6 The Board shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Vision Care, Plan 3.
- 12.7 Coverage under the plans in Clauses 12.1, 12.2, 12.5 and 12.6 shall be optional.
- 12.8 A teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan, will not be entitled to receive sick pay benefits as provided for elsewhere in this collective agreement.
- 12.9 The rebate by Revenue Canada relative to Employment Insurance will be refunded to the Board and such funds shall be applied to the Board's share of employee benefit costs.
- 12.10 The Board will contribute annually, \$750.00 for each eligible teacher who works 0.40 FTE or greater, to a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five months duration. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

ARTICLE 13 - WORKING CONDITIONS

13.1 Learning Environments

The Elk Island Catholic Separate Regional Division #41 has been and continues to be committed to providing the best possible learning environment for its students. The Board and its teachers acknowledge and recognize that the following factors have significant impacts on the learning environments in schools:

- School-based decision-making
- The numbers of students teachers must teach and their individual learning needs
- Classroom and other resources, both staff and materials
- Time required to fulfill teaching and voluntary tasks

Given that long term educational goals are critical to the Board and its teachers, wherever and whenever feasible, the Board will use whatever resources it has available to promote excellence in education.

- 13.2 The teachers recognize the right of the Board to formulate policy; in return, the Board recognizes the right of the teachers to be consulted.

- 13.3 Three (3) representatives from the Working Conditions Committee and three (3) representatives of the Board shall consider all proposed changes in teachers' working conditions outside of this agreement. The Superintendent shall attend as a resource person for both parties if requested by either party.
- 13.4 The teachers recognize that they have the professional obligation to resolve any issues through normal channels prior to presenting them to the committee as outlined in Clause 13.3.
- 13.5 A coordinator shall be required to provide class instruction or class supervision to a maximum of seventy-five percent (75%) of the total instructional time for a student at that school in that school year.
- 13.5.1 Notwithstanding the above, if the program of the school requires it, a coordinator may agree to provide instruction beyond this maximum.

ARTICLE 14 - SICK LEAVE

- 14.1 Sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of illness, injury or disability of the teacher.
- 14.2 A teacher on a probationary or continuing contract who is in the second year of continuous service with the Board, shall have available sick leave entitlement, with pay and benefits, of ninety (90) consecutive calendar days. This period shall serve as the elimination period for the Extended Disability Benefit plan.
- 14.3 A teacher who has been absent on sick leave or disability and returns to the entirety of the same full-time equivalency shall have the ninety (90) calendar days of sick leave entitlement reinstated.
- 14.4 A teacher on contract not covered by clause 14.2 shall have available sick leave entitlement, with pay and benefits, of 20 teaching days accrued at a rate of 2 days per month pro-rated to their FTE. A teacher in the second and subsequent year of employment with the Board not covered by clause 14.2 shall be entitled to carry forward the unused portion of the sick leave from the previous year.
- 14.5 If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of illness, injury or disability for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.

14.6 In the event that a teacher is absent on sick leave, the teacher will provide:

- a) a declaration, on a Teacher Month End Absentee Report to be provided by the Board, no later than the last day of the month in which the leave is accessed;
- b) when requested by the Board, prior to return from sick leave, a certificate signed by a qualified medical or dental practitioner where the absence is in excess of three (3) consecutive teaching days, such certificate to be provided no later than the last day of the month in which the teacher returns to work following the leave;
- c) a further medical certificate, if requested by the Board, when the leave extends for a period of more than thirty (30) consecutive calendar days.

14.7 Return to Work

In the event that a teacher who qualifies for sick leave is absent for more than ten (10) consecutive teaching days, the Board may require the teacher to provide the Board's Physician's Medical Statement certifying fitness to return to work before the teacher is allowed to return to normal teaching duties. The cost, if any, for this certificate of fitness shall be borne by the Board.

14.8 A teacher who may meet the qualifying requirements for Extended Disability Benefits shall apply for such benefits at the teacher's earliest opportunity, and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days.

14.9 Teachers on Extended Disability shall have benefit premiums paid by the Board as specified in this agreement.

14.10 Where a teacher is eligible to receive Extended Disability Benefits and where the teacher has insufficient sick leave to cover the period of time that the teacher must wait prior to receiving benefits under the Extended Disability Plan, and where the teacher does not qualify for benefits under the Employment Insurance legislation, the Board shall provide a payment equivalent to the payment the teacher would have received had the teacher been eligible for Employment Insurance coverage, to a maximum of ninety (90) calendar days less the number of days accumulated under Clause 14.4.

14.11 In the case of a teacher returning from Extended Disability leave, should the teacher suffer from a recurrence of the same disabling condition, the relevant provisions of the Alberta School Employees' Benefit Plan will apply. Once approved, the Extended Disability Benefit shall be effective the first day of absence due to the recurrence.

14.12 During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in Clause 16. The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.

14.13 A teacher who, as of the date of signing of this agreement by both parties, is on sick leave, may remain on sick leave up to the maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.

14.14 Family Medical Leave

Effective the first day of the month following ratification, a teacher may use up to four (4) days per school year with pay and benefits for family medical leave in order to care for the teacher's sick child, spouse or parent. Additional days of family medical leave with pay and benefits may be granted by the Board subject to approval by the superintendent or designate.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Compassionate Leave

15.1.1 In the event of death or serious illness of a member of a teacher's or a teacher's spouse's family, the teacher shall be allowed leave with pay and benefits for a maximum of five (5) operational days. The Board recognizes that there may be circumstances where the above provisions may be extended, at full salary and benefits, and may do so at its sole discretion.

15.1.2 The family is regarded to be spouse, child, parent, grandparent, brother, sister, uncle, aunt, grandchild, and legal dependent. The teacher's spouse's family is regarded to be spouse's child, parent, grandparent, brother, sister, uncle, aunt, grandchild and legal dependent.

15.1.3 The Board may grant compassionate leave, with or without pay, in circumstances not covered by the foregoing.

15.2 Paternal and Adoptive Leave

15.2.1 A husband shall be granted five days paternal leave with pay and benefits for the birth of his child in the time surrounding the birth. If more time is required for medical purposes, the teacher may access family medical leave through clause 14.14

15.2.2 Five days leave with pay and benefits shall be granted to a teacher on the occasion of the adoption of a child in the time surrounding the birth or taking custody of a child.

15.3 Study Leave

15.3.1 Upon application to and permission from the Board and pursuant to the operational needs of the School and the Division, a temporary leave of absence may be granted during a school year for study purposes to advance the academic or professional standing of a teacher. Such study leave shall be for a maximum of five operational days. A teacher granted such leave of absence shall have salary deducted to cover no more than the cost of a substitute teacher as required.

15.4 Temporary Personal Leave

15.4.1 Effective on the date of ratification, and subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to three (3) operational days per school year. The cost to the teacher shall be fifty percent (50%) of the cost of a substitute teacher, if one is required, for the first and second days, and one hundred percent (100%) of the cost of a substitute teacher, if one is required, for the third day.

Effective September 1, 2014, and subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to two (2) operational days per school year without cost to the teacher. Teachers shall be entitled to carry-over up to two (2) unused days over to the next school year.

15.4.2 Effective September 1, 2014, and subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to one (1) operational day per school year at one hundred percent (100%) of the cost of a substitute teacher, if one is required. This day cannot be taken on a Professional Development, Teacher Convention or Faith Day.

15.4.3 Effective September 1, 2014, no more than two (2) operational days in 9.2.2 and/or 15.4.1 and/or 15.4.2 shall be taken consecutively.

15.4.4 Effective September 1, 2014, no more than one (1) operational day in 15.4.1 and/or 15.4.2 shall be used to extend Fall Break, Christmas Break, Spring Break or Summer Break unless approved by the superintendent or designate

15.5 Extended Personal Leave

15.5.1 The Board may grant a teacher a personal leave of absence without pay or benefits for a period of up to one (1) year. The period of the leave will not be included in any calculation of experience increments.

15.5.2 The Board will endeavour to place the returning teacher into a position that most nearly equates with the position formerly occupied by the teacher, commensurate with training and experience. A teacher on leave will not have any advantage or disadvantage in the event of staff reduction or program change.

15.5.3 A teacher who is granted leave under Clause 15.5.1 shall retain sick leave entitlement.

15.5.4 During a personal leave of absence without pay, the Board will make available and administer the normal benefit coverage, one hundred percent (100%) of the premiums to be paid by the teacher.

15.6 Legal Proceedings Leave

15.6.1 A leave of absence without loss of salary and benefits shall be granted:

- a) for jury duty or any summons related thereto, or
- b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witness.

15.6.2 The teacher shall remit any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body.

15.7 Leave for ATA Business

15.7.1 It is recognized that from time to time the Alberta Teachers' Association or the ATA Local No. 21 may request that certain of its members be granted release time from duties to serve on Association committees or other bodies or to act as its representative. The Association will reimburse the Employer at the daily rate or, where appropriate, the half-daily rate for substitute teachers under clauses 11.2 and 11.3 of the agreement.

15.7.2 A teacher including any member named within the scope of the collective agreement who is elected president of ATA Local No. 21 shall be granted up to 0.25 FTE release time for one year and the Local shall reimburse this cost to the Board, with no cost to the Board.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVES

16.1 General

Leave Administration

16.1.1 The Board will administer:

- a) maternity and parental leaves in compliance with the Employment Standards Code and any regulations passed thereunder, and
- b) the Supplementary Employment Benefits (SEB) Plan.

Leave Eligibility

16.1.2 All full and part-time teachers who have at least one year of service with the Board are eligible for maternity and parental leaves.

16.1.3 Parental leave is in effect for mothers and fathers who have children born or adopt a child after December 31, 2000.

Position Protection

16.1.4 Upon completion of a maternity or parental leave by a teacher, the Board shall endeavour to reinstate the teacher in the position that the teacher occupied at the commencement of the leave or in a position that most nearly equates with that position.

16.2 Maternity Leave

Leave Duration

16.2.1 A teacher who is a birth mother is entitled to fifteen (15) weeks of unpaid maternity leave immediately followed by thirty-seven (37) weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.

16.2.2 A maternity leave must include a period of at least six (6) weeks immediately following the date of delivery, unless the teacher and the Board agree to shorten that period by the teacher giving the Board a medical certificate indicating that resumption of teaching duties will not endanger her health.

16.2.3 Teachers are entitled to maternity leave for a maximum period of 15 weeks commencing on the date of their choosing, but no later than the birth of the baby.

16.2.4 Where possible, written notice of intent to take such leave will be forwarded to the superintendent or designate at least twelve weeks prior to commencement of the leave. The Board may request from the teacher a statement from a physician indicating the expected delivery date.

16.2.5 The teacher on maternity leave shall be eligible for one of the following options:

- a) If the absence begins prior to ten weeks before the estimated date of delivery and continues without a return to work, the teacher will be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefit.
- b) If the absence begins within the ten week period before the estimated date of delivery or on the date of delivery, the teachers shall choose either i or ii below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.
 - (i) The Board shall implement and maintain a supplementary unemployment benefits (SUB) plan which shall provide teachers on maternity leave with 100 per cent of their weekly salary under the SUB plan during 15 weeks of leave. The Board shall pay the portion of the teacher's benefit plan premiums specified in Article 12 of the collective agreement for the 15 week period.

- (ii) The teacher may access sick leave entitlement with pay as specified in Article 14 of the collective agreement for the period of sickness or disability.

16.2.6 If an audit by Human Resources Development Canada Employment Insurance mandates changes in the SUB plan to comply with Employment Insurance regulations, these changes will be made immediately and will be binding on both parties.

Notice of Leave Commencement

16.2.7 Whenever possible, a teacher shall notify the Board in writing at least twelve (12) weeks prior to commencement of a maternity leave. If medical reasons prevent the teacher from providing the Board with six (6) weeks notice, the teacher shall still be eligible for the leave provided that the teacher supplies the Board, within two (2) weeks of ceasing to work, a medical certificate indicating:

- a) that a medical reason prevented the teacher from giving the required notice and
- b) the estimated or actual date of delivery.

16.2.8 A teacher who is a birth mother who takes maternity leave is not required to provide notice prior to accessing parental leave unless she originally agreed to only access fifteen (15) weeks of maternity leave. If a teacher who had originally agreed to only access fifteen (15) weeks of maternity leave decides to then access parental leave, she must provide written notice of her intent to the Board at least six (6) weeks prior to commencement of the parental leave.

Notice of Return to Work

16.2.9 At least four (4) weeks prior to the end of the leave, a teacher on maternity leave shall notify the Board in writing:

- a) of the date of return to work, or
- b) of a change to the date of return to work.

16.3 Parental/Adoptive Leave

Leave Duration

16.3.1 A teacher who is a birth mother, father or an adoptive parent is entitled to thirty-seven (37) consecutive weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.

16.3.2 At the conclusion of a parental leave, the Board may provide for additional leave under other provisions of this Collective Agreement.

Notice of Leave Commencement

16.3.3 A teacher shall notify the Board in writing of the teacher's intent to take parental leave as soon as possible but no less than six (6) weeks prior to commencement of a parental leave. If medical reasons, or circumstances related to an adoption, prevent the teacher from providing the Board with this notice, the teacher shall still be eligible for the leave and the teacher shall provide the Board with notice as soon as possible.

Leave Commencement

16.3.4 Subject to 16.2.1, a teacher may commence a parental leave at any time following the birth or adoption date. The parental leave must be completed within fifty-two (52) weeks of the birth or adoption date.

Notice of Return to Work

16.3.5 At least four (4) weeks prior to the end of the leave, a teacher on parental leave shall notify the Board in writing:

- a) of the date of return to work, or
- b) of a change to the date of return to work

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

17.1 A Professional Development Sabbatical shall mean a leave of absence which may be granted by the Board upon application by a teacher. All professional development sabbatical applications shall have an accompanying letter of recommendation from the Principal and the Superintendent. The deadline for the applications to be received by the Board is March 1st of the current year.

17.2 A teacher who is granted a professional development sabbatical shall, for the duration of that teacher's professional development sabbatical, receive a minimum allowance of fifty percent (50%) of that teacher's annual grid salary, to be paid monthly at the rate of one-twelfth (1/12th) of the determined allowance. The teacher, after completing the term of sabbatical leave, at the discretion of the Board may be required to complete the remaining term as a teacher for the School District, and shall be paid, in lieu of sabbatical allowance, one-twelfth (1/12th) of that teacher's salary per month to August 31st.

17.3 A teacher who is granted professional development sabbatical shall give an understanding in writing to return to teaching duties following the expiration of the sabbatical, and shall not resign or retire from teaching service for the Board, for a period of at least two (2) full school years after resuming duties except by mutual agreement of the Board and the teacher.

- 17.4 Unless otherwise agreed upon by the teacher and Board, a teacher, upon return from a professional development sabbatical, will be placed in a position economically no less favourable than the one the teacher left, unless such lesser amount has been agreed upon by the parties to this agreement from time to time, until such time as the provisions of this collective agreement entitle the teacher to a total annual salary and allowance amount that is greater than that being received at the time of the return.
- 17.5 In the event that a teacher wishes to leave the employ of the Board before completion of the two-year (2) term mentioned in Clause 17.3, the Board may request repayment of all or part of the salary paid during the professional development sabbatical.
- 17.6 After completion of one (1) year of the two-year (2) term mentioned in Clause 17.3, any invocation of Clause 17.5 will be proportional to the time remaining of the two-year (2) term.
- 17.7 Upon return to regular duties, the teacher is required by the Board to furnish evidence of compliance with the terms of the agreement under which the leave was granted.
- 17.8.1 The Board may reimburse teachers the cost of tuition fees for courses provided the courses are:
- a) approved by the Superintendent, or designate, as pertinent to that teacher's role in the system, and
 - b) successfully completed.
- 17.8.2 The Board will contribute an annual amount towards the payment of university course reimbursement calculated by the total number of FTE teachers employed by the Division on September 1st of each year multiplied by \$125.00. If the total amount of tuition claimed exceeds the annual allocation, payment will be reimbursed on a pro-rata basis. Course payment will be paid at a rate of up to \$600.00 per half course. Any unused allocation from a single year will be carried forward to the next year to a maximum of double the allocation for that year.
- 17.8.3 If a teacher leaves the employ of the Board after less than one year of service after completing a course for which that teacher has received a tuition fee reimbursement:
- a) exceeding \$500 but less than \$1000, the Board may request repayment of the reimbursement and deduct the repayment from the teacher's last pay cheque,
 - b) of \$1000 or greater, the Board may request repayment of the reimbursement by six (6) equal monthly installments.

ARTICLE 18 - APPOINTMENTS, TRANSFERS AND SECONDMENTS

- 18.1 The Board may create or designate for teachers new positions not referred to or covered in this agreement. Salaries and/or additional allowances shall be arrived at by consultation with the Association.

- 18.2 Teachers seconded from or within the Elk Island Catholic Separate Regional Division #41 shall be entitled to an experience increment for each year of secondment, be considered a full member of the Division and local teachers' association, receive salary and benefits normally afforded any teacher of similar experience and position, and return to a position no less favourable than the position held prior to the secondment. Notwithstanding any of the foregoing, a teacher on secondment must comply with Section 76(5) of the Labour Relations Code as it applies to a strike vote.
- 18.3 Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment or transfer as the superintendent may deem advisable in the interests of the Division within the limitations of Section 104 of the current School Act.
- 18.4 The Board shall endeavour to minimize involuntary teacher transfers from a Sherwood Park or Fort Saskatchewan school to a Camrose or Vegreville school, or vice-versa. The Board shall endeavour to minimize involuntary teacher transfers from a Camrose school to a Vegreville school or vice-versa.

In the event that such a transfer occurs, the Board shall pay the teacher either:

- a) a reasonable daily travel allowance paid in each of the first two school years that a teacher works in this assignment. In the event that the assignment exceeds two years, the teacher may request an extension of this daily travel allowance.
- b) Reasonable moving expenses to the community to which the teacher was involuntarily transferred.

It is understood that a teacher is eligible to apply for and be considered for other teaching positions at any time following notification of the transfer.

18.5 Administrative Transfers

18.5.1 Any Principal or Assistant-Principal who is required by the Board to transfer from the Principal's or Assistant-Principal's current school to any other school(s) shall receive, over the subsequent three (3) years and beginning on the date the transfer takes effect, an allowance which shall be the greater of:

- a) the allowance payable at the other school(s) as computed according to Clause 9.1, or,
- b) the allowance that would have been payable at the current school during the first year of the transfer.

18.5.2 Any Principal or Assistant Principal with a minimum of ten (10) years service with the Board and a pension index of 75 or more, who is required by the Board to transfer to any other school shall receive over the next 5 years and beginning on the date the transfer takes effect, the greater of:

- a) The allowance payable at the new school as computed according to Article 9.1, or,
- b) The allowance that would have been payable at the previous school, or
- c) The allowance payable for either school in any year of the five-year period and payable in that year and for the remaining portion of the five-year term.

18.5.3 Should an additional transfer occur during the five years, the provision of a) will apply to any new school but does not extend the five-year period from the date of the original transfer.

18.5.4 Article 18.5.2 can only be accessed once by any member.

ARTICLE 19 - SPECIAL CONSIDERATION

- 19.1 The Board reserves the right to give special consideration for special qualification, service, or situation until a place is established in the agreement for same.
- 19.2 The Association may be notified in writing within twenty (20) working days of any consideration given under Clause 19.1.

ARTICLE 20 - GRIEVANCE PROCEDURES

- 20.1 A grievance is defined as any dispute arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, and further, including any dispute as to whether the difference is arbitrable, shall be dealt with, without stoppage of work or refusal to perform work, as follows:
- 20.2 Any reference to a period of days excludes Saturdays, Sundays and non-operational or holiday days.

20.3 Step One (Initial Conflict Resolution Procedure)

Such difference, hereinafter called “a grievance”, shall first be submitted by the grievor within fifteen (15) days from the date of the incident or situation giving rise to the grievance, or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall be submitted to the Superintendent of the Board, and Economic Policy Committee Chair, of the Local, of The Alberta Teachers’ Association. The grievor and the Superintendent shall meet within ten (10) days with the objective of resolving the dispute. The grievor may have representation at the meeting from The Alberta Teachers’ Association. The Superintendent after meeting to discuss the grievance will communicate the outcome of the dispute to the grievor, in writing, with a copy to the Economic Policy Chair of the Local of The Alberta Teachers’ Association within a further ten (10) days.

20.4 Step Two (Grievance procedure)

If the grievor is not satisfied with the disposition of the grievance, or if no decision has been rendered within ten (10) days after the presentation of the grievance to the Superintendent, the grievor shall file the grievance in writing to the Superintendent of the Board and Economic Policy Chair of the Local of The Alberta Teachers’ Association. Such submission shall be made within fifteen (15) days after the grievor receives the written outcome. Such submission shall set out the particulars regarding the nature of the grievance, the articles of this agreement which it is alleged to have been violated, and the remedy sought.

20.4.1 On notice of a grievance, the Superintendent and Chair of the EPC shall strike a grievance committee consisting of three (3) members of the Board and three (3) representatives of the Association to interpret, consider and render a decision as to the disposition of the grievance. The Superintendent and Chair of the EPC will set a meeting date for the committee within ten (10) days and the committee shall give its decision within twenty-one (21) days following the receipt of the grievance. If the decision cannot be rendered in that time, the Chairperson of the grievance committee shall notify the grievor in writing of the reasons for any delay in disposing of the grievance.

20.4.2 A quorum of the grievance committee shall consist of all members. The grievance committee shall meet and select a chairperson from its membership. The grievance committee shall endeavour to resolve the grievance and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

20.5 Step Three (Arbitration Procedure)

If the grievance committee does not reach a unanimous or any decision, either party may, by written notice served on the other party within ten (10) days after the date on which the committee voted on the disposition of the grievance or within ten (10) days after the expiration of the said period of twenty-one (21) days, whichever is shorter, require the establishment of an Arbitration Board as hereinafter provided. If such notice is not served within the time limit, the grievance shall be deemed to be at an end. The parties may by mutual agreement, consent to postpone the hearings of the Arbitration Board.

20.5.1 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and the two (2) members so appointed will endeavour to select an independent Chairperson. If the two (2) members fail to select a Chairperson within five (5) days, the members shall request the Director of Mediation Services, Alberta Labour, to select a Chairperson.

20.5.2 The Arbitration Board shall determine its own procedures but shall give full opportunity to all parties to present evidence and to be heard.

20.5.3 The Arbitration Board shall not change, modify or alter any of 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 arising during the term of this agreement.

20.5.4 The Arbitration Board shall give its decisions not later than fourteen (14) days after the appointment of the Chairperson, except that with the consent of the Association and Board, such limitation of time may be extended. The findings and decisions of a majority (two out of three) of the members of an Arbitration Board shall be binding on the parties.

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

20.6 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; with due diligence for fair representation of both parties, therefore, compliance of the provisions is mandatory. If the Board (employer) fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

ARTICLE 21 - DATE OF AGREEMENT

Negotiated and mutually agreed upon and signed:

**On behalf of the
Teachers' Policy Committee:**

**On behalf of the
Division Board:**

Chairman

Chair

**On behalf of the
Alberta Teachers' Association:**

Coordinator of Teacher Welfare

Date

LETTER OF UNDERSTANDING #1
Our Lady of Mount Pleasant Modified School Calendars 2012-2016

Between the Board of Trustees of the Elk Island Catholic Separate Regional Division No 41, herein called the “Board” and the Alberta Teachers’ Association herein called the “Association.”

In consideration of the Board’s approval of a modified school calendar (Appendix A) for Our Lady of Mount Pleasant School (OLMP) for the 2012-2016 School Years, and seeking fair and equitable treatment of teachers, both Parties agree to the Collective Agreement amendments as found in Appendix B.

The parties agree to meet upon the request of either party to discuss issues arising from the application of this Letter of Understanding and/or its continuance beyond 2015-16.

LETTER OF UNDERSTANDING #2

The Superintendent agrees to establish an Administrative Procedure to implement a Collaborative Time program for Kindergarten to Grade 8 teachers (as well as Grade 9 at St. Luke.). Two (2) days of collaborative time will be provided for every teacher affected, the cost of the substitute to be paid by the Board.

LETTER OF UNDERSTANDING #3

The Board agrees to establish a Deferred Salary Leave Plan for teachers subject to the Canada Customs and Revenue Agency Regulations. This will be developed by way of an Administrative Procedure by October 30, 2013.

APPENDIX B – COLLECTIVE AGREEMENT AMENDMENTS

Re Letter of Understanding #3 – Our Lady of Mount Pleasant Modified School Calendar 2010/2011

Between - The Board of Trustees of the Elk Island Catholic Separate Regional Division No 41, herein called the “Board” and the Alberta Teachers’ Association, herein called the “Association.

Given that the Board has approved a modified school calendar (see Appendix A) for Our Lady of Mount Pleasant School (OLMPS) and other “regular” Elk Island CSRD No 41 school calendars for the 2010/2011 school year, the parties recognize that the following shall apply to the teachers who teach at OLMPS during the 2010/2011 school year as applicable.

1. Collective Agreement Amendments

As the modified calendar will require OLMPS teachers to teach a fewer number of longer days than would be the case under a “regular” school calendar (the calendar applicable to the other Elk Island Catholic Separate Regional Division No 41), the parties acknowledge that the following collective agreement articles/clauses need to be adjusted accordingly. As such the parties agree that the adjustment to be applied, will be referred to as the “Our Lady of Mount Pleasant 2009/2010 School Calendar Conversion Factor”, more simply referred to as the “Conversion Factor” (CF). The conversion factor is calculated as follows:

$ODCF = 194$ (#operational days “regular” schools) / 163 (#operational days OLMP) = 1.19
rounded to 1.2

$IDCF = 181$ (#instructional days “regular” schools) / 150 (#instructional days OLMP) = 1.21
rounded to 1.2

or $163/194 = 0.84$.

Depending on the clause being adjusted, the CF value shall be either 1.2 or 0.84 as applicable and noted below.

ARTICLE 7 - EXPERIENCE INCREMENTS

7.1 A year of teaching experience shall be any one school year during which a teacher has taught for not less than 125 full days.

$$CF - 125 * 0.84 = 105$$

7.2 A full increment will be given if 110 full days are earned during two consecutive school years prior to November 1, 1996. A full increment will be given if 125 full days are earned during two consecutive school years, starting November 1, 1996.

$$CF - 125 * 0.84 = 105$$

7.7 Effective September 1, 2005, substitute teachers will be granted credit for an experience increment for salary purposes, when the accumulated total or equivalent full days taught with this Board in a single school year is 125 days or more. Teaching days cannot be transferred from one school year to the next.

$$CF - 1.0 \text{ day taught at OLMP} = 1.2 \text{ days taught for the purposes of clause 7.7}$$

ARTICLE 11 - SUBSTITUTE TEACHERS

11.2 Effective September 1, 2009, for a full day of substitution at one location, a substitute teacher shall receive a salary of \$191.71. This salary is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

*Adjust the daily rate in effect by factor of 1.2. For example - \$191.71 (rate effective September 1, 2009) * 1.2 = \$230.05.*

11.4 For a full day of substitution at two different locations on the same day, a substitute teacher shall receive a salary equal to 110 per cent of the salary for a full day of substitution.

It is understood that teaching service at OLMP shall be adjusted by the "CF" of 1.2 for applicable substitute teaching service at OLMP when calculating the 110% amount payable under clause 11.4.

ARTICLE 14 - SICK LEAVE

14.4 A teacher on contract not covered by clause 14.2 shall have available sick leave entitlement, with pay and benefits, of a total of 20 teaching days or the number of teaching days determined by dividing by nine the total number of teaching days that the teacher taught for the Board during the school year, whichever is the lesser number of teaching days. A teacher in the second year of employment with the Board not covered by clause 14.2 shall be entitled to carry forward the unused portion of the sick leave from the previous year.

For the purposes of calculating the total number of teaching days taught in clause 14.4, each day taught at OLMP will count as 1.2 days.

15.4 Temporary Personal Leave

15.4.1 Effective on the date of ratification and subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to three operational days per school year. The cost to the teacher shall be 50 per cent of the cost of a substitute teacher, if one is required, for the first and second days, and 100 per cent of the cost of a substitute teacher, if one is required, for the third day.

Note: The cost of a substitute shall be in accordance with the rate of pay in effect as per Article 11.2, with the 1.2 factor applied as appropriate.

General – Application and Operation of other issues arising with respect to Our Lady of Mount Pleasant 2010/2011 School Calendar and the 1.2 factor.

- 1. It is understood that the Board will report pensionable service to the Alberta Teachers Retirement Fund with respect to OLMP teachers' pensionable service in accordance with the application of the 1.2 factor when and where appropriate.**
- 2. It is understood that where applicable and appropriate, the 1.2 factor will be applied in the calculation of number of days taught at OLMP as it pertains to the application of 1/200ths pay.**
- 3. It is understood that the length (hours of work) of the non-instructional operational days at OLMP will align with (be equitable with) the length of the non-instructional operational days in Elk Island Separate Regional Division #41 schools falling under the Board's "regular" school year calendar.**
- 4. It is understood that the 1.2 factor will be applied in the calculation of Records of Employment (ROE) for teachers with OLMP teaching experience.**