

# **COLLECTIVE AGREEMENT**

[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association)]

**BETWEEN**

**THE BOARD OF TRUSTEES  
OF THE  
THE CALGARY SCHOOL DIVISION**  
HEREINAFTER REFERRED TO AS "SCHOOL DIVISION"

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2018 to AUGUST 31, 2020**

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This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between the School Division and the Alberta Teachers' Association (Association).

*Whereas this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

*Effective September 29, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

*Whereas this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Teaching Profession Act, the Employment Standards Code, the Occupational Health and Safety Act and the Labour Relations Code.*

Whereas, such teachers' terms and conditions of employment and their salaries have been the subject of negotiation between the parties and

Whereas, the parties desire that these matters be set forth in an Agreement to govern all the terms of employment of the teachers.

## **1. APPLICATION/SCOPE**

*1.1 This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective September 29, 2020, clause 1.1 above is repealed and replaced by the following clause:*

*1.1 This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

### **1.2 Excluded Positions**

- 1.2.1 Superintendent(s)
- 1.2.2 Director(s)
- 1.2.3 Coordinator, Staffing
- 1.2.4 Coordinator, Policy

- 1.3 *Effective September 29, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective September 29, 2020)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

1.10 Structural Provisions

1.10.1 Health and Wellness: The School Division and Association agree to create and maintain a Health and Wellness Committee that will operate in accordance with the Terms of Reference agreed to by the Committee.

1.10.2 Liaison Committee:

1.10.2.1 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 present working conditions which are not covered in this Agreement without first having the matter considered by the committee constituted by this Clause. This committee shall also consider matters designed to improve the teaching and learning situation or other matters of interest or concern.

1.10.2.2 The parties agree that Liaison Committee may discuss teacher staffing processes such as opportunities to request transfers, substitute teacher access to temporary contracts and the process of open postings.

1.10.2.3 This committee shall be composed of five (5) representatives of the School Division and five (5) representatives of the Local, at least one (1) of whom shall be an elected member of the Local Executive.

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

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

1.10.3 Sick Leave Committee: The parties agree to form a committee to analyse the use and implementation of sick leave. The committee shall include 4 representatives from the School Division and 4 representatives from the Association and Association Local 38. The intent of the committee will be to review strategies to manage

illnesses. Such committee shall meet at least four times a year.

1.10.4 Professional Development Funding Committee: The parties agree to form a committee to analyse the use and disbursement of funds in the Professional Improvement Fellowship and the Staff Development Fund prior to the expiration of this agreement. The committee shall include three (3) representatives from the School Division and three (3) representatives from Association Local 38.

1.11 *Effective September 29, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

2.1 *The term of this collective agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2020.*

### **2.2 List Bargaining**

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (8) months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

### **2.3 Central Matters Bargaining**

2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*

2.3.2 *A notice referred to in Clause 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### **2.4 Local Bargaining**

2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by the School Division or the Association must be served after, but not more than sixty (60) days after, the collective agreement referred to in section 11(4) of*

*PECBA has been ratified or the central terms have otherwise been settled.*

- 2.4.2 *A notice referred to in Clause 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5 Bridging**

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until:*
- a) *a new collective agreement is concluded, or*
  - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6 Meet and Exchange**

- 2.6.1 *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2 *For local table bargaining, representatives of the Association and a School Division shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and School Division shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement**

- 2.7.1 *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this collective agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*

2.7.2 *The Association and the School Division may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

**2.8 *Provision of Information (Effective until September 28, 2020)***

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*

2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent School Division financial statement;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and*
- f) Total allowances cost.*

**2.8 *Provision of Information (Effective September 29, 2020, the following clause repeals and replaces clause 2.8 above)***

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2 *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

3.1.1 The School Division shall pay each teacher one-twelfth (1/12) of each teacher's annual salary on the third last school day of each month except June, July and August. Two (2) payments will be made on the third last school day of June and one (1) payment on the third last day of July. Payment shall be by direct deposit to a bank account of each teacher's choice.

#### **3.2 Grid**

3.2.1 *Categories representing years of teacher education beyond Alberta Grade XII and steps representing years of teacher experience:*

3.2.2 *Minimum Years of postsecondary education as evaluated by TQS and years of teacher experience:*

*Effective September 1, 2018*

<b>Years of Teacher Experience</b>	<b>Years of Post Secondary Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,054	62,514	66,475
1	62,514	65,982	69,932
2	65,982	69,447	73,400

<b>Years of Teacher Experience</b>	<b>Years of Post Secondary Education</b>		
3	69,447	72,900	76,862
4	72,900	76,360	80,319
5	76,360	79,831	83,789
6	79,831	83,293	87,250
7	83,293	86,754	90,709
8	86,754	90,223	94,170
9	90,223	93,681	97,641
10	93,912	97,372	101,331

### **3.3 Education (Effective until August 31, 2019)**

3.3.1 *A teacher shall be placed in salary categories, according to the statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, the Association and the Alberta School Trustees' Association, dated 1967-03-23 subject to Appendix "A" of the Collective Agreement.*

3.3.2 *A teacher upon commencement of employment must submit proof of:*

- a) *Teacher qualifications in the form of a TQS evaluation or an in-service course or a music diploma.*
- b) *Experience, in writing.*

*Such proof must be submitted within one hundred and twenty (120) days from the date of employment, in order to obtain, retroactively to the date of employment, an improvement in category placement and experience placement, respectively. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless the submission of proof is beyond the control of the teacher.*

3.3.3 *Pending receipt of a statement of qualifications from the Teacher Qualifications Service, the School Division in accordance with applicable verified data in the teacher's file will establish a tentative salary. At a minimum, teachers will initially be paid the minimum*

*salary rate applicable to four years of university education. The teacher's salary shall be adjusted to reflect actual years of university education after submitting the statement of qualification from TQS.*

- 3.3.4 *The adjustment dates for reclassification due to increased post-secondary education, shall be the opening day of the school year or February 1. Upon obtaining the required education, the teacher must submit proof of qualifications in the form of a TQS evaluation. The teacher must submit proof prior to November 30 to receive a retroactive adjustment effective the opening day of the school year or prior to April 30 to receive a retroactive adjustment effective February 1. Failure to do so will result in adjustments being made on the first month next following the month of submission, unless the submission of proof is beyond the control of the teacher.*
- 3.3.5 *In moving from one category of teacher education to a higher one, the teacher shall be placed on the same numbered step in the higher category.*

**3.3 Education (Effective September 1, 2019, the following repeals and replaces clause 3.3 above)**

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3 *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1 *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.3.2 *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1 *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.4.2 *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

#### **3.4 Experience (Effective until August 31, 2019)**

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
  - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one (1) school year with the School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with the School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *Upon commencement of employment, a teacher shall be granted one (1) increment for each full year of teaching experience acquired prior to current engagement with the School Division, where the teacher having such experience, held a valid teaching certificate.*
- 3.4.6 *Where the new appointee's teaching experience includes partial*

*years of service or periods of part-time service, full years of service shall be calculated as the number of full days of teaching experience in those years divided by two hundred (200). Any remainder of one hundred and fifty (150) or more days shall be counted as a full year.*

- 3.4.7 Any residual number of days of teaching experience beyond the full years of teaching experience recognized under Clause 3.4.6 shall be credited to a teacher for accumulation towards the earning of any future increment.*
- 3.4.8 Each teacher who is eligible for an increment shall, on the opening of school or on the first day of September or February immediately following the establishment of such eligibility, be placed on the next higher step on the grid for the appropriate category of teacher education.*
- 3.4.9 A teacher who has a minimum of one hundred and fifty (150) full days teaching experience which have not previously been counted for increment purposes, shall be granted one (1) experience increment in accordance with Clause 3.4.8, and subject to the limitation of Clause 3.4.2. Until the teacher reaches the maximum salary of the appropriate category of education, further increments shall be granted for each one hundred and fifty (150) full days of teaching experience acquired after that date. These increments will be effective on the opening day of school or the first day of September or February immediately following the attainment of the necessary accumulation of days.*
- 3.4.10 The maximum number of days of teaching experience which may be counted for increment purposes during any school year shall be one hundred and fifty (150) days.*
- 3.4.11 Subject to Clause 3.4.10, any residual number of days of teaching experience which the teacher has accumulated at the time an increment is granted under Clause 3.4.9 shall be credited to the employee for accumulation toward the earning of any future increment.*
- 3.4.12 A teacher commencing duties who requires a Letter of Authority, shall be allowed one (1) increment only. Any teacher for whom an increment is cancelled shall remain on the same salary step until the deficiency causing the cancellation is removed. When the deficiency is removed, the teacher shall be placed on the step to which the teacher would have been entitled had the increments not been withheld. This placement shall be made on the opening day of school or February 1, immediately following the submission of*

*evidence of a valid teaching certificate, provided that the submission is made on, or prior to, October 31 or March 31, whichever is applicable, unless the submission of proof is beyond the control of the teacher.*

*3.4.13 Any supporting data submitted for the purposes of a salary reclassification shall be accompanied by a written request for reclassification and directed to Human Resources.*

*3.4.14 The School Division reserves the right to consider any application on its merits, and to fix the initial salary above the schedule should it appear in the interest of the School Division to do so, provided that the President, Association Local 38 is informed as soon as possible.*

**3.4 Experience (Effective September 1, 2019, the following repeals and replaces clause 3.4 above)**

*Teachers shall:*

*a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

*b) Not gain experience during vacation periods and leaves of absence without salary.*

*3.4.1 Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

*3.4.2 Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*

*3.4.3 A teacher shall be granted only one (1) experience increment during any one (1) school year.*

*3.4.4 Uncredited experience shall be carried over for the calculation of experience increments.*

*3.4.5 The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

## *Prior Experience*

- 3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
  - b) *If proof, or evidence of application for such proof, is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof, or evidence of application for such proof, is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*

- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

### **3.5 Career and Technology Studies**

- 3.5.1 *The Chief Superintendent of Schools or delegated authority shall have discretionary power to place, on any step of the basic salary schedule in the category determined by the Teacher Salary Qualifications Board, any teacher who is recruited from industry to teach programs in Career and Technology Studies, providing the teacher has successfully completed the teacher training courses provided by the universities of Alberta or their equivalents, in the opinion of the Chief Superintendent or delegated authority.*
- 3.5.2 *The School Division reserves the right to adjust the grid placement of a teacher who holds a valid journeyman's certificate or its equivalent, and who teaches any Career and Technology Studies courses at the senior high school level for which the possession of such journeyman's qualifications is a requirement.*
- 3.5.3 *Any teacher holding grid placement which includes a category or step adjustment for technical proficiency or experience, who requests and receives approval for a transfer to a teaching assignment which no longer includes any Career and Technology Studies courses, shall be placed on the appropriate step and the appropriate category of the basic salary schedule in accordance with the number of years of teaching experience and the applicable Teacher Qualifications Service Evaluation as at the effective date of transfer.*
- 3.5.4 *If a teacher, transferred in accordance with Clause 3.5.3, requests and receives approval for transfer back to a Career and Technology Studies assignment, the former placement shall apply together with earned increments and category changes, if applicable. However, the salary plus the vocational allowance shall not exceed the maximum of the applicable category.*

### **3.6 Year-Round and Modified Calendar Schools**

- 3.6.1 **Pay Schedule:** Teachers at year-round and modified calendar schools under contract with the School Division shall receive their pay based on the regular pay schedule for all teachers. Newly hired teachers or those teachers returning from an unpaid leave shall be

entitled to a “transitional payment” in July and/or August provided that there is a minimum of six (6) or more scheduled work days in the month in which the teacher is hired or has returned from an unpaid leave. The total value of this transition payment(s) will be recovered from the twelve (12) regular salary payments described in Clause 3.1.1 above. Teachers in receipt of a transition payment(s) who do not work an entire school year shall have the value of any outstanding balance deducted from the final salary payment during that year. In subsequent years of employment, teachers will receive twelve (12) regular salary payments starting in September and in accordance with Clause 3.1.1.

3.6.1.1 In any article or Clause where the term “summer vacation” is used, “summer vacation” shall be read as “vacation period”.

3.6.2 Vacation Periods: The amount of vacation entitlement for teachers at year round and modified calendar schools who are in receipt of an administrative or supervisory allowance shall be equivalent to that available to teachers in traditional calendar schools. The timing of vacation periods shall be agreed upon between the teacher and the principal or where the teacher is a principal, between the principal and the Chief Superintendent of Schools or Education Director. The Principal in a year round school, while away on vacation, shall be replaced as per Clause 4.4.1.

3.6.3 No teacher shall benefit nor suffer loss as a result of being assigned to a year-round or modified calendar school.

### **3.7 Provisions Applicable to Teachers Employed in Chinook Learning Services, Summer School Programs and Other School Division Sponsored Activities**

3.7.1 Teachers employed on an hourly basis shall be paid the following hourly rates.

a) Teachers who have less than five (5) years of continuous years of employment with the School Division shall receive four percent (4%) vacation pay added to the hourly amount. Teachers who have

b) Five (5) or more continuous years of employment with the School Division shall receive six percent (6%) vacation pay.

c) Five (5) years or more continuous employment [at Chinook Learning Services] means one (1) course taught in each of two (2) semesters each year for five (5) years or more.

<b>Basic Rate</b>	<b>With 4% Vacation Pay</b>	<b>With 6% Vacation Pay</b>
66.05	68.68	70.01

- 3.7.2 The Association and the School Division agree that, except for Articles 3.7 and 16 this Agreement shall not apply to teachers who are paid at an hourly rate.
- 3.7.3 The School Division agrees to pay one (1) hour, at the regular rate, for each full block of fifteen (15) hours instructional time, or prorated part thereof, served by such teachers in the employ of the School Division. This is unassigned time in recognition of non-instructional duties.
- 3.7.4 Teachers designated as a summer school administrator shall be paid a sum of four hundred fifty-one dollars and ten cents (\$451.10) for each day worked.

**The following Clauses apply to teachers paid hourly at Chinook Learning Services:**

- 3.7.5 The School Division agrees to pay one (1) hour, at the regular rate, to teachers employed in Chinook Learning Services for each full block of thirty (30) hours instructional time, or prorated part thereof, served by teachers in the employ of the School Division. This payment is limited to teachers who instruct in the Adult Academic, English as a Second Language, or Language Instruction for Newcomers to Canada programs. This payment is in lieu of benefits.
- 3.7.6 The School Division agrees to pay annually a long service award of one hundred dollars (\$100.00) to a teacher who has provided instruction for ten (10) or more semesters at Chinook Learning Services. The School Division agrees to pay annually a long service award of two hundred dollars (\$200.00) to a teacher who has provided instruction for twenty (20) or more semesters at Chinook Learning Services.
- 3.7.7 Notwithstanding Clause 3.7.1, where the School Division offers a teacher employed at Chinook Learning Services the opportunity to complete non-instructional duties and the teacher accepts, the teacher shall be paid one-half (1/2) of the applicable hourly rate in Clause 3.7.1 per hour of duties.
- 3.7.8 Upon request to the Principal of Chinook Learning Services or designate, an Adult Academic Program (AAP) teacher shall be issued a statement reflecting the number of hours taught during the

past school year.

#### 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

##### 4.1 Creation of New Designations/Positions

4.1.1 The School Division may create or designate new administrative positions with respect to teachers covered by this agreement. Applicable administrative allowances and salaries for such newly created or designated administrative positions shall be negotiated with the Association as per Clause 2.7 of this agreement before the position is advertised or the appointment is made. Such negotiation shall take place within fifteen (15) days of the School Division advising the Association, in writing, of its intent to create or designate said new administrative positions. Where negotiations are not completed in three (3) meetings, the School Division shall determine the applicable administrative allowance and salary for the position and proceed to advertise and fill the position.

##### 4.2 Administration Allowances

4.2.1 Principal Allowance: In addition to the salary earned as a teacher, a Principal shall receive the applicable allowance, based on the total staff of the school supervised by the Principal as follows:

Fewer than 30	30 or More but Fewer than 40	40 or More but Fewer than 50	50 or More but Fewer than 60	60 or More
25,928	30,838	35,753	40,665	45,577

4.2.2 The size of the total staff of the school supervised by the Principal is determined as of September 30 of each year.

4.2.3 Part-time staff supervised by the Principal are to be included on a pro rata basis in calculating the appropriate allowances where they equate to full-time equivalents in a school.

4.2.4 Assistant Principal Allowance: In addition to the salary earned as a teacher, each Assistant Principal shall receive an allowance of seventeen thousand four hundred ninety-four dollars (\$17,494).

4.2.5 Annual Allowances:

Position	Allowance
Vice Principal	5,170

Learning Leader	2,602
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4.2.6 Teachers who serve concurrently in two (2) or more schools not located on the same campus shall receive in addition to their applicable regular salaries, an allowance of one thousand two hundred and thirty-five dollars (\$1,235). This allowance does not apply to teachers who report to a supervisor in a central or area office.

4.2.7 Principal Allowance – Schools with Third Party Providers: The parties agree that the Principal assigned to the following schools will receive an annual allowance of ten thousand two hundred dollars (\$10,200) in addition to the salary earned as a teacher and the applicable allowances under Article 4:

- a) Children’s Village School
- b) William Roper Hull School
- c) Wood’s Homes School
- d) Louise Dean School

The purpose of the allowance above is to recognize the Principal’s responsibility for ensuring one or more third party service providers deliver the clinical and therapeutic services as specified in the contract between the School Division and the provider. The Principal shall be paid the allowance above for the duration of their assignment to the school listed above.

4.2.8 Allowances – Other Personnel: In addition to the salary earned as a teacher, incumbents of the following positions shall receive the applicable annual administrative allowance as outlined below:

Position	Allowance
Consultant	5,170
Specialist	15,470
Strategist	5,170

4.2.9 A teacher appointed to the position of Consultant on or after December 18, 2007, shall be paid the teacher’s current salary and allowances or the teacher’s current salary plus the allowance for a Consultant as set out in Clause 4.2.8, whichever is greater.

A teacher appointed to the position of Consultant before December 18, 2007, shall be paid the allowance for a Consultant set out in Clause 4.2.8 in addition to the teacher's salary and allowance at the time of appointment.

- 4.2.10 System Principal: A teacher appointed to the position of System Principal shall be paid the teacher's current salary and allowances or the teacher's current salary plus the allowance of a Principal of a school with a staff fifty (50) or more but fewer than sixty (60) teachers whichever is greater. Such a position shall be term specific.
- 4.2.11 System Assistant Principal: A teacher appointed to the position of System Assistant Principal shall be paid the teacher's current salary and allowances or the teacher's current salary plus the allowance of an Assistant Principal set out in Clause 4.2.4 whichever is greater. Such position shall be term specific.

### **4.3 Red Circling**

- 4.3.1 No decrease shall hereafter be made in the salary of a Principal in consequence of a reduction in the staff of their school, if such Principal has been employed continuously in the service of the School Division for a period of not less than twenty (20) years nor, in other cases, until such time as it appears to the satisfaction of the School Division that such reduction is likely to be of considerable duration.
- 4.3.2 No teacher shall suffer a loss of salary and administrative allowance(s) due only to any reorganization or School Division initiated transfer taking place during the currency of this agreement. If an administrative appointment is terminated as a result of a reorganization, the salary and allowances of the affected teacher shall be red circled for a period of up to three (3) years from the date of reorganization.
- 4.3.3 Red circling or School Division initiated transfer means the maintenance of the teacher's salary and allowance(s) prior to the reorganization or School Division initiated transfer until such time as the teacher's salary and applicable allowance(s) under the collective agreement exceed the red circled amount or the expiry of three (3) years, whichever occurs first.

### **4.4 Acting/Surrogate Administrators – Compensation**

- 4.4.1 A teacher who is appointed to the responsibilities of a position with an administrative allowance for more than five (5) consecutive school days shall be paid the administrative allowance of the

appointed position for the duration of the acting assignment.

#### **4.5 Administrative Appointments and Designations**

- 4.5.1 *Subject to Clauses 4.5.2, 4.5.3, 4.5.4, 4.5.9, 4.5.10, and 17.1.1 of this agreement, all administrative designations and appointments shall be continuing unless removed by the School Division in accordance with this agreement and the Education Act.*
- 4.5.2 *Teachers appointed to an administrative designation shall be appointed to that designation on a probationary basis for up to one year to determine the teacher's suitability for a continuing designation.*
- 4.5.3 *Teachers may be appointed to a second year of an administrative designation on a probationary basis upon mutual consent. Reasons for a second probationary year shall be provided in writing to the teacher within thirty (30) operational days of the notification.*
- 4.5.4 *The Chief Superintendent of Schools or delegated authority may recommend the removal of a probationary designation referred to in Article 4.5 provided the removal of this designation adheres to the Education Act and processes and criteria described in Appendix "B".*
- 4.5.5 *Removal of a probationary designation or failure to grant a continuing designation referred to in Article 4.5, is subject to the arbitration procedure as outlined in Clauses 16.8 to 16.16.*
- 4.5.6 *The evaluation process for administrative designations and appointments will adhere to Appendix "B".*
- 4.5.7 *Teachers with continuing administrative appointments and designations shall, in the event of a termination of designation, refer any appeal to a Board of Reference under the Education Act.*
- The provisions of the grievance and arbitration procedure in Article 16 shall not apply to continuing administrative appointments.*
- 4.5.8 *Upon resignation, termination or expiration of an administrative designation, the teacher shall be returned to a position no less favorable than occupied immediately prior to the appointment to the administrative designation provided the teacher's contract of employment continues in force pursuant to the Education Act.*
- 4.5.9 *One Year Term – Subject to Re-appointment: Learning Leaders shall be appointed until June 30th and are subject to re-appointment each year.*

4.5.10 *Non-Renewal Positions: Specialists, Consultants and Strategists are appointed on the basis of three (3) year term appointments which may be extended in exceptional circumstances by the Superintendent of Human Resources or delegated authority for additional periods of time mutually agreeable to both parties. Teachers appointed to a continuing designation as Specialist prior to December 18, 2007, will maintain their designation. Teachers appointed to a continuing designation as Strategist prior to the ratification of this agreement will maintain their designation.*

#### 4.6 Other Administrator Conditions

4.6.1 Schools shall have the following administrative personnel in addition to the Principal:

10 or more total FTE teaching staff excluding the Principal	1 Assistant Principal
17 or more total FTE teaching staff excluding the Principal	1 Assistant Principal and 1 Vice Principal

provided however, that in larger schools the administrative organization may consist of a Principal and Assistant Principals, together with such other officials as may be necessary or desirable for the efficient functioning of the school. The Principal and staff of a school, in consideration of the school's educational needs, may make application to the Chief Superintendent of Schools or delegated authority for the appointment of two (2) or more learning leaders in lieu of a Vice Principal where the school is entitled to such an appointment.

4.6.2 Except for Learning Leaders, Strategists and Consultants who only receive the basic allowance in Clause 4.2.8 in addition to their grid salary, teachers appointed to administrative or supervisory positions and assigned to School Division administrative offices which operate on a year round basis shall be entitled to an annual vacation of not less than six (6) weeks, exclusive of the week between Christmas Day and New Year's Day. The length of vacation shall be determined by the workload of the office and the teachers shall be so informed prior to April 30 of each year.

4.6.3 Lieu Days

4.6.3.1 Principals will be granted two (2) lieu day(s) per school year, to be taken prior to June 30 of each year, at a time mutually agreeable to the principal and the superintendent or designate.

- 4.6.3.2 Assistant principals will be granted one (1) lieu day per school year, to be taken prior to June 30 of each year at a time mutually agreeable to the assistant principal and superintendent or designate.
- 4.6.3.3 Requests to take lieu days during the month of June shall be submitted to the superintendent or designate before April 30 of each year.
- 4.6.3.4 The above mentioned lieu days shall not be paid out.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *Substitute teachers shall be paid:*
  - 5.1.1.1 *Effective until April 30, 2019, Two hundred twenty-two dollars (\$222.00) (including four percent (4%) vacation pay) per full day worked;*
  - 5.1.1.2 Half days will be paid at fifty percent (50%) of the full-day rate.
- 5.1.2 A substitute teacher who accepts a job that begins at or before 10:30 a.m. and ends after 12:30 p.m. will be paid for a full day and cannot accept another assignment for the same date.
- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$209.43 plus six percent (6%) vacation pay of \$12.57 for a total of \$222.00.*
- 5.1.4 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

### **5.2 Commencement of Grid Rate**

- 5.2.1 Substitute teachers employed for a period of two (2) consecutive teaching days or more, as a replacement for a specific teacher, shall be placed on the basic salary schedule, according to teacher qualifications and experience, on the second (2nd) and consecutive subsequent days in the same assignment. The application of this provision shall not result in a reduction in earnings for the first day of the assignment.

5.2.2 *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

### **5.3 Other Substitute Teacher Conditions**

5.3.1 By August 1 of each year, a substitute teacher shall be issued a statement of the number of days taught during the past school year.

5.3.2 Should a substitute teacher be unable to work as a result of an injury sustained while performing their duties for the School Division, the teacher shall be paid an amount of money equal to the per diem rate specified in Clause 5.1.1 up to a maximum of twenty (20) consecutive teaching days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician who is acceptable to the School Division. Upon receiving written verification of this injury causing the absence from work, the School Division shall pay for the cost of completing the necessary documentation up to the maximum amount specified in the Alberta Medical Association guidelines.

5.3.3 Substitute teachers who have attained a minimum of 300 days of satisfactory teaching service with the School Division in the previous seven (7) years, and who have not been placed on the substitute roster at the start of the next school year, shall upon request, be notified of the reasons in writing.

5.3.4 Substitute teachers who are requested by the Department of National Defence (DND) for military service shall be returned to the substitute roster, upon their request. Teachers with a temporary contract who are requested by the DND for military service shall be considered as a viable candidate for any appropriate vacant position that is consistent with their previous teaching experience, upon their request.

5.3.5 Substitute teachers who are advised by school administration when the substitute teacher arrives at the school that their services are no longer required, shall be paid the half day rate.

5.3.6 Substitute teachers required to travel by personal vehicle between assignments to provide service at two or more school sites in a single day shall be eligible to claim travel expenses on the same basis as other eligible employees of the School Division.

5.3.7 Each substitute teacher on the substitute roster and who has worked eighteen (18) equivalent days by December 31 of each

year and who attends teacher's convention will be paid the substitute daily rate under Clause 5.1 for each day they attend. The Calgary City Teachers Convention Board will provide a list of substitute teachers in attendance at the convention to the School Division. Requests for payment for attendance at convention by substitute teachers will not be accepted after April 15 each year.

- 5.3.8 No morning supervision is expected for substitute teachers on the first day of assignment, unless mutually agreed to by the substitute teacher and administration.

#### **5.4 Substitute Teachers Benefits**

- 5.4.1 *The School Division agrees to provide a group benefits plan for substitute teachers. The group benefits plan refers to life insurance, accidental death and dismemberment, extended health care benefits (hospitalization and major medical) and basic dental insurance. The cost of the benefit plan premiums shall be one hundred percent (100%) paid by the substitute teacher. Participation in the plan shall be a condition of employment for all substitutes who are not enrolled in plans outlined in article 7 of the collective agreement.*

### **6. PART TIME TEACHERS**

- 6.1 *Full-time equivalent (FTE) Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

- 6.1 *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

#### **6.2 Part-time Teachers Salaries**

- 6.2.1 *Teachers employed on a part-time basis shall be paid salaries and applicable allowances as provided in Articles 3 and 4 proportionate to the amount of time the teacher is employed as it relates to full-time.*

## **6.3 Other Part-time Teacher Conditions**

### **6.3.1 Job Sharing**

6.3.1.1 Where two teachers on a continuing contract wish to share one full-time teaching position, they may apply to the Superintendent of Human Resources or delegated authority for a shared job assignment. Such application must be made no later than June 1 of the school year immediately preceding the year in which the job sharing is to take place.

6.3.1.2 A shared job assignment may be granted by the Superintendent of Human Resources or the delegated authority in accordance with the following terms:

The proportion of a full-time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Superintendent of Human Resources or the delegated authority.

For the purpose of Clause 4.2.3 of this agreement, the two teachers sharing a teaching position shall be considered as one teacher.

6.3.1.3 On approval of the application of the teachers, the Superintendent of Human Resources or the delegated authority shall grant the shared job assignment for a guaranteed period of one (1) school year. If the teachers involved wish to return to their previous employment status they must advise the Superintendent of Human Resources or the delegated authority in writing by March 31st of the school year of the shared job assignment that they wish to return to their previous employment status. If teachers in a shared job assignment do not advise the Superintendent of Human Resources or the delegated authority in writing by March 31st of the wish to return to their previous employment status, they will continue in the shared job assignment during the subsequent school year.

6.3.1.4 At the conclusion of the shared job, the teachers shall return to their previous employment status (e.g. full-time to full-time, part-time to part-time).

6.3.1.5 In the event that one of the teachers in the shared teaching position ceases to perform their teaching duties for any reason whatsoever, the Superintendent of Human

Resources or the delegated authority may, upon fourteen (14) days notice in writing, request the other teacher involved to assume the full-time duties of the formerly shared position. Should the teacher refuse, the School Division shall find a temporary replacement and the job share agreement terminates at the end of the school year.

## **7. GROUP BENEFITS**

### **7.1 Group Health Benefit Plans, Carrier and Premiums**

7.1.1 *The Plan refers to life insurance, accidental death and dismemberment insurance, health benefits (hospitalization, major medical and vision care), dental benefits and extended disability insurance as outlined in the applicable group insurance policies and the Alberta Health Care Insurance Plan.*

7.1.2 *Subject to the specified provisions of this agreement, the School Division shall contribute one hundred percent (100%) of the premium costs for the following benefit plans:*

7.1.2.1 *Life and Accidental Death and Dismemberment (Schedule 2)*

7.1.2.2 *Supplementary Health Benefit*

7.1.2.3 *Alberta Health Care Insurance*

7.1.2.4 *Dental Plan*

7.1.2.5 *Extended Disability Plan (D)*

*Effective January 1, 2020, the School Division, irrespective of its current benefit provider shall provide group health benefit plans that provide at least equivalent to:*

- *Without significant changes to coverage levels, 100% drug reimbursement and drug card. Significant changes would be subject to approval to the parties.*

- *ASEBP Vision Care Plan 3*

7.1.3 Teachers not participating in the School Division's group plan for Alberta Health Care Insurance will be enrolled or re-enrolled in the group plan effective the first of the month following the date the teacher provides written notice to the School Division. The School Division will commence payment of Alberta Health Care Insurance

premiums effective the date of the teacher's commencement in the School Division's group plan. The School Division will not pay premiums prior to the teacher's commencement in the School Division's group plan.

- 7.1.4 *The School Division shall administer the Plan in consultation with the Health and Wellness Committee.*
- 7.1.5 *The Association, upon request, shall be entitled to meet with the Superintendent of Human Resources, or the designated representative, for the purpose of reviewing concerns relating to the Plans applicable to those covered by this agreement.*
- 7.1.6 *The School Division agrees that no reduction in the amounts of benefits will occur without prior approval of Association.*
  - 7.1.6.1 *Any change in the carrier for the Life, Accidental Death and Dismemberment and Extended Disability Plans shall be a shared decision by the parties arrived at through collaboration.*
- 7.1.7 *If, during or after the term of this agreement, the premium rates are more or less than the premium rates in effect on the date of signing this agreement, the parties will continue to pay the premiums in the proportions set out in Article 7 unless renegotiated.*

## **7.2 Group Benefits Eligibility**

- 7.2.1 *Participation in the Plan shall be a condition of employment for all teachers commencing employment for a full school year.*
  - 7.2.1.1 *Notwithstanding Clause 7.2.1, participation in the life, accidental death and dismemberment and extended disability plans shall be limited to teachers employed under contracts of 0.2 FTE or more.*
- 7.2.2. *Benefits shall be provided to teachers employed for less than a full school year on the following basis:*
  - a) *for contracts of fewer than ninety (90) calendar days duration, participation in the benefits plan referred to in Clause 5.4.1 shall be a condition of employment on the same basis as that which applies to Substitute Teachers.*
  - b) *for contracts of ninety (90) calendar days duration or more, participation in the group benefits plan outlined in Article 7 shall be a condition of employment on the same basis as that which applies to teachers on continuing contracts.*

*Notwithstanding (a), participation in the group benefits plan outlined in Article 7 shall be a condition of employment for a teacher with multiple consecutive contracts of fewer than ninety (90) calendar days duration on the same basis as that which applies to teachers on continuing contracts, effective upon the commencement of the contract that includes the ninetieth (90th) consecutive calendar day on contract.*

*7.2.3 Subject to the policies of ASEBP, teachers on probationary contracts or temporary contracts of longer than ninety (90) calendar days (as per Clause 7.2.2 (b)) who sign a contract for the following school year by June 30 of the current school year shall remain on the benefit plans and have premiums paid as per Clause 7.1.2.*

### **7.3 Health Spending Account / Personal Spending Account**

*7.3.1 Effective September 1st each year, the School Division will provide a health spending account of two hundred and fifty dollars (\$250) for each teacher who commences a probationary contract, or temporary contract of one (1) year's duration between July 1st and September 30th.*

*7.3.2 Effective January 1st each year, the School Division will contribute seven hundred and fifty dollars (\$750) to a health spending account for each teacher on a continuing contract. Effective January 1<sup>st</sup> each year, the School Division will contribute five hundred dollars (\$500) to a health spending account for each teacher on a probationary contract or a temporary contract of one year's duration.*

*7.3.3 Effective September 1, 2021, the Health Spending Account will become a combined Health Spending Account/ Personal Spending Account (Wellness Spending Account). A detailed description of Health Spending Account/Personal Spending Account will be made available to all eligible teachers. Allocations for Health Spending Account/Personal Spending Account shall apply as per Article 7.3.1 and 7.3.2.*

*7.3.4 Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or on extended disability. The School Division's Health Spending Account/Personal Spending Account contribution shall be prorated for teachers on part time contracts. The unused balance will be carried forward to the extent permitted by law. Teachers leaving the employ of the School Division will forfeit any remaining balance.*

## 7.4 Other Group Benefits

7.4.1 The School Division and the Association agree that the Employment Insurance Premium Reduction has been shared, in accordance with the provisions of Section 69 of the *Employment Insurance Act*, through application of the employee share of the savings to offset the cost of other benefits contained in this agreement.

### 7.4.2 Personal Injury and Property Protection

7.4.2.1 Where a teacher is absent from work for reason of a disability resulting from an accident incurred at work and during the performance of the teacher's duties, including participation in work sponsored activities external to the teacher's normal place of work in which the teacher is acting as the school authority, a teacher who is on the accumulative sick leave system shall be eligible to receive additional sick leave so that when added to the teacher's accumulated sick leave ensures there will be no interruption of salary for the remainder of the elimination period for the Extended Disability Plan.

7.4.2.2 Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to clothing, eye glasses or personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The School Division shall determine the amount of compensation, upon being provided with such documentation as may be required.

7.4.2.3 A rehabilitation program (Coordinated Assistance and Rehabilitation for Employee Support - CARES) is offered by the School Division. Teacher participation is voluntary.

7.4.2.4 In the event a teacher receives sick leave benefits from the School Division as a result of an act or omission of a third party, the School Division is subrogated to any right of recovery of the teacher from the third party.

The teacher shall advise the School Division in advance of the teacher's intention to initiate any claim against the third party. If the teacher does not initiate a claim, the School Division shall have the right, but not the obligation, to initiate a claim in the name of the teacher.

Upon receipt of a settlement or judgment, the teacher shall pay to the School Division the recovered sick leave

benefits.

7.4.3 Retired Employee Benefits Package

7.4.3.1 The School Division Retired Employee Benefit package is available to all eligible employees covered by this agreement.

7.4.3.2 Teachers who have reached fifty-five (55) years of age, but have not as yet reached sixty-five (65) years of age, and have at least ten (10) years of service with the School Division, shall at the time of retirement, be provided with the option to participate in the School Division Retired Employee Benefit Package.

7.4.3.3 The package includes supplementary health care, dental coverage and life insurance coverage until the employee reaches the age of sixty-five (65) and may include, at the employee's option, a paid up life insurance policy issued following the employee's 65th birthday.

7.4.3.4 The cost sharing of the premiums for this package, at the time of retirement until age 65, for employees who retire on or after September 1, 2009, is as follows:

Length of Service	% Paid by Board	% Paid by Retiree
10+ Years	0%	100%

7.4.3.5 Notwithstanding the term of this agreement stated in Clause 2.1, the provisions of this Clause are intended to remain in force beyond the expiry of the collective agreement.

**8. CONDITIONS OF PRACTICE**

**8.1 Teacher Instructional and Assignable Time**

8.1.1 *Effective until August 31, 2019, a teacher not in receipt of any administrative allowance will not be assigned duties in excess of (30) hours per week, averaged over the school year.*

*Effective September 1, 2019, a teacher not in receipt of any administrative allowance will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year. A maximum of 907 hours per year shall be devoted to the instruction of students.*

## **8.2 Assignable Time Definition**

8.2.1 *Assigned Time is defined as the amount of time that Boards assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*
- e) School Division and school directed professional development, time assigned to teacher for professional development, and travel as defined in Clause 8.2.3*
- f) staff meetings*
- g) time assigned before and at the end of the school day*
- h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by the School Division. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

- a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometres. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometres traveled in excess of the eighty (80) kilometre threshold.*

- c) the time is spent traveling to and from the teacher's annual convention.

### **8.3 Other Conditions of Practice**

- 8.3.1 Staff deployment is the responsibility of the principal and their teaching staff.
- 8.3.2 *Duty Free Lunch - Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
  - 8.3.2.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
  - 8.3.2.2 *When reasonable, this break shall occur in the middle of the assignment.*
  - 8.3.2.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

### **8.4 Extracurricular**

- 8.4.1 It is understood that teachers are expected to participate in those aspects of student activities which are normal extensions of the classroom program. Also, it is understood that some parameters for extracurricular activities are necessary in order to ensure both the quality of classroom instruction and a viable workload for teachers. The extent of school involvement in extracurricular activities must be determined by the principal and their staff. Teachers who have chosen to undertake a specific extracurricular activity shall be committed to that activity for its duration in that school year, unless an emergent situation prohibits continuance.

### **8.5 School Calendar**

- 8.5.1 *Teachers will render service for not more than two hundred (200) consecutive days, commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*
  - 8.5.1.1 Notwithstanding the above, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of

having their schools operational on the opening day of school each school term, semester or other division of the school year.

- 8.5.1.2 In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school closing.
- 8.5.1.3 Notwithstanding Clause 8.5.1, a teacher who is not in receipt of an administrative or supervisory allowance who renders service during a vacation period, at the request of the Chief Superintendent of Schools, or the delegated authority, shall be paid 1/400th of the teacher's total annual salary for each half day of work or be given equivalent time off in lieu.
- 8.5.1.4 Notwithstanding Clause 8.5.1, a teacher who is in receipt of an administrative or supervisory allowance who renders service during a vacation period, at the request of the Chief Superintendent of Schools, or the delegated authority, shall receive time off in lieu during the school year for the actual time worked or be paid 1/400th of the teacher's total annual salary and allowances for each half day of work.

**8.5.2** In each year there shall be two (2) non-instructional organizational days and three (3) non-instructional Professional Development days, the activities of which shall be determined by the staff of each school as described in the Staff Involvement in School Decisions document (Feb 2012, as amended from time to time). The staff may be requested to submit a report as to the fulfilment of the plan of activities to the Director within a reasonable time after each of the five (5) days.

- 8.5.2.1 Organizational days are devoted to activities designed to address system, school, department/grade level or individual organizational needs.
- 8.5.2.2 Professional Development days are devoted to professional learning. Activities must be connected to best practices for student success, and will consider the School Division three-year plan, the school development plan and teachers' professional needs.
- 8.5.2.3 The Principal is responsible to ensure that activities fit the definition of Professional Development Day and Organizational Day activities as described in the Staff

Involvement in School Decisions document (Feb 2012, as amended from time to time).

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *The School Division and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

### **9.2 Professional Improvement Fellowship**

Professional Improvement Fellowships shall be granted for the pursuit of university or other formal academic studies. They also shall be granted to enable the teacher to obtain specific skills training, or carry out an approved research project. Fellowships are granted for activities of up to one (1) year's duration subject to the limitations outlined in this article. A portion of the Fellowship may be taken as a research grant pursuant to prevailing Income Tax Regulations.

#### **9.2.1 Eligibility for a Fellowship**

- 9.2.1.1 Teachers on continuing contracts of employment are eligible for and may apply for a Professional Improvement Fellowship for activities of one (1) year's duration provided they have been employed by the School Division as a teacher for a period of at least seven (7) consecutive years, immediately preceding the commencement of the Fellowship.
- 9.2.1.2 Teachers on continuing contracts of employment are eligible for and may apply for a Professional Improvement Fellowship for activities of up to one-half (1/2) year's duration provided they have been employed by the School Division as a teacher for a period of at least five (5) consecutive years immediately preceding the commencement of the Fellowship.
- 9.2.1.3 Fellowships shall be granted to teachers who meet the established criteria and whose applications are deemed

by the Review Committee for Professional Improvement Fellowships, to be for activities which are responsive to the learning needs of students and which will contribute to the professional growth of the teacher. Professional Improvement Fellowships will be recommended only after full consideration has been given to the needs of the school system, to the availability of teacher replacements and to the opportunities for employment upon return from a professional improvement activity.

- 9.2.1.4 A teacher may be granted more than one (1) full year Professional Improvement Fellowship provided that such Fellowship is not less than five (5) years from the conclusion of the preceding Fellowship.
- 9.2.1.5 Notwithstanding the eligibility requirements specified in this article, the duration of the required period of prior service in Clauses 9.2.1.1 and 9.2.1.2 may be waived in circumstances identified by the Review Committee.

## 9.2.2 Number of Fellowships Available

- 9.2.2.1 The total value of the Professional Improvement Fellowships available in any one school year shall not be less than 0.4% nor more than 0.8% of the Salary Grid cost calculated on September 30 of the year prior to that in which the Fellowships are to be provided. Should the total cost of the Fellowships granted by May 1 be less than the amount established as the minimum for that year, the remainder shall be retained in the Professional Improvement Fellowship fund for the subsequent year. The Review Committee for Professional Improvement Fellowships may recommend to the School Division and the Local that money allocated to the Professional Improvement Fellowship fund be transferred to the Staff Development Fund. Such a transfer shall be made with the approval of the School Division and the Local.
- 9.2.2.2 A minimum of fifty percent (50%) of the annual contribution to the fund shall be allocated as pay in lieu of salary for the fellowships granted in lieu of salary for the activities of one half (1/2) year's duration or more. This minimum allocation does not apply to the unused portion of the annual contribution retained in the fund for the subsequent year.

No later than November 1st each year, the School

Division shall provide the Local with an accounting of the fund for the previous school year, indicating the amount:

- a) Paid in lieu of salary for the activities of one half (1/2) year's duration or more;
- b) Paid in lieu of salary for the activities less than one half (1/2) year's duration;
- c) Paid for non-salary expenses; and
- d) Carried forward to the subsequent year.

### 9.2.3 Application Procedure

9.2.3.1 Applications for Fellowships shall be submitted to the Chief Superintendent of Schools or delegated authority in the school year prior to the date the activity requiring a Fellowship is to commence. Requests for Professional Improvement Fellowships must be submitted by the following dates:

- a) for activities of one-half (1/2) year's duration or more, December 1;
- b) for activities of less than one-half (1/2) year's duration, December 1 and also March 1.

The Review Committee may invite applications at any time during the year for activities in the current or subsequent year provided that funds are available.

9.2.3.2 All applications for a Fellowship shall be accompanied by a clear statement of the purposes to be achieved, the expected accomplishments and the documentation by which satisfactory completion of the Professional Improvement Fellowship could be measured.

### 9.2.4 Selection Procedure

9.2.4.1 The Review Committee for Professional Improvement Fellowships shall be established prior to June 30 each year and shall be composed of three (3) representatives appointed by the Local, and four (4) representatives appointed by the Chief Superintendent of Schools. The committee shall:

- a) Receive, from the School Division, criteria of a

general nature to be used in selection of the applicants for Professional Improvement Fellowships; and

- b) Identify candidates to be recommended to the Superintendents Team for approval.

#### 9.2.5 Method of Payment

9.2.5.1 A teacher granted a Professional Improvement Fellowship shall be paid, in lieu of salary, monthly instalments equal to seventy (70%) of the earnings to which the teacher would have been entitled had the teacher not been engaged in a professional improvement activity and receiving a Professional Improvement Fellowship. The teacher shall have their benefits continue as per Article 7 of this agreement.

9.2.5.2 Notwithstanding the provisions of Clause 9.2.5.1, the teacher may apply to receive a portion of the Professional Improvement Fellowship in the form of a Board Professional Improvement Fellowship Research Grant. The amount of the grant, not to exceed twenty five percent (25%) of the value of the Fellowship, will be deducted from the total Professional Improvement Fellowship otherwise payable by the School Division.

9.2.5.3 Notwithstanding the provisions of Clause 9.2.5.1, the Review Committee may approve reimbursement of professional improvement fellowship expenses, including but not limited to tuition, books and materials, travel and subsistence or for related substitute teacher costs.

#### 9.2.6 Conditions of Fellowships

9.2.6.1 Teachers desiring to be employed in a remunerative occupation while in receipt of a Professional Improvement Fellowship must receive prior approval by the Chief Superintendent of Schools or delegated authority.

9.2.6.2 The activity for which the Professional Improvement Fellowship is paid shall be deemed to be an assignment. However, the period of time involved shall not count toward the accumulation of teaching experience with the School Division for the purpose of awarding increments pursuant to Clause 3.4.

- 9.2.6.3 Upon return from the Fellowship, the teacher shall be reinstated to the position the teacher held when the Professional Improvement Fellowship commenced, or be provided with alternative work of a nature consistent with the previous experience of the teacher or with the training gained by the teacher while on leave, at no less than the salary and allowances that were applicable at the time the leave commenced. The applicable salary shall be in accordance with verified qualifications at the time of recommencement of duties.
- 9.2.6.4 Upon return from a Fellowship, teachers who held a continuing administrative designation and who received an allowance as per Article 4 of this Agreement at the time the Fellowship was granted, shall be placed in the first suitable position available and shall retain the designation provided the designation continues to exist in the School Division.
- 9.2.6.5 Upon return from a Fellowship, teachers who held a term administrative designation and who received an allowance as per Article 4 of this Agreement at the time the Fellowship was granted, shall be placed in the first suitable position available and shall retain the designation provided the designation continues to exist in the School Division, for the remaining portion of the term of the administrative designation.
- 9.2.6.6 Should a teacher return to service before the expiry date of the Fellowship, Clauses 9.2.6.3 and 9.2.6.4 of this article shall apply only at the date the Fellowship was originally to expire.
- 9.2.6.7 Upon return from a professional improvement activity and prior to re-commencement of regular duties, a teacher shall provide the Chief Superintendent of Schools or delegated authority with a resume of the activities or studies accomplished during the period of the Fellowship as evidence of compliance with the application under which the Fellowship was granted.
- 9.2.6.8 A teacher granted a full year's Professional Improvement Fellowship shall undertake to return to regular duties at the beginning of the school year following the expiration of the period covered by the Professional Improvement Fellowship, and shall further undertake not to resign or retire from the services of the School Division for at least

two (2) years after recommencement of regular duties.

9.2.6.9 Teachers granted half-year Professional Improvement Fellowships shall undertake to return to regular duties immediately after termination of the period covered by the Professional Improvement Fellowship and shall not resign or retire from the services of the School Division for at least one (1) year after re-commencement of regular duties.

9.2.6.10 Teachers granted Professional Improvement Fellowships for less than one-half (1/2) year's duration shall undertake to return to regular duties immediately after termination of the period covered by the Professional Improvement Fellowship and shall not resign or retire until the end of the school year or until the end of the next full semester, whichever is the later date after re-commencement of regular duties.

9.2.6.11 In the event that a teacher does not achieve the purpose of the Fellowship the teacher shall reimburse the School Division for the amount of the Professional Improvement Fellowship received. If the teacher resigns or retires at any time before completing the return to service requirements outlined above, the teacher shall pay the School Division a percentage of the total value of the Professional Improvement Fellowship equal to the percentage of time remaining in the term of required service.

9.2.6.12 A one-half (1/2) year General leave may be requested by the teacher in combination with a professional improvement activity of one-half (1/2) year's duration.

#### 9.2.7 Conditions of Fellowship – Expenses

9.2.7.1 The conditions of fellowships in the Clauses in 9.2.6 do not apply to a teacher in receipt of a Professional Improvement Fellowship consisting solely of expense reimbursement pursuant to Clause 9.2.5.3.

9.2.7.2 A teacher in receipt of a Professional Improvement Fellowship consisting of expense reimbursement pursuant to Clause 9.2.5.3 must provide the Chief Superintendent or delegated authority with evidence of compliance with the application under which the Fellowship was granted in order for the expenses to be

reimbursed.

### **9.3 Staff Development Fund**

- 9.3.1 A fund in the amount of one million, one hundred and fifty thousand (\$1,150,000) is available annually to teachers or groups of teachers for the purpose of professional development. This fund shall be known as the Staff Development Fund. This amount will be distributed to the Local in two equal amounts. The first amount will be provided during the last business week in August and the second amount during the first business week in January.
- 9.3.2 The Local shall administer and control the distribution of the Staff Development Fund. The Local shall provide an annual report to the Chief Superintendent of Schools or delegated authority indicating disbursement of the funds and staff development priorities.
- 9.3.3 In the event that unallocated funds in the Staff Development Fund exceed the current year's annual amount as of August 31 each year, the School Division's contribution in the subsequent year shall be reduced by the amount of the excess.
- 9.3.4 An advisory committee of four (4) teachers and a representative to be named by the Chief Superintendent of Schools or delegated authority will be appointed to review and revise the guidelines for the fund. The committee will meet as required and shall consider and support the staff development priorities of the School Division.
- 9.3.5 Any teacher or group of teachers may make application to the Local in accordance with the guideline processes published by the Staff Development Fund Advisory Committee. Leaves are subject to the need for and the availability of substitute teachers.

## **10. SICK LEAVE / Medical Certificates and Reporting**

- 10.1 *Sick leave with pay shall be granted to a teacher on account of injury to or the illness or disability of the teacher, or for the purpose of obtaining necessary medical or dental treatment.*
- 10.2 *A teacher shall, upon commencement of employment under contract, have access to twenty (20) school days of sick leave in their first year of employment. The twenty (20) school days of sick leave will be prorated when the contract of employment is for less than a full school year.*
  - 10.2.1 *Notwithstanding 10.2, a teacher employed on a probationary contract of employment, who becomes disabled from work and whose claim is accepted and approved by the extended disability carrier, shall be entitled to ninety (90) calendar days of sick leave*

*calculated retroactively to the first date of disability.*

- 10.3 *For purposes of this Article only, a teacher who has completed eight (8) cumulative months under contract with the School Division, and provided that one (1) of the contracts is for four (4) or more consecutive months, shall upon re-employment under contract within a five (5) year period, be considered to be in their second year of employment.*
- 10.4 *A teacher in their second year or any subsequent year of employment under contract shall have access to ninety (90) calendar days of sick leave.*
- 10.5 *Upon return to regular duties following an absence due to illness a teacher shall have access to:*
- 10.5.1 *Prior to the second year of employment as defined in Clause 10.3, any unused portion of their sick leave as per Clause 10.2.*
- 10.5.2 *In the second and subsequent years of employment as defined in Clause 10.3, ninety (90) calendar days of sick leave.*
- 10.6 *After ninety (90) calendar days of continuous disability due to illness and/or injury, no further salary shall be paid and upon approval of the carrier, the Extended Disability Plan shall take effect.*
- 10.6.1 *Notwithstanding the specific provisions of Article 10, a teacher who is eligible to receive Extended Disability Benefits shall receive no further salary and/or allowance from the School Division. The Extended Disability Plan shall take precedence.*
- 10.7 *A Board Certificate of Illness (HR-B025-01) completed by a qualified medical or dental practitioner is required by the School Division for sick leave, where the absence is for a period in excess of five (5) teaching days. When a receipt for the cost of completing the certificate is submitted at the same time as the completed Certificate of Illness is submitted, the School Division shall pay an amount up to the maximum specified in the Alberta Medical Association guidelines. This certificate shall only be amended by agreement between the parties.*
- 10.8 *A teacher who has been absent due to illness for 30 or more calendar days shall be required to provide a completed Return to Work Certificate (HR-B038-01) before returning to regular duties. This Return to Work Certificate shall verify that the teacher is able to return to regular duties on a continuing basis. When a receipt for the cost of completing the certificate is submitted at the same time the completed Return to Work Certificate is submitted, the School Division shall pay an amount up to the maximum specified in the Alberta Medical Association guidelines. This certificate shall only be amended by agreement between the parties.*

- 10.9 The requirement for a medical certificate may be waived by the School Division in the event of a declared epidemic or pandemic upon notification to the Association.
- 10.10 The School Division shall implement the recommendations of the Sick Leave Committee constituted in the 2007-2012 collective agreement.

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1 *Maternity Leave/Adoption Leave/Parental Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)***

#### 11.1.1 Maternity Leave

- 11.1.1.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to six (6) months commencing on the date of the birth of the teacher's child. Maternity leave may be comprised of health-related and non-health-related periods.
- 11.1.1.2 A teacher shall give the School Division at least one (1) month's written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife indicating that the teacher is pregnant and giving the estimated date of birth.
- 11.1.1.3 Notwithstanding Clause 11.1.1.1 a teacher may take up to twelve (12) weeks of maternity leave prior to the estimated date of birth. This period of leave will be deducted from the period of maternity leave that would otherwise be available after the birth.
- 11.1.1.4 Premiums shall continue to be shared between the School Division and the teacher pursuant to Article 7 of this agreement, unless the teacher advises the School Division of her wish to discontinue participation in the benefit plans.
- 11.1.1.5 Upon expiration of the leave provided pursuant to Clause 11.1.1.1, the teacher shall be reinstated in the position the teacher occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at no less than the salary and other benefits that were applicable at the time the maternity leave commenced.
- 11.1.1.6 During the health-related period of maternity leave, a

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

- 11.1.1.7 The teacher shall receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to one hundred percent (100%) of salary. The payment of such benefits shall commence on the date of birth of the teacher's child and will continue during the health-related portion of the maternity leave subject to Clauses 11.1.1.8, 11.1.1.9, 11.1.1.10, and 11.1.1.11.
- 11.1.1.8 Supplementary Employment Benefits will be paid for a period up to eight (8) weeks following the date of birth of the teacher's child provided the teacher is otherwise eligible to receive sick leave benefits.
- 11.1.1.9 Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the date of birth shall require a medical certificate pursuant to Clause 10.7.
- 11.1.1.10 Supplementary Employment Benefits shall be paid during the period in which the teacher is in receipt of Employment Insurance Benefits and shall include full salary during any waiting period up to three (3) weeks prior to receipt of such benefits.
- 11.1.1.11 A teacher on a probationary or temporary contract shall be eligible for maternity leave during the term of the teacher's contract. For the purpose of determining Supplementary Employment Benefit eligibility, the teacher on a probationary or temporary contract shall be treated the same as a teacher on a continuing contract.

## 11.1.2 Adoption Leave

- 11.1.2.1 Upon request, a teacher shall be entitled to up to two (2) weeks of adoption leave with pay and benefits commencing on the date the child is placed with the teacher for adoption. In addition, the teacher shall be entitled to adoption leave without pay for a period of up to six (6) months.

- 11.1.2.2 A teacher shall provide the School Division, in writing, with as much notice as possible of the teacher's intention to access adoption leave. In any event, the teacher shall advise the School Division, in writing, at least one (1) month prior to the date that the teacher will commence adoption leave, unless the date of the child's placement with the teacher was not foreseeable. If the teacher cannot comply with the written notice requirement, the teacher must give the School Division written notice at the earliest possible date that the teacher will start or has started adoption leave.
- 11.1.2.3 Should a teacher wish to continue participation in the benefit plans during adoption leave, granted pursuant to Clause 11.1.2.1, the premiums shall continue to be shared between the School Division and the teacher pursuant to Article 7 of this agreement. Notice of the teacher's intention to continue participation in the benefit plans must be provided to the School Division at the same time the adoption leave is requested.
- 11.1.2.4 Upon expiration of adoption leave granted pursuant to Clause 11.1.2.1, a teacher shall be reinstated in the position occupied at the time adoption leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time adoption leave commenced.
- 11.1.2.5 During the period of adoption leave, a teacher shall not accumulate experience toward the granting of increments.

### 11.1.3 Parental Leave

- 11.1.3.1 Upon request, a teacher shall be provided parental leave as an extension to maternity leave or adoption leave.
- 11.1.3.2 A teacher who has not accessed maternity leave or adoption leave is entitled to a parental leave of up to thirty-seven (37) weeks within fifty-two (52) weeks after the birth of the teacher's child or after a child has been placed with the teacher for the purpose of adoption. Upon request, a teacher shall be provided with an extension of parental leave.
- 11.1.3.3 Where both parents are members of the teaching staff of the School Division, either or both parents may take the

parental leave.

- 11.1.3.4 The teacher shall provide the School Division with at least one (1) month notice prior to the requested parental leave.
  - 11.1.3.5 The expiry date of parental leave in excess of thirty-seven (37) weeks will coincide with the commencement of the applicable school year unless some other date is agreed between the teacher and the School Division.
  - 11.1.3.6 Parental leave shall be at no cost to the School Division.
  - 11.1.3.7 While on parental leave of absence, a teacher may access the School Division's benefit plans at no cost to the School Division.
  - 11.1.3.8 Upon expiration of a parental leave, the teacher shall be reinstated in the position occupied at the time the leave commenced or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time leave commenced.
  - 11.1.3.9 During the period of parental leave, a teacher shall not accumulate experience towards the granting of increments.
  - 11.1.3.10 For births or adoptions occurring during the summer break, and for which no maternity leave or adoption leave is taken, parental leave may commence on the first day of the next school year.
- 11.1.4 Return to Duties Following Maternity, Adoption and Parental Leaves
- 11.1.4.1 A teacher, scheduled to return to duties following a maternity, adoption or parental leave of absence shall notify the Superintendent of Human Resources or delegated authority in writing at least thirty (30) calendar days prior to the scheduled end of the leave, confirming the teacher's decision to return to duties.
  - 11.1.4.2 Upon request, a teacher on maternity leave may return to duties before the expiration of six (6) weeks following the birth of the teacher's child, providing the teacher submits a medical certificate indicating that the teacher is fit to return to work and providing that a suitable position is

available.

- 11.1.4.3 Subject to Clause 11.1.4.2, upon request, a teacher may return to duties prior to the expiration of maternity, adoption and/or parental leave of absence of fewer than thirty-seven (37) weeks in duration by providing notice in writing at least thirty (30) calendar days in advance of the return date.
- 11.1.4.4 Upon request, a teacher may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence in excess of thirty-seven (37) weeks by submitting notice in writing at least thirty (30) calendar days in advance of the return date and providing a suitable position is available.
- 11.1.4.5 A teacher who does not wish to resume employment following the scheduled maternity, adoption or parental leave must give at least thirty (30) calendar days written notice to terminate the contract of employment.

**11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)**

- 11.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.
- 11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay one hundred percent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to twelve (12) months.
- 11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve (12) months, provided the teacher repays the teacher portion of the benefit premiums.
- 11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve (12) months following the teacher's return to duty.

- 11.2.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.
- 11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.

***Effective May 1, 2019, the following clauses apply for maternity/parental/adoption leaves commencing on or after May 1, 2019 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.***

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

## **11.3 Salary Payment and Benefit Premium**

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

**11.4 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave**

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*

11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*

11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

## **12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE**

- 12.1 Teachers shall be allowed personal leave up to and including five (5) days in any one school year with the loss of substitutes' pay only, and shall be deducted full salary for days absent for personal reasons in excess of five (5) days in any one school year. *One (1) of the aforementioned five (5) Personal Leave days shall be with full pay and benefits.*
- 12.2 When taking personal leave with loss of substitute's pay, the deduction shall apply whether substitute coverage is required or not.
- 12.3 Up to two (2) days may be carried over for use by June 30 of the next school year.
- 12.4 The teacher shall advise the principal or immediate supervisor of the scheduled leave, with as much advanced notice as possible but shall endeavour to provide at least two (2) days' notice, except where emergent circumstances prevent advance notice. Such notice shall describe the measures taken to meet operational needs. It is not intended that this leave be used during Teachers' Convention or to extend holiday periods. A holiday period in this Clause shall mean any scheduled break in operational days greater than four (4).

In the event of emergent and unforeseen circumstances outside of the teacher's control or an emergent and unforeseen major family event, consideration shall be given to an application for an exception to extend a holiday period. Such an application may be made in writing to the Superintendent, Human Resources or delegated authority outlining the emergent and unforeseen circumstances. A teacher will be provided, in writing, the rationale for the denial of any such requests.

- 12.5 The School Division may limit the number of teachers granted personal leave for direct participation in or attendance at a specialist conference at the local, provincial, national or international level.

## **13. ASSOCIATION LEAVE AND SECONDMENT**

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name,*

*and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of the Local, or other Local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

13.3.1 Upon request for leave, the President, the Teacher Welfare Committee Chair and one other Local official, as designated by the Local, shall be seconded from the School Division to the Local.

13.4 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this Clause.*

## **14. OTHER LEAVES**

### **14.1 Attendance Management**

14.1.1 Teachers unable to carry on their duties, due to causes covered by the terms of the Agreement, shall give, if possible, at least two (2) hours' notice to Human Resources before school assembles, so that proper substitutes may be obtained. Before returning to duty, the absent teacher shall notify Human Resources of such intended return. If returning for the morning sessions, the notification must be given before 6:00 a.m. and for afternoon sessions, before 10:00 a.m. Failure to observe this regulation shall result in the loss to the teacher of one-half (1/2) day's salary whether the substitute teacher is required or not, provided however, at the discretion of the Superintendent of Human Resources or delegated authority, after investigations of the circumstances, the charging of a substitute teacher's salary may be waived.

14.1.2 The School Division may require a teacher who takes leave under Clauses 14.6 to 14.10 to provide evidence reasonable in the circumstances that the teacher is entitled to the leave. In the event the teacher fails to provide evidence satisfactory to the School Division, the teacher's absence will be personal leave in

accordance with Article 12.

## **14.2 General Leave of Absence**

- 14.2.1 Upon application by the teacher a general leave of absence may be granted at no cost to the School Division for a period of up to one (1) year.
- 14.2.2 Applications shall be submitted to the Superintendent of Human Resources or delegated authority by March 15th of the school year prior to the commencement of the leave, except in the event of emergent or unforeseen circumstances.
- 14.2.3 A general leave may be extended for an additional period upon written application by the teacher and upon approval by the Superintendent of Human Resources or delegated authority. Requests to extend a general leave of absence shall be submitted by February 15th of the school year of the general leave.
- 14.2.4 Should the application be refused, the applicant will be given a letter stating the reasons for refusal.
  - 14.2.4.1 Upon request, a teacher may, with prior approval of the Superintendent of Human Resources or delegated authority return to duties in advance of the scheduled return date provided a suitable position is available.
- 14.2.5 Each teacher, scheduled to return to duties at the start of the school year following a general leave of absence, shall notify the Superintendent of Human Resources or delegated authority in writing by March 15th of the previous school year confirming the teacher's decision to return to duties.
- 14.2.6 Each teacher, scheduled to return to duties at any time other than the start of a school year following a general leave of absence, shall notify the Superintendent of Human Resources or delegated authority in writing, at least sixty (60) calendar days prior to the scheduled return date confirming the teacher's decision to return to duties.
- 14.2.7 Each teacher, scheduled to return to duties following a general leave of absence granted in the event of emergent or unforeseen circumstances, shall notify the Superintendent of Human Resources or delegated authority in writing, at least thirty (30) calendar days prior to the intended return date confirming the teacher's decision to return to duties.
- 14.2.8 Teachers who fail to provide the Superintendent of Human

Resources or delegated authority with written notice of their intention to return to duties, by the relevant deadline specified in 14.2.5, 14.2.6 or 14.2.7, will be sent a letter by registered mail to an address agreed upon by the teacher and Human Resources staff at the commencement of the leave indicating that the teacher must within forty-five (45) calendar days of the date the letter is mailed advise the Superintendent of Human Resources or delegated authority, in writing, confirming the teacher's decision to return to duties on the scheduled date. A teacher who indicates an intention to resign shall provide thirty (30) days written notice of termination of contract as per section 216 of the *Education Act*.

- 14.2.9 If a teacher does not respond within the time limit specified in Clause 14.2.8 that teacher's contract of employment will be deemed to be terminated by mutual consent pursuant to section 214(2) of the *Education Act*.
- 14.2.10 A teacher granted leave shall be on leave from the school district and not from a particular position. Placement upon return from leave shall be in the position held prior to the commencement or, if not available, in a position consistent with the previous experience of the teacher or one consistent with the training gained by the teacher while on leave. The applicable salary shall be in accordance with the statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service at the time of re-commencement of duties. A teacher who held a continuing administrative designation and who received an allowance just prior to the leave shall be so designated upon return if such a position is available. Only when so designated shall the teacher receive the applicable allowance for that designation.
- 14.2.11 Increments will not be credited to a teacher for the period of the leave unless the teacher is actively engaged in teaching during the leave period and meets the requirements of the experience increment provisions as per Article 3.4 and 3.5 of this Agreement.

### **14.3 Deferred Salary Leave Plan**

- 14.3.1 The School Division in consultation with the Association shall offer to all teachers on a continuing contract a Deferred Salary Leave Plan.
- 14.3.2. A teacher granted a Deferred Salary Leave shall be on leave from the school district and not from a particular position. Placement, upon return from leave, shall be in the position held prior to commencement or, if not available, in a position consistent with the previous experience of the teacher and/or one consistent with the

training gained by the teacher while on Deferred Salary Leave.

14.3.3 It is understood that increments will not be credited to a teacher for the period of leave under this Article unless the teacher is actively engaged in teaching during the leave period and meets the requirements of the experience increments provisions as per Article 3 of this Agreement.

14.3.4 A teacher's benefits will be maintained by the School Division during their leave of absence. The teacher shall pay to the School Division the full cost of any benefit premiums paid on the teacher's behalf.

**14.4 Graduate Study Leave:** Teachers shall be granted temporary leave of absence with pay for graduate study when they are required to leave before the end of June due to enrolment at educational institutions for a program of summer study. The School Division shall be reimbursed for the cost of substitute teachers who are employed due to the absence of the applicable teachers. The costs of substitute teachers employed in these situations shall be shared by all teachers who received temporary leaves of absence under the terms of this Clause. A teacher's share of these costs is determined by the number of graduate study leave days taken by the teacher divided by the number of graduate study leave days taken by all teachers times the total actual cost of substitute teachers employed in these situations.

#### **14.5 Leave for Child's Arrival**

14.5.1 Upon request, a teacher shall be granted up to three (3) days leave with pay on the occasion of the birth of the teacher's child. These days must be taken within two (2) weeks of:

- a) the date of the birth
- b) the day the child is released from the hospital
- c) the day the mother is released from the hospital
- d) the day the child is placed for adoption (note, these days are not in addition to those available under 11.1.2.1)

The teacher may choose to take the days consecutively or separately.

14.5.2 Adoption: A teacher may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption and receipt of a child.

## **14.6 Compassionate Leave**

14.6.1 Leave is granted with respect to major surgery, critical illness or death of a near relative. For the purpose of this Article, the term “near relative” shall be defined as the spouse of the teacher (including common-law spouse as documented in the employee’s personnel record with the School Division), and the grandparents, parents, brothers, sisters, children, and grandchildren, step children, step parents and step grandparents (and their respective spouses) of the teacher and of the teacher’s spouse (including common-law spouse as documented in the employee’s personnel record with the School Division), member of the teachers’ household and such other persons as the Chief Superintendent of Schools, or delegated authority of the Chief Superintendent, specifies.

14.6.1.1 In the event of major surgery or critical illness of a near relative or other family emergency, a teacher shall be granted a maximum of five (5) days leave of absence with pay. For the purpose of this Clause, “major surgery” shall be defined as a surgical procedure that involves general anaesthesia, spinal anaesthesia or respiratory assistance. For the purpose of this Clause, “critical illness” shall be defined as a medical condition with a significant risk of death within twenty-six (26) weeks. For the purpose of this Clause, a family emergency shall be defined as an urgent and unforeseen requirement to attend to the care or health of a near relative. Additional leave may be granted, when at the discretion of the Chief Superintendent of Schools or delegated authority, circumstances warrant.

14.6.1.2 Teachers attending the funeral of a near relative shall be allowed up to four (4) days leave with pay. Where the teacher does not attend the said funeral, reasonable leave may be allowed at the discretion of the Chief Superintendent of Schools or delegated authority.

**14.7 Quarantine Leave:** A teacher, who is quarantined by order of the Medical Officer of Health for the City, or by a Provincial authority, shall be granted leave with pay if the absences for quarantine are certified by such qualified Medical Officer.

## **14.8 Graduation, Convocation and University Exams**

14.8.1 Attendance at the teacher’s spouse’s or teacher’s child’s senior high school graduation: one (1) full day with pay

14.8.2 Attendance at the teacher's, teacher's spouse's or teacher's child's convocation ceremonies: one (1) full day with pay

14.8.3 Teachers may be provided leave with pay in order to write university exams for courses in which they are enrolled.

**14.9 Court Appearance Leave:** Teachers shall be granted temporary leave of absence with pay when summonsed or subpoenaed to attend court for the purpose of jury or witness duty or to attend an inquest. Any monies received for the aforementioned duties less actual expenses shall be remitted by the employee to the School Division.

**14.10** A teacher is entitled to leave with full pay for religious holy days the observance of which is a reasonable expectation of the religious faith and precludes the teacher from working. It is the teacher's responsibility to advise the Principal or supervisor of the upcoming religious holy days preferably at the start of each school year or upon commencement of duties if after the start of the school year but at least two (2) weeks in advance. The teacher, Association and the School Division recognize their duties in accommodating requests for religious holy day leave.

**14.11 Without Pay:** Teachers may be granted temporary leave of absence without pay after submitting written application to the Superintendent of Human Resources or delegated authority.

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

**14.13 Secondment**

14.13.1 Teachers seconded from the School Division shall be subject to the following provisions. The teacher shall be entitled to experience increments for each year of the secondment. The teacher shall be listed as a member of the School Division teaching staff. The teacher shall receive their salary from the School Division according to the Collective Agreement and with the exception of Clauses 17.6 and 8.1.1 shall be subject to its provisions. The rights and privileges of such group plans as specified in the Collective Agreement shall be maintained and continued as for other teachers. All normal deductions (such as pension, income tax, professional fees) shall be maintained as for any other teacher. The teacher shall retain such seniority on the School Division staff as has been established prior to being seconded.

14.13.2 Placement immediately after the period of secondment shall be in the position held prior to the commencement of leave or, if not available, in a position consistent with the teacher's previous experience. A teacher who held a continuing administrative

designation and who received an allowance as per Article 4 of this Agreement shall be so designated upon return and shall receive the applicable allowance for that designation. Where that designation is not available, the teacher shall retain that designation and applicable allowance and shall be placed in the first suitable position available.

**14.14 Reservist Leave:** A teacher who has completed twenty-six (26) weeks of continuous service may apply for a leave of absence as a Reservist and be granted a leave pursuant to Article 14.2 and in accordance with the *Employment Standards Code*. Consideration may be given to teachers with less than twenty-six (26) weeks of continuous service.

**14.15 Extended Parental Leave:**

14.15.1 Upon request, a teacher shall be provided with an extension to parental leave. The extended parental leave shall not exceed the balance of the school year in which the original parental leave commenced, plus the following school year.

For the portion of the Extended Parental Leave that is outside of the maximum 62 weeks of statutory parental leave, the provisions of Article 11.4 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave shall not apply. Benefits may be continued at the cost of the teacher.

14.15.2 For a teacher who has not accessed maternity leave or adoption leave as per clause 11.1.3.2, upon request, the teacher shall be provided with an extension of parental leave. The extended parental leave shall not exceed the balance of the school year in which the original parental leave commenced plus the following school year.

**15. CENTRAL GRIEVANCE PROCEDURE**

**15.1 *Effective until April 30, 2019, this procedure applies to differences:***

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
  - b) The central item or items relevant to the difference,*
  - c) The central item or items and the non-central item or items, where the difference involves both, and*
  - d) The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*

- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the collective agreement.*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
- b) *Any affected School Division.*

- c) *Teachers covered by the collective agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*

- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the School Division of Directors of TEBA.*
  - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
  - b) *The central item or items relevant to the difference,*
  - c) *The central item or items and the non-central item or items, where the difference involves both, and*
  - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*

15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

*(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*

15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

- a) An affected School Division rectify any failure to comply with the Collective Agreement;*
- b) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.17 *The award of the Arbitration Board is binding on:*

- a) TEBA and the Association.*
- b) Any affected School Division.*
- c) Teachers covered by the Collective Agreement who are affected by the award.*

15.18 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

15.19 *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

## 16. LOCAL GRIEVANCE PROCEDURE

- 16.1 Where a difference arises between the parties to or persons bound by this collective agreement as to the interpretation, application, operation or contravention, or alleged contravention of this agreement, or as to whether such difference can be the subject of arbitration, the Association, or the School Division shall have the right to present a grievance. All such grievances must be presented in writing and shall set out the nature of the difference, the article(s) of the agreement which has allegedly been violated and the remedy sought. A grievance shall not be defeated solely because it fails to cite an article, cites an incorrect article of this Agreement, or seeks an inappropriate remedy.
- 16.1.1 Any individual grievance filed by a teacher must be submitted to Superintendent of Human Resources or delegated authority with a copy to the President of the Local within fifty (50) working days of the date the teacher first knew of the alleged violation or misapplication. An Association or School Division grievance must be submitted to the other party within fifty (50) working days of the date the Association or the School Division first knew of the alleged violation or misapplication. Failure to submit a grievance within the time limits specified shall render the grievance inarbitrable. The Grievance Committee may formally consider a grievance which has been submitted beyond the fifty (50) day time limit for grievances, when the Committee decides to do so.
- 16.2 Upon receipt of the grievance, the recipient of the grievance will schedule a meeting within ten (10) working days or such later date as is mutually agreeable, for the parties to meet and endeavour to resolve the difference set forth in the grievance. Within five (5) working days of the meeting, the recipient of the grievance shall provide a written response to the grievance.
- 16.3 If the grievance is denied, the teacher or Association may, within fifteen (15) working days of receipt of the grievance response, submit the grievance in writing to the Superintendent of Human Resources or delegated authority requesting consideration of the grievance by the Grievance Committee. Failure to advance a grievance within the time limits specified shall render the grievance null and void.
- 16.4 A grievance committee, consisting of the Superintendent of Human Resources or delegated Director and one other Superintendent or delegated Director shall meet as necessary. At least one member of the Grievance Committee shall possess a valid Alberta teaching certificate.
- 16.5 When the Grievance Committee receives notice of the submission of a grievance, it shall provide an opportunity for the teacher and a representative(s) of the Association and School Division administration to be

heard and shall render a decision within twenty-one (21) working days following the receipt of such notice. The Grievance Committee shall dispose of each grievance before proceeding to another, except where the hearing of such a grievance is adjourned for the purpose of obtaining further information.

- 16.6 The Grievance Committee shall forward the Committee's decision to the submitting party, in writing, with copies to the Chief Superintendent of Schools and the President of the Local. When a grievance is denied, the reasons for the denial shall be made known to the submitting party in writing.

### **Arbitration**

- 16.7 If the Grievance Committee does not reach a decision, or the grievance is denied by the Committee, either party to this collective agreement may request arbitration by written notice served on the other party within ten (10) working days after the date on which the decision was rendered by the committee or within ten (10) working days after the expiration of the said period of twenty-one (21) working days specified in Clause 16.5, whichever is shorter. If such notice is not served within the time limits specified in this Clause, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the arbitration hearing. Such notice shall contain a statement of the nature of the grievance.
- 16.8 A single arbitrator shall be appointed. Should the parties be unable to agree to the single arbitrator, either party may request the Director of Mediation Services to select the single arbitrator.
- 16.9 At the request of either party, an arbitration board shall be substituted for the single arbitrator. Where an arbitration board is used, each party shall appoint one (1) member as its representative on the arbitration board within seven (7) working days of such notice as specified in Clause 16.7 and the two (2) members so appointed shall endeavour to select an independent chair.
- 16.10 If the two (2) members fail to select a chair within seven (7) working days after the day on which the last of the two (2) members is appointed, either party may request the Director of Mediation Services to select a chair.
- 16.11 The single arbitrator or arbitration board shall determine their own procedure and shall give full opportunity to all parties to present evidence and to be heard.
- 16.12 The single arbitrator or arbitration board shall not change, modify nor alter any of the terms of this Agreement, nor shall the arbitrator or arbitration board make a decision which is contrary to the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under

this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by, or not arising during the term of this Agreement.

- 16.13 The single arbitrator or arbitration board shall give a decision not later than fourteen (14) working days after the appointment of the single arbitrator or the arbitration board chair except that with the consent of both the Association and the School Division, such limitation of time may be extended. The findings and decisions of a single arbitrator or a majority of the members of the arbitration board shall be the findings and decisions of the single arbitrator or arbitration board and shall be binding on the parties. If there is no majority, the decision of the chair shall be the decision of the arbitration board.
- 16.14 Each party to the grievance shall bear the expense of its respective nominee and the two (2) parties shall bear equally the expenses of the chair or single arbitrator.
- 16.15 Where any references in this Article are to a period of working days, such a period shall be exclusive of Saturdays, Sundays, statutory holidays and summer vacation.
- 16.16 By mutual agreement between the School Division and the Association, notwithstanding Clause 16.3, a grievance may be advanced to arbitration within fifteen (15) working days of receipt of the grievance response in Clause 16.2.
- 16.17 By mutual agreement between the School Division and the Local any of the dates contained in this Article may be extended.

## **17. EMPLOYMENT**

### **17.1 Job Postings**

- 17.1.1 Vacancies in administrative positions created by temporary absences may be filled on an acting basis.
- 17.1.2 Teachers with acting designations are eligible to apply for available administrative positions.

### **17.2 Information and Files**

- 17.2.1 Upon request, all new appointees to the teaching staff shall submit:
- 17.2.1.1 A valid Alberta teaching certificate or letter of authority
  - 17.2.1.2 A birth certificate

- 17.2.1.3 A medical certificate of sound health on a form provided by the Chief Superintendent of Schools or delegated authority
  - 17.2.1.4 Proof of previous teaching experience from previous employer(s),
  - 17.2.1.5 Evidence of teacher qualifications in the form of a TQS evaluation, and
  - 17.2.1.6 Any other information which may be required for official record purposes.
- 17.2.2 Teachers who change their names during the school year shall provide Human Resources with appropriate evidence (e.g. copy of marriage certificate, at the time of request for change). Data must be submitted promptly, especially when a change in teaching certificate is applicable.
- 17.2.3 The School Division will endeavour to provide a contract of employment to each teacher prior to the teacher commencing duties. Each teacher will endeavour to sign and return said contract within twenty-four (24) hours of receipt. The School Division shall ensure an electronic copy of the current Collective Agreement is available to all teachers.

### **17.3 Promotion**

- 17.3.1 Seniority will be considered along with other factors in determining promotions but on no account will be considered the most important factor.
- 17.3.2 Seniority will have greater weight when comparing persons with relatively little service than when comparing persons with many years of service. All persons with twenty (20) years or more service will generally be considered to have equal seniority.
- 17.3.3 Total teaching experience will be considered as a factor in determining promotions.
- 17.3.4 Nothing herein shall in any way restrict the School Division from making promotions based on ability and merit.

### **17.4 Transfers**

- 17.4.1 When a teacher is transferred pursuant to Section 119 of the *Education Act*, or any enactment substituted therefore, the Chief Superintendent of Schools, or the delegated authority, shall, upon

written request of the teacher, give, in writing, the School Division's reason or reasons for the transfer.

## **17.5 Reduction of Teaching Staff**

- 17.5.1 In the event that a reduction in teaching staff is necessary, the School Division will seek to effect this reduction through attrition.
- 17.5.2 Where a reduction in teaching staff and system program cuts cannot be achieved by attrition, system seniority will be the sole determining factor.
- 17.5.3 Teachers subject to termination shall be offered involuntary leave based on the agreement between the Association and the School Division included as Appendix "C".
- 17.5.4 Teachers shall be offered involuntary leaves based on seniority. Those teachers who choose not to accept an involuntary leave shall be terminated in accordance with School Division policy and the *Education Act*. Employees who take the involuntary leave shall be eligible for recall based on field of employment (as determined by Staffing) and secondly on seniority within the field of employment. Refer to Appendix "C" of this agreement for guidelines relating to involuntary leaves.

## **17.6 Seniority**

- 17.6.1 The following types of service with the School Division will be used to calculate system seniority for teachers on a continuing contract of employment:
  - 17.6.1.1 All broken or continuous service covered by this collective agreement while teaching on continuing, interim, temporary or probationary contracts of employment
  - 17.6.1.2 Substitute teaching and/or Adult Academic Program teaching
  - 17.6.1.3 Paid sick leaves
  - 17.6.1.4 Professional improvement leaves and/or fellowships
  - 17.6.1.5 Maternity and/or adoption leaves, each of up to six (6) months
  - 17.6.1.6 Exchange teaching and/or service provided as university associate and/or while on secondment to other

organizations

17.6.1.7 Association duty and/or Department of National Defense (DND) service and/or jury duty

17.6.1.8 Authorized leaves of thirty (30) working days or less.

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

- 17.6.2 For positions requiring a journeyman's ticket, private sector experience as outlined in Article 3.5, shall be used to calculate additional seniority while employed in such a position.
- 17.6.3 In the event of a tie, any teaching service within Canada that requires a teaching certificate as a condition of employment shall be counted for seniority.
- 17.6.4 The School Division will undertake to produce a system seniority list of all teachers covered by this collective agreement. A copy will be given to the Local. Upon request, individual teachers will receive a statement of accumulated system seniority (years plus months). Teachers will be expected to verify the accuracy of these statements.
- 17.6.5 Where agreement cannot be reached regarding the accuracy of an employee's system seniority statement, the employee has the right to appeal under the provisions of Article 16 of this collective agreement.
- 17.6.6 Where system seniority is a consideration, the definition of seniority in Clause 17.6.1 will be used.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized hereunto, the day and year first above written.

Signed, Sealed and Delivered  
In the presence of

The Board of Trustees of The Calgary  
Board of Education

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Corporate Secretary

The Alberta Teachers' Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Associate Coordinator, Teacher Welfare

**Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining- NEW – Effective October 11, 2018**

1. *Scope*

*TEBA and the Association agree to form a committee which will assist in the transition from central to local bargaining. This committee will be available to:*

- a) Assist in resolving differences arising from the local bargaining process where the parties to the collective agreement disagree about whether a particular matter is a local matter;*
- b) Clarify the understanding of the Association and TEBA regarding central table provisions; and,*
- c) Advise on the production and revision of collective agreements.*

2. *Structure*

- a) The committee will meet as necessary at times determined by the Association and TEBA.*
- b) The Association and TEBA shall each bear the cost of their participation in this committee.*
- c) The Association and TEBA will each appoint three (3) representatives to the committee.*
- d) The committee will be chaired jointly.*

3. *Process*

- a) Where the Association, TEBA, or a School Division have a difference in interpretation of the central and local matters placement list, or where a mediator appointed to support local parties in local bargaining seeks clarification, the difference may be referred in writing to the Transition Committee through the joint chairs.*
- b) The Transition Committee shall meet to determine the matter and will communicate their decision in writing to the parties of the collective agreement, and mediator where applicable.*
- c) In circumstances when the Transition Committee is unable to agree on a determination under clause 1(a) of this Letter of Understanding, the Association and/or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

4. *The Association and TEBA may jointly, or independently, issue communication to clarify understanding arising from the operation of the Transition Committee.*

*Signed by the parties on October 11, 2018.*

**New Letter of Understanding #2 – Trial Expedited Arbitration Process for Differences Arising from the Interpretation or Application of the “2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement” NEW – Effective October 2, 2018**

1. Scope

*Where the parties are unable to resolve a difference arising from the interpretation or application of the 2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement, TEBA or the Association may refer the difference to the following expedited arbitration process. For the purposes of this process, the arbitrator derives its authority from the Alberta Arbitration Act. Nothing in this process restricts either TEBA or the Association from referring any matter to the Alberta Labour Relations Board.*

2. Process

- a) *The parties shall first raise the difference at a meeting of the Association and TEBA Transition Committee prior to initiating this process.*
- b) *The difference shall be referred to one of the following arbitrators:*
  - i. *Mark Asbell*
  - ii. *David Jones*
  - iii. *Lyle Kanee*

*Where the parties cannot agree on an arbitrator, one of the above named will be chosen at random.*

- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*

- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

*This trial process shall take effect as of the date of signing and shall expire and have no further force and effect once all of the collective agreements commencing September 1, 2018 between the Association and School Divisions have been ratified.*

*Signed by the parties on October 2, 2018.*

**New Letter of Understanding #3 – Teachers with Designations: Allowances and Titles**

*This Letter of Understanding reflects a commitment between TEBA and the Association and is unenforceable under this Collective Agreement. This is provided in the Collective Agreement for information purposes only.*

*TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to review the allowances and titles of school and jurisdiction based leaders in the bargaining unit, in the context of their duties and responsibilities.*

*Boards will provide to the committee job descriptions and other relevant employment documents requested by the committee. The committee will provide a report to TEBA and the Association in order to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of this agreement and the committee shall commence its work within sixty (60) days after ratification of central terms.*

**New Letter of Understanding #4 – Distributed Education Teachers Conditions of Practice**

*This Letter of Understanding reflects a commitment between TEBA and the Association and is unenforceable under this Collective Agreement. This is provided in the Collective Agreement for information purposes only.*

*TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to study distributed education (e.g. online, blended learning, and alternative delivery) teachers' conditions of practice and provide a report to TEBA and the Association in time to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of central terms.*

### **New Letter of Understanding #5 – Wellness Spending Account (WSA)**

*Where WSAs exist, the WSA may be used for:*

- *health support, fitness and sports activities and equipment expenses that support the overall well-being and physical health of the teacher and their dependents; and,*
- *family expenses that support the teacher's dependents (such as child and elder care programs and activities).*

*TEBA and the Association agree that teacher professional development is not an appropriate use of WSA funds.*

*This Letter of Understanding in no way commits School Divisions or teachers to establish WSAs. The decision to split existing Health Spending Accounts (HSA) into combined HSA/WSAs is subject to local negotiations.*

### **Letter of Understanding #6: Salary Adjustments**

*The parties agree that the determination of adjustments to the salary grids for the term of the collective agreement shall be referred to voluntary binding interest arbitration, subject to the following conditions:*

- 1. The only matters subject to arbitration shall be general increases to the salary grids, and will not include other rates of pay, allowances and substitute teacher daily rates of pay.*
- 2. Notwithstanding provision 1, should a general increase result from this Letter of Understanding, other rates of pay, allowances and substitute teacher daily rates of pay will be adjusted by the same rates.*
- 3. For the term of this Collective Agreement, the minimum principal allowance shall not be subject to the grid increases.*
- 4. After May 1, 2019 either party may give written notice to the other party of its desire to submit resolution of the salary adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and David Jones, Q.C. as Chair, or another mutually acceptable chair.*
- 5. If the parties are unable to agree on an alternate chair, application will be made to the Director of Mediation Services for appointment of a chair.*
- 6. The arbitration hearing shall be held by no later than September 30, 2019.*
- 7. In reaching its decision, the arbitration panel shall consider the matters identified in section 101 of the Alberta Labour Relations Code.*

*There shall be no retroactivity of salary increases prior to April 1, 2019.*

*In accordance to Section 3(a) of the Public Sector Wage Arbitration Deferral Act that took effect on June 28, 2019, section 6 of this letter of understanding shall be amended to read as follows:*

*The arbitration hearing shall be held by no later than December 15, 2019.*

**Letter of Understanding #7: Vacation and General Holiday Pay Claims**

*The Association agrees that no claim will be advanced for vacation pay or general holiday pay for any period of time before or during the term of this collective agreement, except as otherwise provided in Article 5.1. This letter of understanding will expire on August 31, 2020.*

## **Letter of Understanding #8 – Right to Disconnect**

*TEBA and the Association agree to a pilot project to be conducted during the 2019-20 school year in Boards that, together with their related Association bargaining units, volunteer to participate.*

*The purpose of this project is to pilot practices for clarifying when it is appropriate for staff to send and review electronic communications.*

- 1. Interested School Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
- 2. TEBA and the Association will encourage participation in this project among School Divisions and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the School Division and related Association bargaining unit.*
- 4. Each participating School Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the School Division, the steering committee may include other staff groups in the project.*
- 5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
- 6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
- 7. Each project plan should include:*
  - A commitment to support staff health and wellness.*
  - A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
  - A plan for dealing with emergencies and exceptions.*
  - A plan for communication to staff and stakeholders of the project plan.*
  - An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
- 8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
- 9. The pilot project will conclude on August 31, 2020.*

***Letter of Understanding #9 – Retired Teachers Appointed to Administrative, Supervisory or Consultative Positions***

*Between*

*The Board of Trustees of the Calgary Board of Education*

*And*

*The Association*

*When the School Division employs a retired teacher to occupy a vacancy that is expected to be less than twenty (20) consecutive teaching days in duration and the teacher is designated to an administrative, supervisory, or consultative position, the parties agree to the following:*

- 1. The teacher shall be paid 1/200th of the annual salary in Article 3 for each day of work.*
- 2. The teacher shall be paid 1/200th of the annual allowance in Article 4 for each day of work, based on the administrative, supervisory, or consultative position the teacher is designated to perform.*
- 3. Should a teacher be unable to work as a result of an injury sustained while performing their duties for the School Division, the teacher shall be paid an amount of money equal to the per diem rate specified in this letter up to a maximum of twenty (20) consecutive teaching days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician who is acceptable to the School Division. Upon receiving written verification of this injury causing the absence from work, the School Division shall pay for the cost of completing the necessary documentation up to the maximum amount specified in the Alberta Medical Association guidelines.*
- 4. The provisions of the Collective Agreement are not applicable to teachers employed pursuant to this letter of understanding, except as specifically stated above. Where a difference arises between the parties to or persons as to the interpretation, application, operation or contravention, or alleged contravention of this letter of understanding, or as to whether such difference can be the subject of arbitration, the Association, or the School Division shall have the right to present a grievance in accordance with Article 16 of the Collective Agreement.*

## **Letter of Understanding #10 – Parking Fees**

Between

The Board of Trustees of the Calgary Board of Education

And

The Association

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

The School Division agrees that available, unserviced parking will be assigned to teachers without charge.

## Letter of Understanding #11 –eLearn Teachers

Between

The Board of Trustees of the Calgary Board of Education

And

The Association

1. Effective the date of ratification of this agreement, one (1) Full Time Equivalent (FTE) assignment for instructional time for teachers who provide instruction in an online environment shall be up to 117 active students.
  - 1.1 A student's active status shall be determined by the teachers' and administrators' discretion based on the following criteria: unexplained inactivity, lack of participation, failure to respond to multiple teacher contacts.
2. Using the Staff Involvement In School Decisions process, a teacher may, at any time, request consideration be given to reducing the number of students. Conversations may include, but are not limited to, the following factors: number of students enrolled, number of active students, assessment requirements, impact of continuous enrolment numbers, number of courses assigned to the teacher, level of shell design/development required, complexity of subject material, teacher deployment across multiple subject areas, length of time between course starting and scheduled end date, grade level and class composition and student complexity.
3. A maximum of six (6) hours per week, averaged over the school year, may be assigned to non-instructional tasks.
4. The parties shall jointly review the operation of this letter and report back to their respective parties prior to September 30. In order to complete this review, the School Division will provide to the Association for 2018/19 and 2019/20 the following:
  - a. The total number of students assigned to each teacher per year
  - b. The total number of students declared inactive each year
  - c. The number of courses taught per teacher
  - d. The number and timing of student Intakes per year and by course
  - e. Other student enrollment data the parties agree is relevant

## **New Letter of Understanding #12: Establish a Working Conditions Committee**

Working Conditions Committee – The parties agree to form a committee to analyze the working conditions of teachers within the CBE. The committee shall include 4 representatives from the *School Division*, and 4 representatives from the Association Local 38. The intent of the committee will be to review current practice and reporting expectations, technology usage and teacher work/life balance. Such committee shall meet at least four times a year.

## **Appendix “A” – Recognition of Non-University Courses for Salary Purposes**

To the Agreement between

The Board of Trustees of the Calgary Board of Education

And

The Association

### **1. Recognition of Non-University Courses for Salary Purposes**

- 1.1 Teachers shall be permitted to retain previously granted credits.
- 1.2 Credits for Calgary Board of Education In-Service Courses shall be recognized for purposes of transfer to salary categories “C” and “D” on the basis of one (1) course being regarded as the equivalent of one-half (1/2) of a standard university course.
  - 1.2.1 Credit for transfer to Category “D” shall be limited to the equivalent of one (1) university year.
- 1.3 Teachers shall be allowed one (1) year of additional education upon the provision of evidence of an L.T.C.L., A.T.C.L., A.R.C.T., A.M.R.C., A.T.C.M., L.R.S.M., A. Mus. U.A., A. Mus. U.S., or A. Mus. U.M. music diploma, provided that:(1) music shall form part of the teaching or supervisory program of the teacher or be included in assignments beyond the specific class to which the teacher is assigned and (2) the requirements of the diploma are not being counted in any other way for salary purposes.
- 1.4 In-Service Courses shall mean those courses which are approved as such by the Chief Superintendent of Schools.

## **Appendix “B” – Evaluation For Teachers With Administrative Designations Purpose**

Letter of Agreement

Between

The Board of Trustees of the Calgary Board of Education

And

The Association

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

### **GUIDELINES**

1. These guidelines will read and apply in a manner consistent with the *Education Act*.
2. The evaluation of teachers with administrative designations is intended to promote continuous growth and achieve and maintain accountability for quality performance.
3. Appointments to administrative designations are based on the teacher’s professional performance.
4. Assessment by the Chief Superintendent of Schools or delegated authority will be conducted according to the rules of natural justice. The concepts of fairness and natural justice are fundamental to an effective performance evaluation process and insure that:
  - employees have a right to be heard, and
  - the evaluation process is free from bias.

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

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

## **CRITERIA**

1. The evaluation of job performance shall be based upon achievement of system, school and unit goals and objectives, as well as professional obligations as defined in the following documents:
  - *Education Act*
  - Chief Superintendent's Administrative Regulations
  - School Division position descriptions
  - Association Code of Professional Conduct
  - Desired expectations for performance in both processes and tasks consistent with system, school and/or department strategic plans
  - Leadership expectations described by the School Division's Leadership Centre

## **PROCESS**

1. A Director will be responsible for summative evaluations.
2. Evaluators will be certificated personnel with administrative responsibility for the administrator being evaluated.
3. Feedback based on job performance and developmental work will be provided.
4. The evaluation shall reflect the criteria under which the evaluatee accepted the position, however, at the completion of an evaluation or at any time by mutual agreement, the job description may be changed and subsequent evaluations shall reflect that changed job description.

## **Appendix “C” – Offer of General Leave of Absence**

To the Agreement between The Board of Trustees of the Calgary Board of Education  
And  
The Association

For the purpose of avoiding termination of contract teachers, the School Division and the Association agree as follows:

### **1. OFFER OF GENERAL LEAVE OF ABSENCE**

- 1.1 Teachers identified for termination pursuant to Clause 17.5 by the School Division, will be placed on involuntary leave of absence without compensation under particular circumstances as outlined by this document.
- 1.2 This leave offer is open only to the teachers identified for termination including those teachers referred to in section 5.2 of this document. No substitutions will be permitted.
- 1.3 This leave offer is open for a two week period from the date of offer unless the parties to this agreement agree to extend the time lines.
- 1.4 The general leave of absence for each teacher takes effect on the day following the last day of the school year in which the teacher is being terminated.
- 1.5 Benefits under the current collective agreement continue until August 31 of the year in which the teacher is being terminated. As of September 1 of the same year, the teacher on leave may purchase regular benefits, except Extended Disability, through the School Division at full cost.
- 1.6 There shall be no restrictions of any kind on the activity the teacher may undertake while on leave including full or part-time employment of any type with the School Division or any other Board or any other employer.
- 1.7 Teachers declining this offer of a leave of absence will be subject to termination with the opportunity to appeal any decision by the School Division to the Board of Reference.

### **2. RECALL**

- 2.1 The School Division undertakes that every teacher granted a leave of absence pursuant to this agreement shall be offered recall to duty for a period of two (2) years.

### **3. THE RECALL PROCESS AND SCHEDULING**

- 3.1 Teachers who have accepted a leave of absence under this plan shall be identified on recall lists according to their initial hiring position with the School Division.
- 3.2 Teachers shall be ranked on a particular list according to seniority and tie breakers as already established by the collective agreement in Clauses 17.6.1 and 17.6.3.
- 3.3 A teacher may opt to, by submitting a request in writing to Staffing at time of acceptance of the leave, add their name to a second list. Placement on the second list will be conditional upon the School Division determining the employee's proven competence (experience and/or training within the past five (5) years).
- 3.4 A teacher may not be on more than two (2) recall lists.
- 3.5 **CATEGORIES FOR RECALL**  
Recall is based on a teacher's full time and part time status at the commencement of leave under this appendix and then on the basis of the following categories:
  - Elementary—Kindergarten
  - Elementary—grades 1–6
  - Junior High—grades 7–9
  - Middle School—grades 4–9
  - System Classes—special education
  - Senior High—grades 10–12
- 3.6 Beginning with the end of the staffing process or July 4 of the year in which the teacher has been placed on leave, whichever comes first, the Staffing Department, Human Resources, will recall to duty the teacher most senior on the appropriate list to fill every teacher vacancy which is identified. Once an offer of recall is made to a teacher, the teacher must accept such offer or lose all other recall rights.
- 3.7 This process will be followed for each vacancy until each teacher on each list has been recalled to duty or has relinquished the leave of absence and resigned.
- 3.8 Teachers recalled for permanent positions September 1 of any school year will be expected to assume the position regardless of the location or level, so long as the assignment is consistent with the teacher's placement on the recall list. Failure to accept assignment except for reasons of health attested

to by a physician constitutes a resignation from the service of the School Division.

- 3.9 Teachers recalled for, and accepting, permanent positions during the school year, may request a reasonable delay (up to thirty (30) calendar days) in assuming the assignment to make necessary personal arrangements.
- 3.10 Teachers recalled for temporary assignments may accept or decline such assignments without affecting future recall rights. Teachers recalled for a permanent position on a date other than the beginning of the school year may decline such a position. In the latter case, the teacher becomes eligible for recall only for the beginning of the school year.
- 3.11 If there is no teacher on the recall list for a particular subject or position, or if all teachers on the list have declined to accept the assignment, the Staffing Department will fill the position according to the School Division practice or policy.
- 3.12 Teachers recalled for part-time temporary assignments or part-time continuing assignments, will not be considered for full-time assignments that come up during the term of the assignment, but shall retain their place on the recall list and may be recalled to full-time duty at the beginning of the school year or at the end of the temporary part-time assignment.

#### **4. RIGHTS AND OBLIGATIONS**

- 4.1 Teachers on leave may participate in the benefit plans according to section 1.5 above.
- 4.2 Upon recall, teachers resume their tenured status with the seniority as of the date of commencement of their leave.
- 4.3 Teachers on leave are required to file with the School Division an accurate and updated record of their address and telephone number.

#### **5. OTHER PROVISIONS**

- 5.1 This agreement is entered into freely by the parties solely for the purposes expressed in this document and for no other purposes.
- 5.2 Teachers who receive termination notices due to over staffing are also entitled to apply to participate in this leave of absence plan.
- 5.3 Teachers taking advantage of 5.2 will withdraw any appeal to the Board of Reference arising from their termination of employment and the School Division will rescind the motion terminating each such teacher's employment.

- 5.4 Teachers declining leave under this agreement are not subject to recall except as decided through the appeal process.
- 5.5 It is the intention of the parties that disputes arising from the application of this agreement shall be resolved through the use of a single arbitrator whose costs shall be borne jointly by the two (2) parties- Association and the School Division. The arbitrator shall be selected jointly by the Association and the School Division within three (3) working days of a dispute arising and the arbitrator shall make a ruling within seven (7) working days of accepting the assignment.