

# **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 CALGARY SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2020, to AUGUST 31, 2024**



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This collective agreement is made this 1st of February 2024 between The Calgary School Division (“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 Teaching Profession Act, the Employment Standards Code, the Occupational Health and Safety Act and the Labour Relations Code.*

*Effective June 10, 2022, WHEREAS the Teachers’ Employer Bargaining Association (TEBA) and the Association recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.*

**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 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(s)

1.3. *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**

- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer 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 School Divisions 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:**

- 1.10.1.1. The School Division and the 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 collective 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, which may include the discussion of cultural provisions as related to the school calendar.
- 1.10.2.2. The parties agree that the 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 Association Local 38, at least one (1) of whom shall be an elected member of the Association Local 38 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 collective agreement.

**1.10.3. Sick Leave Committee:**

1.10.3.1. The parties agree to form a committee to analyse the use and implementation of sick leave. The committee shall include four (4) representatives from the School Division and four (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 (4) times a year.

**1.10.4. Professional Development Funding Committee:**

1.10.4.1. 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 collective agreement. The committee shall include three (3) representatives from the School Division and three (3) representatives from Association Local 38.

1.11. *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, 2020, to August 31, 2024. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2024.*

**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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 June 9, 2022)**

- 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<sup>st</sup> and March 31<sup>st</sup>, 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 (5) 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 30<sup>th</sup> 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<sup>th</sup>;*
  - 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
  - 2.8.2.3. *Most recent School Division financial statements;*
  - 2.8.2.4. *Total benefit premium cost;*
  - 2.8.2.5. *Total substitute teacher cost; and,*
  - 2.8.2.6. *Total allowances cost.*

**2.8. Provision of Information (Effective June 10, 2022)**

- 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*

*twice each year no later than October 31<sup>st</sup> and May 31<sup>st</sup>, a common report, in a format established by TEBA, with a list of School Division employees who are members of the Association and include the following items for each teacher:*

- 2.8.1.1. Name;*
- 2.8.1.2. Certificate number;*
- 2.8.1.3. Home address;*
- 2.8.1.4. Personal home phone number;*
- 2.8.1.5. The name of their school or other location where employed;*
- 2.8.1.6. Contract type;*
- 2.8.1.7. Full time equivalency (FTE); and,*
- 2.8.1.8. Salary grid placement.*

*Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) 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 30<sup>th</sup> but no later than the last operational day in December:*

- 2.8.2.1. HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. Most recent School Division financial statements;*
- 2.8.2.3. Total benefit premium cost;*
- 2.8.2.4. Total substitute teacher cost;*
- 2.8.2.5. Total principal / assistant principal allowance cost;*
- 2.8.2.6. Total other allowance cost; and,*
- 2.8.2.7. Notwithstanding the timeline set out in Clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31<sup>st</sup>.*

### **3. SALARY**

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

- 3.1.1. The School Division shall pay each teacher one-twelfth (1/12<sup>th</sup>) of each teacher's annual salary on the third (3<sup>rd</sup>) last school day of each month except June, July, and August. Two (2) payments will be made on the third (3<sup>rd</sup>) last*



school day of June and one (1) payment on the third (3<sup>rd</sup>) 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 Teacher Qualification Service (TQS) and years of teacher experience:

### 3.2.3. Salary Grids

3.2.3.1. Effective until June 9, 2022

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

3.2.3.2. Effective June 10, 2022, 0.50% increase.

Years of Teacher Experience	Years of Post Secondary Education		
	Four	Five	Six
0	\$ 59,349	\$ 62,827	\$ 66,807
1	\$ 62,827	\$ 66,312	\$ 70,282
2	\$ 66,312	\$ 69,794	\$ 73,767
3	\$ 69,794	\$ 73,265	\$ 77,246
4	\$ 73,265	\$ 76,742	\$ 80,721
5	\$ 76,742	\$ 80,230	\$ 84,208
6	\$ 80,230	\$ 83,709	\$ 87,686
7	\$ 83,709	\$ 87,188	\$ 91,163
8	\$ 87,188	\$ 90,674	\$ 94,641
9	\$ 90,674	\$ 94,149	\$ 98,129
10	\$ 94,382	\$ 97,859	\$ 101,838

\*Salary adjustments also apply to allowances and daily rates of substitute teachers.

3.2.3.3. Effective September 1, 2022, 1.25% increase.

Years of Teacher Experience	Years of Post Secondary Education		
	Four	Five	Six
0	\$ 60,091	\$ 63,612	\$ 67,642
1	\$ 63,612	\$ 67,141	\$ 71,161
2	\$ 67,141	\$ 70,666	\$ 74,689
3	\$ 70,666	\$ 74,181	\$ 78,212
4	\$ 74,181	\$ 77,701	\$ 81,730
5	\$ 77,701	\$ 81,233	\$ 85,261
6	\$ 81,233	\$ 84,755	\$ 88,782
7	\$ 84,755	\$ 88,278	\$ 92,303
8	\$ 88,278	\$ 91,807	\$ 95,824
9	\$ 91,807	\$ 95,326	\$ 99,356
10	\$ 95,562	\$ 99,082	\$ 103,111

\*Salary adjustments also apply to allowances and daily rates of substitute teachers.

3.2.3.4. Effective September 1, 2023, 2.00% increase.

Years of Teacher Experience	Years of Post Secondary Education		
	Four	Five	Six
0	\$ 61,293	\$ 64,884	\$ 68,995
1	\$ 64,884	\$ 68,484	\$ 72,584
2	\$ 68,484	\$ 72,079	\$ 76,183
3	\$ 72,079	\$ 75,665	\$ 79,776
4	\$ 75,665	\$ 79,255	\$ 83,365
5	\$ 79,255	\$ 82,858	\$ 86,966
6	\$ 82,858	\$ 86,450	\$ 90,558
7	\$ 86,450	\$ 90,044	\$ 94,149
8	\$ 90,044	\$ 93,643	\$ 97,740
9	\$ 93,643	\$ 97,233	\$ 101,343
10	\$ 97,473	\$ 101,064	\$ 105,173

\*Salary adjustments also apply to allowances and daily rates of substitute teachers.

3.2.4. Effective September 1, 2024, a teacher, upon achieving twenty-five (25) and thirty (30) years of service with the School Division, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-

fifth (25<sup>th</sup>) or thirtieth (30<sup>th</sup>) year of service. This day will have no payout nor carry over option available. Substitute teacher coverage will be provided for this day, if required.

### **3.3. Education**

- 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<sup>st</sup>, and February 1<sup>st</sup>.*
- 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 TQS, the teacher will be placed at four (4) 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 Clause 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 TQS 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 Clause 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**

*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<sup>st</sup> and February 1<sup>st</sup>.*

*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 (0) 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 were 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 school division shall provide to the School Division written confirmation from the previous school division 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 school division.*

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.*

*Effective until June 9, 2022*

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 from the 2018-2020 Collective Agreement.*

*Effective June 10, 2022, repeal Clause 3.4.10*

3.4.10. *Clauses 3.4.6 through 3.4.9 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. *Special Considerations for Other Education and Experience [i.e., Vocational / Career and Technology Studies (CTS)]***

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 CTS, 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 Certificate or its equivalent, and who teaches any CTS 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 CTS 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 TQS 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 CTS 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 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 seventy-two dollars and sixty-six cents (\$72.66) per hour.

3.7.2. The Association and the School Division agree that, except for Articles 3.7 and 15 this collective 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 sixty-eight dollars and twenty cents (\$468.20) for each day worked.

**The following Clauses 3.7.5 to 3.7.8 apply to teachers paid hourly at Chinook Learning Services:**

- 3.7.5. The School Division agrees to pay of 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.
- 3.7.7. 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.
- 3.7.8. 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.
- 3.7.9. 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 collective 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:*

	<i>Fewer than 30</i>	<i>30 or More but Fewer than 40</i>	<i>40 or More but Fewer than 50</i>	<i>50 or More but Fewer than 60</i>	<i>60 or More</i>
<i>Effective until June 9, 2022</i>	\$ 25,928	\$ 30,838	\$ 35,753	\$ 40,665	\$ 45,577
<i>Effective June 10,2022 (0.50 % Increase)</i>	\$ 26,058	\$ 30,992	\$ 35,932	\$ 40,868	\$ 45,805
<i>Effective September 1, 2022 (1.25% Increase)</i>	\$ 26,384	\$ 31,379	\$ 36,381	\$ 41,379	\$ 46,378
<i>Effective September 1, 2023 (2.00% Increase)</i>	\$ 26,912	\$ 32,007	\$ 37,109	\$ 42,207	\$ 47,306

4.2.2. *The size of the total staff of the school supervised by the principal is determined as of September 30<sup>th</sup> 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;*

	<i>Assistant Principal Allowance</i>
<i>Effective until June 9, 2022</i>	\$ 17,494
<i>Effective June 10,2022 (0.50 % Increase)</i>	\$ 17,581
<i>Effective September 1, 2022 (1.25% Increase)</i>	\$ 17,801
<i>Effective September 1, 2023 (2.00% Increase)</i>	\$ 18,157

### 4.2.5. Other Annual Administrative Allowances

	<i>Learning Leader Allowance</i>
<i>Effective until June 9, 2022</i>	\$ 2,602



	<i>Learning Leader Allowance</i>
<i>Effective June 10, 2022 (0.50 % Increase)</i>	\$ 2,615
<i>Effective September 1, 2022 (1.25% Increase)</i>	\$ 2,648
<i>Effective September 1, 2023 (2.00% Increase)</i>	\$ 2,701

4.2.6. Teachers and principals 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 eighty-two dollars (\$1,282.00). This allowance does not apply to consultants, specialists, strategies, system principals, or system assistant principals.

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 as per Clause 4.2.7.1 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 in Clause 4.2.7.1 is to recognize the principal’s responsibility for ensuring one (1) or more third party service provider 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 in Clause 4.2.7.1 for the duration of their assignment to the school listed above (Clause 4.2.7 a through d).*

4.2.7.1. *School with Third Party Providers allowance amounts:*

	<i>Schools with Third Party Providers Allowance</i>
<i>Effective until June 9, 2022</i>	\$ 10,200
<i>Effective June 10, 2022 (0.50 % Increase)</i>	\$ 10,251
<i>Effective September 1, 2022 (1.25% Increase)</i>	\$ 10,379
<i>Effective September 1, 2023 (2.00% Increase)</i>	\$ 10,587

*The purpose of the allowance above in Clause 4.2.7.1. is to recognize the principal's responsibility for ensuring one (1) 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:*

	<i>Consultant Allowance</i>	<i>Specialist Allowance</i>	<i>Strategist Allowance</i>
<i>Effective until June 9, 2022</i>	\$ 5,170	\$ 15,470	\$ 5,170
<i>Effective June 10, 2022 (0.50 % Increase)</i>	\$ 5,196	\$ 15,547	\$ 5,196
<i>Effective September 1, 2022 (1.25% Increase)</i>	\$ 5,261	\$ 15,742	\$ 5,261
<i>Effective September 1, 2023 (2.00% Increase)</i>	\$ 5,366	\$ 16,057	\$ 5,366

**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. If a teacher's administrative allowance would be reduced or terminated as a result of a reorganization, School Division initiated transfer, or the operation of Clause 4.2.1, the reduction shall not take effect for three (3) years.
- 4.3.2. If a teacher's administrative allowance would be reduced or discontinued as a result of a voluntary application on a position, red circling will not apply and adjustments to the administrative allowance will have immediate effect.

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

A teacher who is appointed to the responsibilities of a position with an administrative allowance for more than four (4) 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 16 of this collective agreement, all administrative designations and appointments shall be continuing unless removed by the School Division in accordance with this collective 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 (1) year to determine the teacher's suitability for a continuing designation.*
- 4.5.3. *Teachers may be appointed to a second (2<sup>nd</sup>) year of an administrative designation on a probationary basis upon mutual consent. Reasons for a second (2<sup>nd</sup>) 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" -Evaluation for Teachers with Administrative Designations Purpose.***
- 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 Article 15.*
- 4.5.6. *The evaluation process for administrative designations and appointments will adhere to **Appendix "B" -Evaluation for Teachers with Administrative Designations Purpose.***
- 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 15 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 (1) Year Term – Subject to Re-appointment**

*Learning leaders shall be appointed until June 30<sup>th</sup> and are subject to re-appointment each year.*

4.5.10. **Non-Renewal Positions**

*Specialists, consultants, and strategists are appointed on the basis of a minimum of three (3) year term appointments which may be extended 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 March 20, 2018 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	One (1) assistant principal
17 or more total FTE teaching staff excluding the principal	Two (2) assistant principals

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 an assistant 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<sup>th</sup> of each year.

#### 4.6.3. **Lieu Days**

- 4.6.3.1. Principals will be granted three (3) lieu day(s) per school year, to be taken prior to June 30<sup>th</sup> 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 two (2) lieu day per school year, to be taken prior to June 30<sup>th</sup> 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<sup>th</sup> 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. *The substitute teachers' daily rates of pay will be;*
  - 5.1.1.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$209.43 plus six per cent (6%) vacation pay of \$12.57 for a total of \$222.00.*
  - 5.1.1.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$210.48 plus six per cent (6%) vacation pay of \$12.63 for a total of \$223.11.*
  - 5.1.1.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$225.90 plus two per cent (2%) in lieu of benefits \$4.52 for a total of \$230.42.*
  - 5.1.1.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rates of pay will be \$230.42 plus two per cent (2%) in lieu of benefits \$4.61 for a total of \$235.03.*
- 5.1.2. *Half (1/2) days will be paid at fifty per cent (50%) of the applicable full-day rate.*
- 5.1.3. *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.*

#### 5.2. **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 (2<sup>nd</sup>) and consecutive subsequent days in the same assignment. The application of this provision shall not result in a reduction in earnings for the first (1<sup>st</sup>) 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<sup>st</sup> 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 three hundred (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 (1/2) rate.
- 5.3.6. Substitute teachers required to travel by personal vehicle between assignments to provide service at two (2) 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<sup>st</sup> of each year and who attends teachers' 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<sup>th</sup> each year.

- 5.3.8. No morning supervision is expected for substitute teachers on the first (1<sup>st</sup>) day of assignment, unless mutually agreed to by the substitute teacher and administration.
- 5.3.9. Each substitute teacher on the substitute roster who has worked eighteen (18) equivalent days by December 31<sup>st</sup> of each year shall be provided with a payment of one-half (1/2) of the daily rate identified in Clause 5.1.2 in recognition of time spent completing mandatory School Division assigned safety training.
- 5.3.10. A substitute teacher shall be retained on the substitute teacher roster in the subsequent school year provided that they serve a minimum of forty (40) days in the current school year.

#### **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 per cent (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.*

- 5.5. Substitute teachers who incur expenses for parking at any of their assigned worksites shall have their parking costs reimbursed by the School Division.

## **6. PART TIME TEACHERS**

- 6.1. **FTE Definition:** *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 (2) teachers on a continuing contract wish to share one (1) 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<sup>st</sup> 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 (2) 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 (2) teachers sharing a teaching position shall be considered as one (1) 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 31<sup>st</sup> 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 31<sup>st</sup> 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 (1) 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.

#### **6.4. Alteration of Part Time Equivalent**

- 6.4.1. Teachers employed on a part time basis shall not have their teaching assignment altered more than zero point four (0.4) FTE per year unless by mutual agreement.



## **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 until August 31, 2022, the Alberta Health Insurance Plan (effective September 1, 2022, all references to the Alberta Health Care Premiums or Insurance are removed from this collective agreement).*

7.1.2. *Subject to the specified provisions of this agreement, the School Division shall contribute one hundred per cent (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 (extended health care plan)*

7.1.2.3. *Effective until August 31, 2022, Alberta Health Care Insurance*

7.1.2.4. *Dental Plan*

7.1.2.5. *Extended Disability Plan (D)*

*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, one hundred per cent (100%) drug reimbursement and drug card. Significant changes would be subject to approval to the parties.*
- *The Alberta School Employee Benefit Plan (ASEBP) Vision Care Plan 3*

7.1.3. *The School Division shall administer the Plan in consultation with the Health and Wellness Committee.*

7.1.4. *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.*

7.1.5. *The School Division agrees that no reduction in the amounts of benefits will occur without prior approval of Association.*

7.1.5.1. *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.*

- 7.1.6. *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 zero point two (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 the 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<sup>th</sup> 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 (HSA) and Personal Wellness Spending Account (WSA)**

- 7.3.1. *Effective September 1<sup>st</sup> each year, the School Division will provide an HSA / WSA of two hundred and fifty dollars (\$250.00) for each teacher who commences a probationary contract, or temporary contract of one (1) year's duration between July 1<sup>st</sup> and September 30<sup>th</sup>.*
- 7.3.2. *Effective January 1<sup>st</sup> each year, the School Division will contribute seven hundred and fifty dollars (\$750.00) to an HSA / WSA for each teacher on a continuing contract.*

- 7.3.3. *Effective January 1<sup>st</sup> each year, the School Division will contribute five hundred dollars (\$500.00) to an HSA / WSA for each teacher on a probationary contract or a temporary contract of one (1) year's duration.*
- 7.3.4. *A detailed description of the HSA / WSA will be made available to all eligible teachers. Allocations for HSA / WSA shall apply as per Clause 7.3.1, 7.3.2 and 7.3.3.*
- 7.3.5. *Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or on extended disability. The School Division's HSA / WSA 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, eyeglasses, personal electronic devices, or personal property being used in the workplace in the course of employment duties, 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 through the Employee Health Resource Centre) 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 sixty-fifth (65<sup>th</sup>) birthday.*

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

Length of Service	% Paid by School Division	% 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, 2022, 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.*

- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-2023 school year.*
- 8.1.2. *Effective September 1, 2022, teacher assignable time is capped at twelve hundred (1200) hours per school year.*

## **8.2. Assignable Time Definition**

- 8.2.1. *Assigned Time is defined as the amount of time that the School Division 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; and,*
  - h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable workday.*
- 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 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 Clause 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. Duty Free Lunch**

*The School Division will provide each teacher assigned work for five (5) hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.*

8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*

8.3.3. *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. Other Conditions of Practice**

8.4.1. Staff deployment is the responsibility of the principal and their teaching staff. Where a teacher is concerned about the pedagogical appropriateness of an assignment, it should be discussed confidentially with the principal so that deployment decisions may be reconsidered as applicable.

### **8.5. Extracurricular**

8.5.1. 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. Voluntary participation in extracurricular activities cannot be the rationale for an internal transfer.

### **8.6. School Calendar**

8.6.1. 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.

8.6.1.1. Notwithstanding the above Clause 8.6.1, 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.

- 8.6.1.2. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school closing.
  - 8.6.1.3. Notwithstanding Clause 8.6.1, 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 one four hundredth (1/400<sup>th</sup>) of the teacher's total annual salary for each half (1/2) day of work or be given equivalent time off in lieu.
  - 8.6.1.4. Notwithstanding Clause 8.6.1, 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 one four hundredth (1/400<sup>th</sup>) of the teacher's total annual salary and allowances for each half (1/2) day of work.
- 8.6.2. 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.
- 8.6.2.1. Organizational days are devoted to activities designed to address system, school, department / grade level or individual organizational needs.
  - 8.6.2.2. 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.
  - 8.6.2.3. 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 (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 (1) school year shall not be less than zero point four per cent (0.4%) nor more than zero point eight per cent (0.8%) of the salary grid cost calculated on September 30<sup>th</sup> 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<sup>st</sup> 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 Association Local 38 that money allocated to the Professional Improvement Fellowship fund be transferred to the Staff Development Fund. Such a transfer shall be made with the approval of the School Division and the Association Local 38.

9.2.2.2. A minimum of twenty-five per cent (25%) 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 1<sup>st</sup> each year, the School Division shall provide the Association Local 38 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<sup>st</sup>;*

- b) *For activities of less than one-half (1/2) year's duration, December 1<sup>st</sup> and also March 1<sup>st</sup>.*

*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<sup>th</sup> each year and shall be composed of three (3) representatives appointed by the Association Local 38, 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 superintendent's 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-five per cent (75%) 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 School Division Professional Improvement Fellowship Research Grant. The amount of the grant, not to exceed twenty five per cent (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 (1/2) 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 dollars (\$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 Association Local 38 in two (2) equal amounts. The first (1<sup>st</sup>) amount will be provided during the last business week in August and the second (2<sup>nd</sup>) amount during the first (1<sup>st</sup>) business week in January.
- 9.3.2. The Association Local 38 shall administer and control the distribution of the Staff Development Fund. The Association Local 38 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<sup>st</sup> 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 Association Local 38 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 (1<sup>st</sup>) 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 Clause 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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) year of employment.*
- 10.4. *A teacher in their second (2<sup>nd</sup>) 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 (2<sup>nd</sup>) 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 (2<sup>nd</sup>) 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 School Division 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 thirty (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**

- 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 (1) 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 (1) parent of the child at the same time.*

### **11.3. Salary Payment and Benefit Premium Health Related**

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) 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 HSA / WSA 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 HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA 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 per cent (100%) 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 (1) 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 (1) 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<sup>th</sup> 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 Article 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**

*Effective until August 31, 2022*

- 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 Association Local 38, or other Association Local 38 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 (1) other Association Local 38 official, as designated by the Association Local 38, shall be seconded from the School Division to the Association Local 38.*
- 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 Article.*

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this Article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *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 Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3. *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.*

- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the president of a Association Local 38, or other Association Local 38 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.*
- 13.5. *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 the teacher's 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 Discretionary Leave of Absence**

- 14.2.1. Upon application by the teacher a general discretionary 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 15<sup>th</sup> 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 discretionary 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

discretionary leave of absence shall be submitted by March 15<sup>th</sup> of the school year of the general discretionary 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 discretionary leave of absence, shall notify the superintendent of human resources or delegated authority in writing by March 15<sup>th</sup> 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 discretionary 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 discretionary 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 Clauses 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 Division 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 Association

TQS 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 Division 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**

- 14.4.1. *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 teacher's 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 Clause 11.2.1)*

*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. *Compassionate leave is granted with respect to major surgery, critical illness, or death of a near relative.*

*For the purpose of this clause, 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**

- 14.7.1. *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**

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

#### **14.10. Religious Holy Days**

- 14.10.1. *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. Leave Without Pay**

- 14.11.1. 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. Inclement Weather**

- 14.12.1. 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;
- a) The teacher shall be entitled to experience increments for each year of the secondment.
  - b) The teacher shall be listed as a member of the School Division teaching staff.
  - c) The teacher shall receive their salary from the School Division according to the collective agreement and with the exception of Clauses 16.6 and 8.1.1 shall be subject to its provisions.
  - d) 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**

- 14.14.1. *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 Clause 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 year.

For the portion of the extended parental leave that is outside of the maximum sixty-two (62) weeks of statutory parental leave, the provisions of Clause 11.4 Benefit – 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 Article 11, 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. GRIEVANCE PROCEDURE

*Subject to Letter of Understanding on Interim Grievance Procedure, current Articles 15 and 16 from the 2018-2020 Collective Agreement apply until date of ratification of local agreements.*

- 15.1. *This procedure applies to differences:*

15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*

15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*

- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in Clause 15.2, it shall be submitted in writing to the superintendent or designate and the associate coordinator- collective bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*

- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*

15.4.1. *the name(s) of the parties aggrieved;*

15.4.2. *a statement of facts giving rise to the grievance;*

15.4.3. *the Article(s) of the agreement that are alleged to have been violated; and,*

- 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the chair of the Board of Directors of TEBA or designate, and the associate coordinator-collective bargaining, within fifteen (15) operational days.*
- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per Clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in Clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in Clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the director of mediation services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second (2<sup>nd</sup>) representative, either party may request the director of mediation services to appoint a chair.*

- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *The School Division and the Association; and,*
- 15.15.2. *Teachers covered by the collective agreement who are affected by the award.*

**15.16. TEBA Involvement in Grievance Proceedings**

- 15.16.1. *At any point in the grievance procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the grievance procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under Clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in Clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per Clause 15.16.1 or 15.16.2. TEBA will provide written notice to the superintendent or designate, and the associate coordinator-collective bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this Article shall be read to apply to TEBA.*

### **15.17. Optional Mediation Process**

- 15.17.1. *The parties may mutually agree at any point in the grievance procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the director of mediation services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the mediator may issue a report including a non-binding recommendation for settlement.*

### **15.18. Administration**

- 15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this Article, an "operational" day is an instructional or non-instructional day in the School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*
- 15.18.2. *In the event, at any stage of this procedure (except Clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *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.*
- 15.18.4. *At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

## **16. EMPLOYMENT**

- 16.1. Teachers who are assigned by the School Division to multiple locations as part of their job allocation will be eligible to claim travel expenses on the same basis as other eligible employees of the School Division.

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

**16.3. Job Postings**

16.3.1. Vacancies in administrative positions created by temporary absences may be filled on an acting basis.

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

**16.4. Information and Files**

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

16.4.1.1. A valid Alberta teaching certificate or letter of authority.

16.4.1.2. Criminal record and vulnerable sector checks.

16.4.1.3. A birth certificate.

16.4.1.4. A medical certificate of sound health on a form provided by the chief superintendent of schools or delegated authority.

16.4.1.5. Proof of previous teaching experience from previous school division(s).

16.4.1.6. Evidence of teacher qualifications in the form of a TQS evaluation, and

16.4.1.7. Any other information which may be required for official record purposes.

16.4.2. Teachers employed by the School Division on a continuing basis shall provide criminal record and vulnerable sector checks in accordance with the schedule outlined in the *Education Act*.

16.4.3. 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.

16.4.4. 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.

## 16.5. Promotion

- 16.5.1. Seniority will be considered along with other factors in determining promotions but on no account will be considered the most important factor.
- 16.5.2. 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.
- 16.5.3. Total teaching experience will be considered as a factor in determining promotions.
- 16.5.4. Nothing herein shall in any way restrict the School Division from making promotions based on ability and merit.

## 16.6. Transfers

- 16.6.1. 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.

## 16.7. Reduction of Teaching Staff

- 16.7.1. *In the event that a reduction in teaching staff is necessary, the School Division will seek to affect this reduction through attrition.*
- 16.7.2. *Where a reduction in teaching staff and system program cuts cannot be achieved by attrition, system seniority will be the sole determining factor.*
- 16.7.3. *Teachers subject to termination shall be offered involuntary leave based on the agreement between the Association and the School Division included as **Appendix "C"- Offer of General Leave of Absence.***
- 16.7.4. *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 the School Division's policy and the Education Act. Employees who take the involuntary leave shall be eligible for recall based on field of employment (as determined by the staffing department, human resources) and secondly on seniority within the field of employment. Refer to **Appendix "C - Offer of General Leave of Absence"** of this collective agreement for guidelines relating to involuntary leaves.*

## 16.8. Seniority

- 16.8.1. The following types of service with the School Division will be used to calculate system seniority for teachers on a continuing contract of employment:

- 16.8.1.1. All broken or continuous service covered by this collective agreement while teaching on continuing, interim, temporary, or probationary contracts of employment.
- 16.8.1.2. Substitute teaching and / or Adult Academic Program teaching.
- 16.8.1.3. Paid sick leaves.
- 16.8.1.4. Professional improvement leaves and / or fellowships.
- 16.8.1.5. Maternity and / or adoption leaves, each of up to six (6) months.
- 16.8.1.6. Exchange teaching and / or service provided as university associate and / or while on secondment to other organizations.
- 16.8.1.7. Association duty and / or Department of National Defense (DND) service and / or jury duty.
- 16.8.1.8. Authorized leaves of thirty (30) working days or less.

A teacher shall only be entitled to accumulate one (1) year of service per school year.

- 16.8.2. For positions requiring a journeyperson's ticket, private sector experience as outlined in Clause 3.5, shall be used to calculate additional seniority while employed in such a position.
- 16.8.3. 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.
- 16.8.4. 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 Association Local 38. 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.
- 16.8.5. 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 15 of this collective agreement.
- 16.8.6. Where system seniority is a consideration, the definition of seniority in Clause 16.6.1 will be used.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties hereto have caused this collect 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:

**For The Calgary School Division**

**For The Alberta Teachers' Association**

\_\_\_\_\_  
Chair, Board of Trustees  
The Calgary Board of Education

\_\_\_\_\_  
Coordinator, Teacher Employment Services

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## LETTERS OF UNDERSTANDING—CENTRAL

### LETTER OF UNDERSTANDING #1

#### ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING

##### 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.*

## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this letter of understanding, The Association and TEBA were actively engaged in central bargaining;

**AND WHEREAS** as a product of this central bargaining, the parties developed an alternative grievance procedure to replace Articles 15 and 16 of current agreements. The new grievance procedure Article remains subject to the conclusion and ratification of an agreement with respect to central terms;

**AND WHEREAS** the parties continue to engage in central bargaining, the parties have agreed to implement the new grievance procedure as an interim procedure through this letter of understanding (LOU);

**AND WHEREAS** the parties agree to discuss the potential for transitioning applicable grievances filed prior to February 1, 2022, over to the new grievance procedure as an interim procedure through this letter of understanding (LOU);

**AND WHEREAS** the parties agree on the terms and conditions contained herein;

### **THE PARTIES AGREE AS FOLLOWS:**

#### **EFFECTIVE DATES**

*This letter of understanding shall take effect for all grievances filed on or after February 1, 2022. This LOU shall expire upon successful ratification of a Memorandum of Agreement with respect to central terms.*

*Should a Memorandum of Agreement with respect to central terms not be successfully ratified, the parties will meet within thirty (30) calendar days of the unsuccessful ratification vote to either extend or terminate this LOU.*

*If this LOU is terminated, the parties agree to move grievances filed under the interim procedure back to the appropriate central or local grievance procedure and to their respective steps in those procedures.*

#### **TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

2. *For grievances filed under Article 16 (Local Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

### **INTERIM GRIEVANCE PROCEDURE**

- 15.1. *This procedure applies to differences:*

  - 15.1.1. *About the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *Where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in Article 15.2, it shall be submitted in writing to the superintendent or designate and the associate coordinator-collective bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*
  - 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the Article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the chair of the Board of Directors of TEBA or designate, and the associate coordinator-collective bargaining, within fifteen (15) operational days.*

- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per Clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in Clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in Clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the director of mediation services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second (2<sup>nd</sup>) representative, either party may request the director of mediation services to appoint a chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*

15.15.1. *The School Division and the Association; and,*

15.15.2. *Teachers covered by the collective agreement who are affected by the award.*

#### **15.16. TEBA Involvement in Grievance Proceedings**

15.16.1. *At any point in the grievance procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*

15.16.2. *At any point in the grievance procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*

15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under Clause 15.16.2.*

15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*

15.16.2.3. *Within five (5) operational days of the meeting set out in Clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

15.16.3. *In the event that TEBA assumes carriage over a grievance process as per Clause 15.16.1 or 15.16.2, TEBA will provide written notice to the superintendent or designate, and the associate coordinator-collective bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this Article shall be read to apply to TEBA.*

#### **15.17. Optional Mediation Process**

15.17.1. *The parties may mutually agree at any point in the grievance procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process, the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*

- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the director of mediation services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the mediator may issue a report including a non-binding recommendation for settlement.*

### **15.18. Administration**

- 15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this Article, an "operational" day is an instructional or non-instructional day in the School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*
- 15.18.2. *In the event, at any stage of this procedure (except Clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *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.*
- 15.18.4. *At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING #3**

**BILL 85 (EDUCATION STATUTES (STUDENTS FIRST) AMENDMENT ACT, 2021)**

**WHEREAS** *Bill 85 has been passed by the legislature but is not yet fully proclaimed; and,*

**WHEREAS** *school divisions and teachers may be subject to new obligations if and when the Act is fully proclaimed, and associated Regulations are implemented.*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*The School Division shall reimburse the teacher for the costs of complying with any requirement to provide a criminal record check and vulnerable sector check as part of their ongoing employment.*

**LETTER OF UNDERSTANDING # 4**

**BILL 32 (RESTORING BALANCE IN ALBERTA'S WORKPLACES ACT)**

**WHEREAS** *Bill 32 has been passed by the legislature but is not yet fully proclaimed.*

**AND WHEREAS** *school divisions and the Association may be subject to new obligations if and when the Act is fully proclaimed, and associated Regulations are implemented.*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*School Divisions shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the School Division to obtain the teacher's election, if and as required by regulations supporting Bill 32. Such information shall be provided to the Association within ten (10) operational days of the teacher returning or gaining employment with the School Division.*

*This letter of understanding is subject to amendment by mutual agreement of the parties.*



**LETTER OF UNDERSTANDING #5**

**BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE)**

**AMENDMENT ACT, 2022)**

**WHEREAS** *Bill 15 has been introduced in the legislature but has not yet been enacted or proclaimed; and,*

**WHEREAS** *school divisions and teachers may be subject to new obligations if and when the Act is fully proclaimed, and associated Regulations are implemented.*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or School Divisions, TEBA and the Association shall meet within sixty (60) days to discuss the appropriate apportionment of costs.*

## **LETTER OF UNDERSTANDING #6**

### **EXPEDITED ARBITRATION (12 MONTH-PILOT)**

1. *The intent of this letter of understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the arbitrator, hearings will take no longer than a single (1) day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in Article 15, two (2) days at the end of each October, March, and June shall be held for expedited arbitrations in accordance with this Article. No more than two (2) cases shall be heard on any single (1) day, with a maximum of four (4) cases over the course of two (2) days.*
3. *The Association, TEBA, and School Divisions with grievance(s) that may be suited for an expedited arbitration, shall meet during the first week of each of September, February, and May. During each of these “pre-expedited arbitration meetings,” the parties will propose grievances for referral to expedited arbitration. Where there is mutual agreement between the parties to the grievance to advance to expedited arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be cancelled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
4. *There is no limitation on the parties to a grievance from mutually agreeing to proceed to expedited arbitration outside of the pre-expedited arbitration meetings in Article 3, and / or mutually agreeing to book alternative dates to those in Article 2 where the hearing can be facilitated sooner.*
5. *The parties to the grievance shall cover their own costs of the hearing and equally share the cost of the arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the arbitrator.*
6. *To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or a School Division will be used as the venues for the hearings where possible.*
7. *The Association and TEBA agree to jointly meet with the director of mediation services to identify three (3) mutually agreed sole arbitrators to hear the matters at the expedited arbitration Hearings. For the purposes of this letter of understanding, three (3) arbitrators who have been agreed to by the Association and TEBA will hear expedited arbitration files on a rotating basis, where possible.*
8. *Arbitration decisions may not be used to alter, modify, or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
9. *Ideally, the designated arbitrator will issue an award for each expedited arbitration within four (4) weeks of the hearing. The designated arbitrator remains seized to each expedited arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

*“This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission. Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The arbitrator reserves jurisdiction regarding the quantum of any damages awarded and any issues concerning the implementation of the award.”*

10. *This letter of understanding shall come into effect on the date of ratification of central terms unless otherwise agreed and expire following twelve (12) months from the effective date. The Association and TEBA will meet prior to the expiry of this letter of understanding to assess the effectiveness of the expedited arbitration process herein, at which time they may mutually decide to extend, amend, or allow the letter of understanding to expire.*

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

*TEBA, the Association, and School Divisions acknowledge and commit to the duty to accommodate for disability as required by the Alberta Human Rights Act. The provisions of this agreement shall be administered in accordance with such law.*

*The Association and School Divisions acknowledge a shared responsibility for the duty to accommodate teachers up to a point of undue hardship. The Association and School Divisions also acknowledge the importance of working together to ensure teachers are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness.*

*TEBA and the Association agree to work with benefit carriers during the life of the agreement to better understand the situation and develop proposals to address structural barriers to accommodation embedded in the design of Extended Disability Benefits and existing sick leave language in collective agreements.*

## **LETTER OF UNDERSTANDING #8**

### **DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

**WHEREAS** TEBA and the Association agree that distributed education is increasingly important to the education system,

**AND WHEREAS** distributed education systems across the province continue to be different in design, structure, focus and operation.

**AND WHEREAS** TEBA and the Association agree that it is important for the school divisions and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations.

#### **NOW THEREFORE THE PARTIES AGREE THAT:**

1. School Divisions and the Association may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:
  - a) The number of students, credits, courses, or subject areas a teacher may be assigned.
  - b) The amount of course design and development expected of a teacher.
  - c) Class composition and complexity in the distributed education environment.
  - d) The amount of non-instructional time that may be assigned to distributed education teachers.
  - e) Appropriate processes and considerations when students do not complete the attempted course; and,
  - f) Processes and timing for enrolling students in courses or programs.
2. Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.
3. In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, a School Division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

*Association and TEBA agree that the following form will be used:*

- *To support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone school divisions and the Association (See Appendix A); and,*
- *To ensure the consistent application of Clause 3.4.9 in the movement of teachers between School Divisions covered by the Public Education Collective Bargaining Act.*

*This form shall be completed and provided upon request by a teacher or the teacher's new / prospective School Division.*

**TEACHING EXPERIENCE FORM**

Date: \_\_\_\_\_

Issuing School Division: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Teaching Certificate Number \_\_\_\_\_

**Teaching Experience**

Recognized Years of Experience: \_\_\_\_\_

Uncredited Experience:  
*(In days, in accordance with Clause 3.4.4)* \_\_\_\_\_

**School Division Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*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<sup>st</sup> and February 1<sup>st</sup>.*

*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 (0) 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 were 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 school division shall provide to the School Division written confirmation from the previous school division 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 school division.*
- 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. *Clauses 3.4.6 through 3.4.9 of this Article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

**LETTERS OF UNDERSTANDING—LOCAL**

**LETTER OF UNDERSTANDING #10**

**RETIRED TEACHERS APPOINTED TO ADMINISTRATIVE, SUPERVISORY OR CONSULTATIVE POSITIONS**

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“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 one two-hundredth (1/200<sup>th</sup>) of the annual salary in Article 3 for each day of work.*
2. *The teacher shall be paid one two-hundredth (1/200<sup>th</sup>) 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 15 of the collective agreement.*

## LETTER OF UNDERSTANDING #11

### E-LEARN TEACHERS

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“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 one hundred and seventeen (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<sup>th</sup>. In order to complete this review, the School Division will provide to the Association for 2018 / 2019 and 2019 / 2020 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

**LETTER OF UNDERSTANDING #12**

**ESTABLISH A WORKING CONDITIONS COMMITTEE**

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“Association”)

**Working Conditions Committee**

The parties agree to form a committee to analyze the working conditions of teachers within the School Division. The committee shall include four (4) representatives from the School Division, and four (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 (4) times a year.

**LETTER OF UNDERSTANDING #13**

**SUBSTITUTE CANCELLATION**

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“Association”)

Cancelled job assignments with short notice have negative consequences on both teachers and substitute teachers. The School Division and the Association Local 38, working through the Liaison Committee, will discuss and review the type, frequency, and party responsible for cancellations to determine potential strategies, processes, and possible recommendations to address if necessary.

**LETTER OF UNDERSTANDING #14**

**SUBSTITUTE TEACHER ROSTER**

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“Association”)

The Association and the School Division shall form a committee to review the practices and processes whereby substitute teachers get on, stay on, and are removed from the School Division's Substitute Teacher Roster.

**LETTER OF UNDERSTANDING #15**

**STAFFING PROCESSES**

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“Association”)

The School Division commits to publishing a guide for internal applicants detailing staffing processes, as well as the application process for administrative candidate pools.

**LETTER OF UNDERSTANDING #16**  
**PILOT PROJECT FOR REDUCTION OF FTE**

Letter of Understanding  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“Association”)

Upon application in writing to the superintendent of human resources or delegated authority no later than March 15<sup>th</sup> of the preceding school year, a teacher may temporarily reduce their FTE in the next immediate school year to a value mutually agreeable to both parties for a one (1) year-only term, after which time the teacher shall be able to return to their original FTE. This Clause would be accessible to a teacher only once in every ten (10) year period. The parties acknowledge that the original FTE reduction and the return to the original FTE may necessitate a transfer to a different site.

This pilot project will expire August 31, 2024, subject to extension based on the mutual agreement of the parties. Each party will notify the other of their position on the potential extension by December 31, 2024, and each year thereafter if applicable. The expiry of the pilot project will not affect the return of a teacher to their original FTE in accordance with this letter of understanding.



## APPENDIX “A” RECOGNITION OF NON-UNIVERSITY COURSES FOR SALARY PURPOSES

Letter of Agreement  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“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 the School Division 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 School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“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*, Teaching Quality Standard, and Leadership Quality Standard.
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
- Teaching Quality Standard
- Leadership Quality Standard
- School Division position descriptions
- 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**

Letter of Agreement  
Between  
The Board of Trustees of The Calgary School Division (“School Division”)  
And  
The Alberta Teachers’ Association (“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 16.5 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 Appendix. 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 timelines.
- 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<sup>st</sup>, of the year in which the teacher is being terminated. As of September 1<sup>st</sup>, 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 school division 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 16.6.1 and 16.6.3.

3.3. A teacher may opt to, by submitting a request in writing to the Staffing Department, Human Resources, at time of acceptance of the leave, add their name to a second (2<sup>nd</sup>) list. Placement on the second (2<sup>nd</sup>) 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<sup>th</sup> 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<sup>st</sup> 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, Human Resources, 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 (of this Appendix).
- 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 Section 5.2 (in this Appendix) 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—the 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.