

Holy Family Catholic Regional Division No 37

This agreement is made in quintuplicate this 23 day of January 2006, pursuant to any federal or provincial acts or statutes that may apply.

Between the Holy Family Catholic Regional Division No 37 hereinafter called "the Board" of the first part and the Alberta Teachers' Association, a corporate body incorporated under the laws of the Province of Alberta, hereinafter called "the Association" of the second part.

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

Whereas the terms and conditions of employment and the salaries of the teachers 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 the following terms of employment of the said teachers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants herein contained the parties agree as follows:

Article 1 - Bargaining Unit

1.1 This agreement applies to those employees of the Board who as a condition of employment must possess a valid teaching certificate issued under the authority of the Department of Learning, the Province of Alberta, herein collectively referred to as teachers, or, where the context requires, teacher, except those designated in clause 1.2.

1.2 Exclusions - Notwithstanding clause 1.1 employees holding the following designations shall be excluded from this agreement:

(a) superintendent and any other designations which include the term superintendent with non-teaching duties.

1.3 The Board retains those rights of management not specifically limited by the express terms of this agreement.

Article 2 - Statutory Provisions

2.1 The salaries and terms and conditions of the teachers' employment with the Board are governed by the provisions of this agreement and any statutory provisions relating thereto.

Article 3 - Term

3.1 Either party may give to the other not less than 60 days nor more than 120 days prior to the termination of the agreement, a notice in writing of its intent to commence collective bargaining with a view of striking a new agreement.

3.2 This agreement takes effect from September 1, 2005 and terminates on August 31, 2006 and shall continue in force and effect beyond the expiry date from year to year thereafter unless amended or terminated as stipulated by clause 3.1.

Article 4 - Salary

4.1 The following shall determine the placement on the salary schedule:

- (a) the amount of teacher education, pursuant to article 5,
- (b) the length of teaching experience, pursuant to article 6.

4.2 The Board shall pay all teachers monthly 1/12 of the salary rate in effect for that month on the third last working day of each month from September through June, and on the third last banking day of July and August. For the months of July and August, if a teacher requests in writing by April 1, they shall receive two 1/12 payments on or before July 10.

Salary Schedule—Effective September 1, 2005 to February 28, 2006 (2%)

Years of teaching experience	Years of University Education						
	One	Two	Three	Four	Five	Six	Seven
0	28,172	33,227	37,974	45,732	48,336	50,940	53,544
1	29,755	34,966	39,896	48,657	51,267	53,870	56,473
2	31,330	36,712	41,817	51,590	54,193	56,801	59,410
3/4	32,909	38,452	43,728	54,519	57,123	59,727	62,331
5	34,487	40,193	45,652	57,445	60,053	62,662	65,270
6	36,063	41,930	47,570	60,378	62,982	65,588	68,194
7	37,647	43,675	49,486	63,304	65,909	68,521	71,131
8	39,228	45,416	51,403	66,233	68,839	71,448	74,057
9	40,801	47,158	53,323	69,168	71,769	74,377	76,985
10	42,381	48,904	55,239	72,096	74,699	77,304	79,909

Salary Schedule—Effective March 1, 2006 to August 31, 2006 (1%)

Years of teaching experience	Years of University Education						
	One	Two	Three	Four	Five	Six	Seven
0	28,454	33,559	38,354	46,189	48,819	51,449	54,079
1	30,053	35,316	40,295	49,144	51,780	54,409	57,038
2	31,643	37,079	42,235	52,106	54,735	57,369	60,004
3/4	33,238	38,837	44,165	55,064	57,694	60,324	62,954
5	34,832	40,595	46,109	58,019	60,654	63,289	65,923
6	36,424	42,349	48,046	60,982	63,612	66,244	68,876
7	38,023	44,112	49,981	63,937	66,568	69,206	71,842
8	39,620	45,870	51,917	66,895	69,527	72,162	74,798
9	41,209	47,630	53,856	69,860	72,487	75,121	77,755
10	42,805	49,393	55,791	72,817	75,446	78,077	80,708

Effective September 1, 2002 Step 0 was abolished and Step 1 became a combined step renamed “Step 0 and 1.” This combined step will become Step 1 and 2 in 2003/2004 school year, Step 2 and 3 in the 2004/2005 school year, etc. The rollup of the steps on the salary grid through to 2011/2012 is as follows.

Roll one step on the salary grid as follows:

2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
0	0	0	0	0	0	0	0	0
1&2	1	1	1	1	1	1	1	1
3	2&3	2	2	2	2	2	2	2
4	4	3&4	3	3	3	3	3	3
5	5	5	4&5	4	4	4	4	4
6	6	6	6	5&6	5	5	5	5
7	7	7	7	7	6&7	6	6	6
8	8	8	8	8	8	7&8	7	7
9	9	9	9	9	9	9	8&9	8
10	10	10	10	10	10	10	10	9

4.3 Teachers teaching for the first year with the Board, may request and receive a mid-month pay cheque not to exceed 1/2 of the estimated monthly salary, after the first two weeks of work.

Article 5 - Teacher Education

5.1 The evaluation of teacher education for salary purposes shall be determined by a statement of

qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with principles and policies established by the Teacher Salary Qualifications Service pursuant to the memorandum of agreement dated March 23, 1967, among the Department of Education, the Alberta School Trustees' Association and the Alberta Teachers' Association.

5.2 Placement on the salary schedule shall be pursuant to the most recent valid statement of qualifications at the first day of the school year or on commencement of employment and/or February 1.

5.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall supply a valid statement of qualifications to the Board within 60 calendar days from commencement of the school year or from the date of commencement of employment or February 1.

5.3.1 If the valid statement of qualifications is submitted within the 60 calendar days, salary shall be paid according to that statement of qualifications effective the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable.

5.3.2 If such evidence is not submitted within the aforementioned 60 calendar days the teacher shall be placed in the salary schedule according to the most recent acceptable valid statement of qualifications or if such statement of qualifications is not available, as determined by the superintendent of schools in conjunction with the corporate secretary of the Board. In the event that a TQS evaluation is not available in that school year, the teacher shall be paid at not more than year three on the grid. When such evidence is subsequently provided the teacher's salary shall be adjusted effective at the beginning of the month following submission of such evidence.

5.3.3 Conditions of clauses 5.2 and 5.3 shall be waived if written evidence of application to the Teacher Qualifications Service is submitted to the corporate secretary of the Board within 60 calendar days.

Article 6 - Teaching Experience

6.1 A teacher who provides active teaching service with the Board for a minimum equivalent of 125 teaching days in the same school year, shall be eligible for one teaching experience increment.

6.1.1 Part-time teachers who provide service under contract with the Board for an equivalent period of 130 full days within a consecutive three-year period shall be eligible for an experience increment. When the 130 day requirement has been met, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year.

6.1.2 Substitute teaching shall not be counted as teaching experience.

6.1.3 No teacher shall receive more than one teaching experience increment in any one school year.

6.2 The number of days of teaching experience with a school board earned by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction.

6.3 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, February 1 or on commencement of employment.

6.4 No teacher shall receive increments for experience gained while he was not holding a valid teaching certificate or letter of authority.

6.5 Each teacher claiming additional teaching experience and each teacher commencing employment with the Board, shall submit a written statement of teaching service from previous employers to the Board within 45 calendar days from commencement of the school year or from the date of commencement of employment. An extension shall be granted upon submission of proof by the teacher of having applied for required statement(s) of previous teaching experience within the 45 calendar days.

6.5.1 If such evidence is submitted within the 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.

6.5.2 If such evidence is not submitted within the aforementioned 45 calendar days the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience or at the minimum of his category according to years of university education. The teacher's salary shall be adjusted effective the beginning of the month following submission of such evidence.

6.6 A teacher shall only receive increments for experience gained that required the holding of a valid teacher certificate.

6.7 The portion of each teacher's maternity leave for which SUB is paid shall count for increment purposes.

Article 7 - Allowances

7.1 Principal – Effective September 1, 2005, in addition to the salary in clause 4, each principal shall receive, monthly, an allowance equal to 1/12 of the following schedule.

\$9,270 basic allowance, plus
\$592.25 for the first 10 certified teachers; plus
\$412 for each additional certified teacher.

The teacher count shall be as of September 30 of the current school year.

7.2 In addition to the salary in clause 4, each vice-principal shall receive ½ the allowance paid to the principal. The assistant principal shall receive 25 per cent of the principal allowance.

7.2.1 In schools where there are 15 or more teachers (exclusive of the principal) the Board shall designate a teacher as vice-principal or assistant principal.

7.2.2 In the absence of a principal and vice-principal, where applicable, a teacher shall be designated to serve as acting principal. When appointed, the acting principal shall receive an allowance equal to 1/200 of the principal's allowance for each day of the appointment.

7.3 Payment of the full amounts for administration shall commence on the effective date of appointment of the administrator.

7.4 When additional allowances not covered by this agreement are being paid, a job description for each such position shall be supplied to the local teacher's economic policy committee.

7.5 Long service allowance—after 15 years of continuous service as a teacher under contract with the Board a teacher shall be eligible for the following long service allowance:

a) \$1,000 per annum to be paid in 12 equal installments.

b) Continuous years of service shall be determined once in each school years as of June 30. Once a teacher attains the required years of continuous service, the long service allowance shall be paid effective the following school year.

c) Continuous service is defined as service earned while drawing a pay cheque from the Board. Continuous service shall not be interrupted by virtue of being granted a maternity or adoption leave, leave of absence without pay, without pay and benefits or extended disability, however these leaves of absences shall not be counted in determining the 15 years of service.

7.6 Effective September 1, 2004, in addition to salary in clause 4, each supervisor or coordinator shall receive, monthly, an allowance equal to one-twelfth of the following schedule.

Student Services Supervisor	\$9000
AISI/PD Coordinator	\$4500
FNMI Coordinator	\$4500

7.7 Effective September 1, 2004, in the event that the Board requests a transfer of a school level administrator to a divisional position or a principal to another principalship, for which the administrative

allowance is a lesser amount than the administrator is receiving, the administrator shall continue to receive the allowance in effect on the date of the notice of transfer until such time that the provisions of the collective agreement entitle the administrator to an annual allowance which is greater.

This does not apply if a principal or vice-principal requests a transfer.

Article 8 - Part-Time and Substitute Teachers

8.1 A part-time teacher shall mean a teacher regularly employed by the Board under written contract who provides service for less than that of a full-time teacher. Part-time teachers shall receive the salary and benefits stipulated in this agreement on a prorated basis according to the per centage of time worked.

Effective August 31, 2004 part-time teachers who worked 0.4 FTE or higher are entitled to the same benefits and board contributions under Article 17 as full time teachers.

8.2 Effective September 1, 2004 payment for substitute teachers shall be 0.234 per cent of the maximum step and four years education per day inclusive of vacation pay. Payment for part days shall be prorated in accordance to actual teaching time provided, in relation to a full day of teaching, but in no case shall payment be for less than 1/2 day.

8.3 Effective the date both parties have ratified the memorandum of agreement, substitute teachers shall be placed on the grid according to their TQS evaluation, on the fourth consecutive day of substitution for the same teacher.

Article 9 - Sick Leave

9.1 Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:

9.2 Sick leave shall accumulate during the first year of service at the rate of 100 per cent of the unused portion of the yearly 20 days (two days per month worked). Where a teacher teaches for less than a school year, authorized absence under this clause may in the aggregate not exceed two days for each month taught.

9.2.1 Upon active commencement of duties in the second consecutive school year of continuous employment under a contract of continuous employment with the Board all unused sick leave credits shall be cancelled.

During the second and subsequent years of service, sick leave with full salary will be granted for sickness for a period of 90 calendar days.

Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon return to duty, shall be entitled to an additional 90 calendar days of sick leave.

In instances where the teacher has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner prior to the date of return verifying that the teacher is able to return to work on a continuing basis.

In addition, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner. Should a teacher be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.

9.3 On the termination of employment of a teacher, all sick leave entitlements with the Board shall be cancelled.

9.4 A certificate of illness from a qualified medical or dental practitioner is required by the Board to support request for sick leave with pay, if the absence exceeds three consecutive days.

9.5 After 90 continuous calendar days of illness or medical disability, no further salary shall be paid. When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the employer to provide medical evidence, satisfactory to the employer, that the teacher is fit to commence duties as assigned, at the Board expense.

9.6 Three days per school year leave shall be granted with full pay for necessary family medical attention, provided that the teacher's number of sick leave days as granted by clause 9.2 is reduced by a corresponding amount.

Article 10 - Educational Leave

10.1 Educational leave shall mean any leave of absence granted to a teacher for professional development through study. A teacher who has been employed by the Board for five years or more may, upon application, be granted leave of absence by the Board for one year or for one-half year.

10.2 A leave of absence granted by the Board under clause 10.1 shall be subject to the condition and understanding:

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

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

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

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

10.3.1 The remuneration of a teacher granted educational leave shall be an annual salary, payable in 12 monthly installments of: \$25,000 annually, effective September 1999.

Effective August 31, 2005, the remuneration of a teacher granted educational leave shall be an annual salary, payable in 12 equal monthly installments of: 70 per cent of the teacher's salary in effect at the time the leave was granted. Maximum salary under this article shall be 70 per cent of the 4 year maximum in effect at the time the leave was granted.

10.4 Remuneration for an educational leave granted for a half-year by the Board shall be calculated on a prorata basis in accordance with clause 10.3.

10.5 A teacher who is granted educational leave shall give an undertaking in writing to return to his or her duties following the expiry of his or her leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher, for a period of at least two years after resuming duties.

10.6 Should a teacher by mutual agreement, resign or retire from the service of the Board before completing his or her two year service following such leave, the repayment of educational leave salary with interest, as charged by the bank where the Board transacts its business, shall be made to the Board on a prorata basis.

10.7 Experience increments will not be granted to teachers for the period of leave.

10.8 A teacher on leave of absence under clause 10.1 shall return to the same school in an equivalent position or another assignment agreeable to the teacher.

10.9 For leaves commencing on or after September 1, applications must be made on or before the first of March of the same calendar year.

10.10 The Board shall consider all applications and shall grant at least one educational leave per year if any applications are received. All applicants shall be informed of the Board's decision on or before the last day of

March in each year.

Article 11 - Professional Growth Allowance

11.1 Teachers shall be able to access funds for approved courses to support their professional growth plans up to the same amount as the established school professional development funding.

11.2 Upon proof of successful completion of a university-accredited course, a teacher shall be reimbursed up to \$600 per full course per school year up to \$300 per half course. A full course is defined as 78 university credit contact hours and a half course is defined as 39 university credit contact hours. Applications, including the details of the course to be taken must be submitted to the Board prior to April 30 of the school year the course was completed. No teacher shall be entitled to receive benefit from this provision for more than one full course per school year.

Article 12 - Leave of Absence

12.1 A leave of absence is written authorization for an employee to be absent from work without pay and without benefits for a definite period of time which has been approved in advance by the Board.

Notwithstanding the foregoing, the Board shall continue the premium payment for health insurance plans during leaves of absence of less than five teaching days.

12.2 All requests for leave shall be made in writing and shall be made at least one month prior to the beginning of the leave, except in situations of unforeseen or emergency nature, in which case the teacher's request shall be made as soon as he or she becomes aware of the situation which prompted the request for leave.

12.2.1 A teacher who has been granted a leave of absence and fails to return on the date granted by the Board, shall be deemed to have terminated his or her employment, unless it is subsequently shown that special circumstances prevented him/her from reporting to his/her place of work.

12.3 All requests for leave of three days or more shall be made in writing and shall be made at least one month prior to the beginning of the leave, except in situations of unforeseen or emergency nature, in which case the teacher's request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave. With permission by the superintendent or in his absence, his designate, a teacher may take up to two days per year without pay.

12.4 Experience increments shall not be granted for leave of absence.

Article 13 - Personal Leave

13.1 A teacher shall be granted two days personal leave per school year without loss of pay and without deductions for substitute pay providing that:

- (a) The teacher finds a suitable substitute.
- (b) A planned program is available for the substitute.
- (c) The request is submitted in writing to the principal.

13.1.1 Effective September 1, 2002 each teacher may accumulate personal days to five of which a maximum of two may be used consecutively.

13.2 Notwithstanding clause 13.1 no personal leaves will be granted to teachers during the two days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation, unless the superintendent or his designate approves individual requests.

13.3 For not more than five days, paternity leave shall be granted for the birth of the teacher's own child to be used within two weeks of the day of birth.

13.4 (a) The Board shall grant leaves of absence to teachers for the purpose of attending meetings of the Alberta Teachers' Association as representatives of the Local or provincial Association or as elected

members of the Provincial Executive Council.

(b) Leaves of absence granted pursuant to paragraph (a) above shall be with pay and the cost of substitute teachers hired by the Board shall be borne by the Alberta Teachers' Association.

(c) Notwithstanding paragraph (b) above should the total number of leaves of absence requested by the teachers employed by the Board exceed six days in any school year it shall be at the sole discretion of the Board to decide whether the additional days shall be granted with pay less the cost of substitute or without pay. If the leave is granted without pay the cost of substitute shall be borne by the Board.

(d) Additional days may be granted at the discretion of the Board.

Article 14 - Other Leave

14.1 A teacher may also apply for leave of absence for reasonable cause and it shall be the sole discretion of the Board to grant such leave, to determine the length of the leave and whether it shall be granted with or without salary or with salary less the cost of the substitute.

14.2 The superintendent or his designate shall grant leave when the teacher despite reasonable effort, is unable to travel to his school from his usual place of residence because of:

- (a) inclement weather, or
- (b) impassable public road conditions.

Article 15 - Compassionate Leave

15.1 In the event of a death in order to attend a funeral or critical illness of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, uncle or aunt, father-in-law or mother-in-law of the employee, or other relative who is a member of the household, bereavement and/or compassionate leave with pay will be provided as follows:

15.1.1 Up to five working days as per 15.1 held within a 1,000 kilometre radius from the teacher's usual residence.

15.1.2 Up to seven working days as per 15.1 held outside of a 1,000 kilometre radius from the teacher's usual residence.

15.2 A medical certificate attesting the critical illness must be submitted if requested by the superintendent or designate.

Article 16 - Maternity Leave, Parental Leave and Adoption Leave

Teachers are entitled to 15 weeks of maternity leave.

16.1 The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Board of her leave requirements six weeks in advance of the first day of leave.

16.2 The Board may request a statement from a physician indicating the approximate date of delivery.

16.3 Maternity leave shall be without pay and Board contributions towards benefit premiums except for as provided in paragraph (a).

(a) i. The Board shall implement and maintain a SUB plan which shall provide teachers on maternity leave with 95 per cent of their weekly and benefits salary under the SUB plan for the health-related portion of the leave.

ii. The Board shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and Board contributions toward benefit premiums.

iii. SUB payments shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less.

iv. After 90 consecutive calendar days of disability the teacher shall apply for EDB and no further salary, or SUB shall be payable. The Board shall advise each teacher to apply for EDB at least 30 days in advance of her expected eligibility for such benefit.

(b) Or the teacher may access sick leave entitlements at full pay and benefits in accordance with clause 9.2.1.

16.4 In addition to the 15 week leave, each teacher shall be eligible for a further 37 week parental leave without pay and Board contribution to benefit premiums provided such is continuous with the maternity leave. During this period, the teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 per cent of the premiums directly to ASEBP.

16.5 i. At least two weeks prior to the 37 week parental leave commencing, each teacher shall endeavor to provide written notice to the Board of the date she plans on returning to work.

ii. Within this 37 week parental leave the teacher may amend her return date, in consultation with the superintendent or designate, providing she gives the board four weeks notice of the new return date.

16.6 i. A teacher shall be entitled to 37 weeks of adoption leave, within 52 weeks of the child being placed with the adoptive parent, without pay or Board contribution to benefit premiums.

ii. The teacher concerned shall notify the Board six weeks prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the teacher shall provide such notice as is possible.

iii. Within this 37 week adoption leave the teacher may amend the return date, in consultation with the superintendent or designate, providing the teacher gives the Board four weeks notice of the new return date.

iv. During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premiums directly to ASEBP.

16.7 i. A teacher is entitled to 37 weeks of parental leave provided the teacher has not accessed the provisions of clauses 16.4 or 16.6.

ii. The teacher shall provide six weeks notice of intent to commence leave. If matters arising from a birth or adoption prevent such notice the teacher shall provide such notice as is possible.

iii. Within this 37 week parental leave the teacher may amend their return date, in consultation with the superintendent or designate, providing the teacher gives the Board four weeks notice of the new return date.

iv. During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premiums directly to ASEBP.

16.8 Teachers returning from maternity leave, parental leave, or adoption leave shall be returned to the position held at the commencement of the leave or an equivalent position agreeable to the teacher.

Article 17 - Insurance and Other Benefits

17.1 Subject to the provisions of the master policies and effective September 1, 2001, the Board shall pay 92.5 per cent of the premiums of the following plans for each teacher.

- (1) Extended Health Care Plan I
- (2) Extended Disability Plan D
- (3) Group Life, Schedule 2
- (4) Alberta Health Care
- (5) Dental Care Plan III
- (6) Vision Care III.

17.1.1 All teachers shall, as a condition of employment, participate in the plans identified in clause 17.1 above unless excused by the superintendent of schools if requested by the teacher.

17.1.2 It is understood that payment made toward the aforementioned benefit plans shall permit the Board to retain and not pass on to teachers any rebate of premiums otherwise required under the Employment Insurance Commission regulations.

17.2 Effective September 1, 2005, the Board shall pay \$250 into a Health Spending Account each year for each teacher. The Health Spending Account shall be administered by ASEBP and the Board will assume the costs of administering the plan.

Article 18 - Grievance Procedure

18.1 Any difference between any employee covered by this agreement and the Board, or, in a proper case between the Local of the Association and the Board concerning the interpretation, application, operation or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable, shall without stoppage of work or refusal to perform work, be dealt with as follows:

18.1.1 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance of the provisions is mandatory. If the respondent 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.

18.2 Step A - Such difference (hereinafter called "a grievance") shall be submitted in writing by the aggrieved within 15 school days from the date of the incident giving rise to the grievance or from the date the aggrieved first had knowledge of the incident, whichever is later, to the corporate secretary of the Board and the chair of the Local economic policy committee. Such submission shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought. The corporate secretary of the Board shall meet with the grievor and his/her representative within 10 school days with the objective of solving the matter informally.

18.3 Step B - If the aggrieved is not satisfied with the disposition of his/her grievance, or if no decision has been rendered within five school days after the presentation of the grievance to the corporate secretary, the aggrieved shall submit the grievance to a grievance committee as hereinafter provided. Such grievance committee shall be composed of two representatives of the Board. A quorum of this committee shall consist of all members. The grievance committee shall meet and hear a presentation from the aggrieved and/or a representative. The committee shall endeavour to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission, 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.

18.4 Step C

(a) If the grievance committee does not reach a unanimous or any decision within the said time then either party may by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

(b) Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the director of mediation services to make the necessary appointment.

(c) The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

(d) The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted under this agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

(e) The findings and decision of a majority of the arbitration board is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the board.

(f) The arbitration board shall give its decision not later than 14 days after the appointment of the chairman provided, however, that the time period may be extended by written consent of the parties.

(g) Each party to this grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.

(h) All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

18.5 (a) In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) a party fails to take necessary action within the time limits specified the grievance shall be deemed to be at an end.

(b) Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

Article 19 - Northern Travel Benefit

19.1 Provided that all requirements of Revenue Canada and Alberta Teachers' Retirement Fund have been met, for the purposes of this agreement, \$4,000 (or such maximum allowed by Revenue Canada) of the annual salary as set out in clause 4.2 of this collective agreement shall be considered to be a travel assistance benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer.

Article 20 – Preparation Time

20.1 The Board shall not unilaterally impose additional responsibilities that reduce the amount of personal preparation time available during the school day.

Article 21 – General Provisions

21.1 No teacher shall receive a lesser salary than was enjoyed prior to the signing of this agreement.

Article 22 - Temporary Contracts

22.1 Each teacher on temporary contract shall be notified in writing by May 30, whether or not their contract will be renewed for the following school year. In special cases the letter might be non-committal and contain an explanation.

Article 23 - Staff Reduction and Retraining

23.1 No teacher shall have his/her contract terminated due to staff reduction if a suitable position becomes available through staff attrition.

Article 24 - Transfers

24.1 When a teacher, upon request by the Board, is transferred to another school which requires a change of residence, the Board will pay receipted expenses to a maximum of \$1,000.

Letter of Understanding Regarding Alternate School Calendars

1. The parties agree that individual schools may adopt alternate school calendars within the framework of the division school year calendar. Alternate school calendars must be endorsed by the teaching staff in the school and approved by the Board. Salaries and benefits for teachers in schools with alternate school calendars shall be based on full-time equivalency. Days on which students are not required to attend school because of the establishment of an alternate school calendar shall be designated as "flexible operational

days” for certificated teaching staff. Flexible operational days may be used for professional development activities, planning, implementation and planning of instruction and teachers’ personal activities. Staff members are allowed professional discretion but at the same time are accountable for the effective planning, implementation and evaluation of instruction.

Letter of Intent Regarding Injury Leave for Substitute Teachers

1. The Board of Holy Family Catholic Regional Division and the Economic Policy Committee of Greater Peace Local/Holy Family agree to establish a joint committee to study methods of implementing an injury leave clause for substitute teachers.

This committee shall consist of at least two members from the Board and two members from the EPC. This committee shall have its first meeting before April 1, 2006 and shall conclude their investigation before June 1, 2006.