

IN THE MATTER OF The Labour Relations Code and a dispute between Calgary Roman Catholic Separate School Division and Alberta Teachers' Association

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

Background

The parties have been bargaining for a renewal collective agreement but have been unable to settle the dispute during bargaining. I met in Mediation with the parties in person on May 23, June 7, August 30 and 31, and October 4, 2023, where progress was made, and the parties both made their positions clear to each other and the Mediator.

It is clear is that both parties wish to reach a settlement that can be ratified by both sides. I had focused discussions with the parties to determine a path forward, and the necessary elements of a suitable agreement. Each side strongly advocated for their respective interests while respecting the need, and showing a desire, to reach terms that both sides could ratify.

As a result of the information provided to me, I believe that releasing a mediator recommendation is the right step to assist the parties in finalizing a settlement. In reaching this recommendation, I considered all the information and interests exchanged by the parties during the mediation process. Collective bargaining involves give and take, meaning that neither side achieves all that they had asked for.

It is my hope that both negotiating committees and their respective constituents and principals give serious consideration to this recommendation as a basis for bringing closure to this dispute.

Recommendations

There are very specific circumstances to this negotiation that result in this recommendation, which is appropriate to this file. The Mediator recommendations are shown below which, along with items already signed off, create a settlement document.

This is the package that both sides will vote on for ratification. I believe that it provides a positive settlement document that addresses the needs of both parties. The attached package is strongly recommended to both parties.

Ratification by The Parties

It is understood that these recommendations are subject to ratification by both parties.

I request that each party advise me, in writing, on or before **October 30, 2023**, if you accept or reject these recommendations. If this deadline is unworkable due to

scheduling issues, then please request an extension in writing, with a copy to the other party.

If both parties accept the recommendation then the Collective Agreement will be amended accordingly. If the recommendation is rejected then you may return to the bargaining table alone, with the Mediator, or exercise any other rights you may have.

I remain assigned to the file until its conclusion and remain available to assist you should you require it

All of which is respectfully submitted for your consideration.

Dated this 4th day of October 2023.

Rick Wilson
Mediator

Mediator Recommendations - October 4, 2023

4.6 Principal Leave

- 4.6.1 Principals shall be granted two (2) days leave with pay during a school year, at a time mutually agreeable to the Principal and the Chief Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the Principal and the Chief Superintendent or designate, the School Division will pay out the unused paid leave days at the rate of one two-hundredth (1/200th) of the Principal's annual salary and Allowance by the end of June of each year.

Effective August 29, 2023, Principals shall be granted one (1) additional day of leave with pay during a school year, at a time mutually agreeable to the Principal and the Chief Superintendent or designate. This day will have no payout option available.

- 4.6.2 If the three (3) leave with pay days are not taken within the school year, the School Division will pay out a maximum of two (2) unused leave with pay days at the rate of one two-hundredth (1/200th) of the Principal's annual salary and Allowance by the end of June of each year.

- 4.6.3 Effective August 29, 2023, Vice-Principals and Assistant Principals shall be granted one (1) day leave with pay during a school year, at a time mutually agreeable to the Vice-Principal and the Chief Superintendent or designate or the Assistant Principal and the Chief Superintendent or designate. This day will have no payout option available. Guest (Substitute) Teacher coverage will be provided for this day, if required.

3.6 Service outside of the operational days (new clause):

Teachers who are not in receipt of a Principal, Vice-Principal, Assistant Principal or Supervisor allowance who are directed to work (at the written request of the Chief Superintendent, or designate, with agreement by the teacher) outside of the established divisional operational calendar, shall be granted one (1) lieu day for each full day worked, or one-half (1/2) lieu day for each half day worked. These days will be taken on dates that are mutually agreeable to the teacher and the Principal of their school. Guest (Substitute) Teacher coverage will be provided for this day, if required.

If the teachers being directed to work are teachers new to the school division they shall be placed on contract for these days, in order to be covered by benefits for this period.

5. Guest (Substitute) Teachers (new clause)
Professional Development

Where the Division requires Guest (Substitute) Teachers to complete mandatory training and/or in-service modules prior to the commencement of service or during the school year, the Division will pay Guest (Substitute) Teachers for one (1) full day at the applicable Guest (Substitute) Teacher daily rate of pay per school year. Such payment will be made on the next regular paycheque following the month of completion of the modules required by the Division.

NEW Long Service Incentive

Effective August 29, 2023, a teacher, upon achieving twenty-five (25) and thirty (30) years of service with the Division, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-fifth (25th) or thirtieth (30th) year of service. This day will have no payout nor carry over option available. Guest (Substitute) Teacher coverage will be provided for this day, if required.

Effective the year of implementation, all continuous contract teachers who are above thirty (30) years of service shall be granted one (1) day leave with pay in recognition of their long service with this division. This is a one-time item at implementation only and will not be reflected in the collective agreement for that reason.

All other ATA proposals and Division interests are considered as withdrawn by the respective parties. The above does not include all items previously agreed to and signed off by the parties, which will be included in the final Memorandum of Settlement.

AGREED ITEMS
November 21, 2022

4:35pm
Nov. 21/22

The undersigned agree that the following amendments will be made to the 2018/2020 collective agreement.

Land Acknowledgement

The Creator gifted us with this land that we are blessed to share and care for together. The Calgary Catholic School Division acknowledges that the land we gather on, Mohkinstsis, is the ancestral territory of the Siksikaitsitapi: the Siksika, Kainai, Piikani and Amskapi Pikuni. We acknowledge all the Treaty 7 signatories, including the Tsuut'ina people, as well as the Iyârhe Nakoda Nations: Bearspaw, Chiniki and Wesley. This land is also the home of the Métis Nation Region 3 and all others who call this place home.

3.5 Night Classes and Summer School Program/Classes

3.5.1 To each teacher of a night class or summer school program/classes, the sum of \$67.21 per hour of instruction, effective June 10, 2022. To each coordinating teacher of night classes or summer school program/classes, the sum of \$72.15 per hour, effective June 10, 2022.

To each Vice-Principal of summer school program/classes, the sum of \$74.86 per hour, effective June 10, 2022.

3.5.2 To each teacher of a night class or summer school program/classes, the sum of \$68.05 per hour of instruction, effective September 1, 2022. To each coordinating teacher of night classes or summer school program/classes, the sum of \$73.05 per hour, effective September 1, 2022.

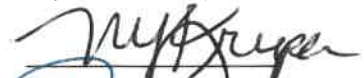


To each Vice-Principal of summer school program/classes, the sum of \$75.80 per hour, effective September 1, 2022.

3.5.3 To each teacher of a night class or summer school program/classes, the sum of \$69.42 per hour of instruction, effective September 1, 2023. To each coordinating teacher of night classes or summer school program/classes, the sum of \$74.51 per hour, effective September 1, 2023.




To each Vice-Principal of summer school program/classes, the sum of \$77.31 per hour, effective September 1, 2023.

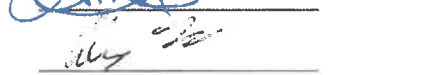
Dated at Calgary, Alberta this 21st day of November 2022.

FOR THE DISTRICT

FOR THE ASSOCIATION



AGREED ITEMS
May 23, 2023

The undersigned agree that the following amendments will be made to the 2018/2020 collective agreement for inclusion in the 2020/2024 Collective Agreement.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.2.3.2 Effective September 1, 2022, the School Division shall pay to each Principal assigned to multiple school locations (two (2) or more), an additional twelve percent (12%) of the Principal allowance based on the combined student count from all multiple school locations the Principal is assigned to.

9.3 Professional Development Leave and Professional Growth Subsidy

No changes to 9.3.1, 9.3.2, 9.3.2.1, 9.3.2.3. (as per Calgary Roman Catholic Separate School Division Package Proposal of December 8, 2022)

9.3.2.2 **The Association Local #55 shall administer and control the distribution of the Professional Growth Subsidy (PGS) and Professional Improvement Fund (PIF). The Association Local #55 shall provide a bi-annual report in March (for the September to February period) and September (for the March to August period) to the Chief Superintendent or delegated authority showing a summary of disbursement of the funds and any unspent amounts carried forward, and providing a declaration that such disbursements were made in alignment with the guidelines associated with these specified funds.**

The funds and their operation may be subject to examination of records by the Division to confirm the validity and consistency of utilization of funds. The Association Local #55 is required to retain all records and documents relating to fund disbursements for a period of seven (7) years should the Division request to review them.

1.10 Consultation

1.10.1 The teachers recognize the right and responsibility of the School Division to formulate policy. The School Division agrees that it will not make changes in the present working conditions which are not covered in this Collective Agreement, without first having the matter considered by an Advisory Committee consisting of **the Local President or designate, the Executive Assistant and three (3) teachers appointed by the Association Local 55. The Division will appoint five (5) administrative personnel, one of whom shall be the Chief Superintendent or designate.**





The Advisory Committee shall meet every two (2) months during the school year, with sufficient time allocated for discussion of the Agenda. The meeting schedule shall be established by September 15 of each school year.

- 1.10.2 One member of the Administrative staff representative on the Advisory Committee will be responsible for **convening the meetings, preparing the Agenda, including all items submitted by the Association Local #55 and the School Division** and for the provision of such information as is required and available.
- 1.10.3 Positions taken by the representatives to the Committee shall be recorded at the Committee meeting. Minutes from meetings shall be reviewed and approved by **the Association Local #55 and the School Division**, and signed by the Advisory Committee representatives at the next Committee meeting. A fully executed copy of the Advisory Committee Minutes will be kept by **the Association Local #55 and the School Division**.








The recording of Minutes shall alternate between the Association Local #55 and the School Division.

Dated at Calgary, Alberta this 23rd day of May 2023.

FOR THE DISTRICT

FOR THE ASSOCIATION

AGREED ITEMS
August 31, 2023

The undersigned agree that the following amendments will be made to the 2018/2020 collective agreement.

1. APPLICATION/SCOPE

- 1.2 Excluded Positions:
 - 1.2.1 Manager, Recruitment
 - 1.2.2 All Directors
 - 1.2.3 All personnel above the rank of Director

Housekeeping changes

redundant positions removed - Executive Liaison to the Chief Superintendent and Supervisor, Information Technology, Student Based Applications
Updated - Supervisor, Recruitment to Manager, Recruitment.

14.4 Graduation, Convocation and University Exams (new clause)

14.4.1 A teacher, upon application, shall be granted one (1) day leave with pay during a school year to attend the ~~teacher's spouse's or teacher's~~ child's senior high school graduation or to attend the teacher's, teacher's spouse's or teacher's child's convocation ceremony.

14.4.2 The School Division shall grant a leave of absence with pay to a teacher when the leave is required for the purpose of writing examinations related to certification or professional qualification of the teacher.

Letter of Understanding – Guest (Substitute) Teachers in September

On occasions, where lack of Guest (Substitute) Teacher availability is a concern, the Division will remove their limitation on retired teachers providing Guest (Substitute) Teacher service in the first month of the school year. ATA Local #55 will be advised of such a decision.





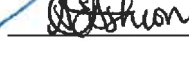
G 2. Transfers and Job Postings
G 3 Seniority

The parties agreed that the 6/12 teachers and mutually agreed transfers be referred to the Staffing Guidelines Consultation Committee for review and consideration. The Committee

implemented including 6/12 teachers in cycle 1 and provided preference for interviewing and the employee initiated reciprocal transfer process was reinstated.

Dated at Calgary, Alberta this 31st day of August 2023.

FOR THE DISTRICT

FOR THE ASSOCIATION

