

# **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 LIVINGSTONE RANGE SCHOOL  
DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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

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

*Effective September 9, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and

WHEREAS the parties desire that these matters be set forth in a collective agreement to govern the terms of employment of the said teachers.

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

## **1. APPLICATION/SCOPE**

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

1.1.1 *All educational services presently provided by members of the bargaining unit as part of their regular duties shall continue to be performed only by members of the bargaining unit.*

*Effective September 9, 2020, clause 1.1 above is repealed and replaced by the following clause:*

1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer 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
  - 1.2.2 Assistant superintendent
  - 1.2.3 Associate superintendent
  - 1.2.4 Deputy superintendent and
  - 1.2.5 Director
- 1.3 *Effective September 9, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer 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 Employer 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 employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective September 9, 2020)*
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the employers 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, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*

1.6 *The Employer hereby exclusively retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws of the Province of Alberta and shall be limited only by the specific and express terms of this collective agreement. The Employer must act in a fair, just and reasonable manner.*

*Effective September 9, 2020, clause 1.6 above is repealed and replaced by the following clause:*

1.6 *The Employer 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 *Effective September 9, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 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 15 days and not more than 30 days after the central matters and local matters have been determined.*

2.3.2 *A notice referred to in subsection 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 an Employer or the Association must be served after, but not more than 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 subsection 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 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*

2.6.2 *For local table bargaining, representatives of the Association and an employer shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and Employer 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 Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

## **2.8 Provision of Information (Effective until September 9, 2020)**

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

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

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

b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*

c) *Most recent Employer financial statement;*

d) *Total benefit premium cost;*

e) *Total substitute teacher cost; and*

f) *Total allowances cost.*

**2.8 Provision of Information (Effective September 9, 2020, the following clause repeals and replaces clause 2.8 above)**

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

**3. SALARY**

**3.1 Salary Pay Date/Schedule**

3.1.1 The Employer shall pay all the teachers monthly 1/12 of the salary in effect for that month as herein set forth and computed. For the purposes of this collective agreement, allowances shall be considered to be part of the salary.

3.1.2 Teachers under contract, except substitutes, shall be paid on or before the 28 day of the month.

3.1.3 All payments shall be made by direct deposit to the teacher's account based on information provided to the divisional office by the teacher.



3.1.4 Payment for administration shall commence on the effective date of appointment of the administrator.

**3.2 Grid**

3.2.1 *The following shall determine the placement on the salary schedule:*

a) *the number of years of teacher education in accordance with article 3.3.*

b) *the number of years of teaching experience in accordance with article 3.4.*

3.2.2 *Effective September 1, 2018*

<b>Years of teaching experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,322	62,663	66,387
1	62,788	66,137	69,865
2	66,255	69,612	73,340
3	69,722	73,086	76,817
4	73,188	76,558	80,292
5	76,655	80,031	83,771
6	80,121	83,505	87,247
7	83,587	86,981	90,723
8	87,053	90,455	94,200
9	90,522	93,929	97,676
10	93,988	97,403	101,152

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

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Teacher Qualifications Service in accordance with the policies established*

*by the Teacher Salary Qualifications Board, established by memorandum of agreement among the Department of Education, the Association and the Alberta School Trustees' Association, dated March 23, 1967.*

- 3.3.2 *Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.*
- 3.3.3 *A teacher commencing initial employment with the Employer, shall within 30 calendar days of the teacher's commencement date, submit to the Employer either a statement of qualifications from the Teacher Qualifications Service or evidence of having applied for issuing of such a statement.*
- 3.3.4 *A teacher claiming entitlement to additional teacher education for purposes of placement on the salary schedule in respect of an additional year or years of teacher education, shall within 30 calendar days of September 1 or February 1, submit to the Employer evidence of having applied to the Teacher Qualifications Service for a statement of qualifications evidencing the number of years of teacher education for which the Teacher Qualifications Service will grant recognition.*
- 3.3.5 *Until the teacher submits the statement of qualifications hereinbefore referred to, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for the teacher's certificate.*
- 3.3.6 *In the event that a teacher does not, within 30 calendar days of September 1 or February 1 or upon the commencement of active employment, supply evidence of having applied to the Teacher Qualifications Service for a statement of qualifications, any adjustment to the placement of the teacher on the salary schedule shall be made effective the first day of the month following the month in which the Employer receives the statement of qualifications (but excluding July and August) and such adjustment will not have any retroactive effect.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the*

*policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*

3.3.3 *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*

3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (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 (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

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

3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*

a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*

- b) employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with an employer may be carried over for calculation of experience increments in the following school year with that same employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same employer.*
- 3.4.5 *A teacher shall, for purposes of placement on the salary schedule, be deemed to have earned an additional year of teaching experience upon rendering service with the Employer for not less than the equivalent of 120 full days of service in a school year or 60 full days of service in a semester with two completed semesters equalling 120 days of full service. The additional teaching experience earned hereunder shall not be credited to a teacher until the commencement of the next school year or the first day of February in that school year, whichever date first occurs, after a teacher is deemed to have earned an additional year of teaching experience. In the event that a teacher has rendered more than 120 full days of service since being credited with their last increment, a teacher shall not be entitled to apply any days of service in excess of 120 full days to the earning of an additional increment.*
- 3.4.6 *A teacher employed on a regular part-time basis, such that the equivalent of 120 full days of service cannot be accumulated in one school year or 60 full days in one semester, shall receive an additional year of teaching experience upon the completion of the equivalent of 120 full days of service. In the event that such a teacher has rendered more than the equivalent of 120 full days of service at the time an increment is credited, then such a teacher shall not be entitled to carry forward or apply any days of service in excess of 120 full days.*
- 3.4.7 *No teacher shall receive credit for teaching experience gained while the teacher was not holding a valid teaching certificate.*
- 3.4.8 *Teaching experience obtained by a teacher prior to employment with the Employer shall be counted as if it has been teaching experience in schools under the Employer's jurisdiction provided*

*that such prior teaching experience is documented by previous employer(s). Prior experience must be with a legally constituted Employer, as defined in the school acts of the various provinces of Canada or with a comparable Employer in the United States.*

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

*Teachers shall:*

- a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) Not gain experience during vacation periods and leaves of absence without salary.*

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

*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 Employer.*

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

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

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

*Prior Experience*

*3.4.6 The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*

*a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*

*b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or*

*designate shall adjust the teacher's salary retroactively to the commencement of employment.*

*c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

*3.4.7 The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*

*3.4.8 A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*

*a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

*b) The position held while earning the experience was one that required a valid teaching certificate; and,*

*c) The written confirmation is signed by an authorized officer of the previous employer.*

*3.4.9 The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another Employer, the receiving Employer shall assume the recognition of experience provided by the previous Employer.*

*3.4.10 Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*

*3.4.11 Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

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

*3.5.1 Career and Technology Studies school teachers who are teaching in a Vocational trade may include the following as experience provided that it is documented and confirmed by previous employer(s).*

- 3.5.1.1 *A Career and Technology Studies teacher is an employee offering instruction in any subject requiring teacher qualifications under the Technical and Vocational Training Agreement and its appendices.*
- 3.5.1.2 *The Employer, at its discretion, may recognize a Career and Technology Studies teacher's trade and teaching experience by initially placing the teacher on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that this placement shall not exceed the maximum step in the applicable category.*
- 3.5.1.3 *The minimum experience recognized shall be for the last five years of trade experience (or part thereof) plus 1/3 of all or any remaining trade experience.*
- 3.5.1.4 *Career and Technology Studies teachers receiving incremented payments pursuant to collective agreements prior to January 1, 1986 shall continue to receive such payments.*
- 3.5.1.5 *Recognition of one year of education beyond the evaluation granted according to article 3.3 of this collective agreement may be given by the Employer to Career and Technology Studies teachers who possess the following qualifications which have not contributed to the evaluation under article 3.3: A certificate of proficiency in a designated trade (journeyman's certificate or master's ticket) recognized by the Alberta Apprenticeship Board provided the trade is related to the teacher's assignment.*

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

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

- 4.1.1 It is the right of the Employer to create and fill administrative and supervisory positions provided that said positions are limited to those set out in clause 4.2.4 and other articles of the collective agreement.

##### **4.2 Administration Allowances**

###### **4.2.1 *Principal Allowances***

- 4.2.1.1 *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are*

*applied to the salary grid. In addition to their salary in clause 3.2.2, each principal shall receive, monthly, an allowance equal to 1/12 of a minimum allowance of \$15,904 per school or an amount calculated according to the following schedule, whichever is the greater. In the case of teachers designated as the principal of a Hutterite Colony school, the minimum will not apply; the following calculation scale will apply. The minimum principal allowance specified in 4.2.1.3 does not apply to the Hutterite Colony school. In all instances, this calculation will include the principal and assistant principal(s) (vice-principal(s)).*

- *4.0 per cent of the fourth year minimum for each of the first five teachers,*
- *2.0 per cent of the fourth year minimum for each of the next five teachers,*
- *1.3 per cent of the fourth year minimum for each of the next five teachers,*
- *.90 per cent of the fourth year minimum for each of the next five teachers,*
- *.85 per cent of the fourth year minimum for each remaining teacher.*

4.2.1.2 *For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.*

4.2.1.3 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

#### **4.2.2 Assistant Principal / Vice-Principal Allowances**

4.2.2.1 *In addition to their salary in clause 3.2.2, each assistant principal (vice-principal) shall receive 1/2 the allowance paid to the principal, except that where there is more than one vice-principal, assistant principal, team leader or other administrative support personnel in a school, a sum equal to the assistant principal's (vice-principal's) allowance shall be divided between them or among them in the ratio of their responsibilities.*



4.2.2.2 *Effective September 1, 2019, the minimum allowance for Assistant Principal/ Vice Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

#### **4.2.3 Hutterite Colony Allowances**

4.2.3.1 *The allowance paid to a teacher employed as a teacher on a Hutterite Colony is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.3.2 *In addition to the salary indicated elsewhere in this agreement, a teacher employed by the Employer as a teacher on a Hutterite Colony, shall be paid an allowance of \$1,001 with such allowance to be prorated if the teacher does not teach on the colony on either a full-time basis or for a complete school year.*

4.2.3.3 *New hires to colony schools shall only receive the colony allowance, as identified in 4.2.3.2.*

#### **4.2.4 Supervisor and Coordinator Allowances**

4.2.4.1 *The supervisor and coordinator allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the salary under clause 3.2.2, there shall be paid the following allowances to designated personnel employed by the Employer.*

*Supervisors - \$12,635*

*Coordinators - \$6,063*

### **4.3 Red Circling**

4.3.1 A principal or assistant principal (vice-principal) who is transferred by the Employer, without first voluntarily requesting a transfer, shall not be paid an administrative allowance that is less than they were receiving immediately previous to the transfer.

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

4.4.1 When, in the absence of the principal, the assistant principal (vice-principal) or any other designee acts in their place for a period of five or more consecutive school days, the assistant principal (vice-principal) or designee shall receive an allowance of 1/200 of the

principal's allowance as calculated in clause 4.2.1 effective on the fifth day and for every consecutive school day thereafter until the return of the principal.

- 4.4.2 In a school where both the principal and assistant principal (vice-principal) are absent or where there is no assistant principal (vice-principal), a teacher shall be designated by the Employer to be acting principal and shall be paid an amount equivalent to 1/400 of 50 per cent of the principal's allowance for each half day of absence.

**4.5 Teachers with Principal Designations (Effective until September 9, 2020)**

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the Employer must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

**4.5 Teachers with Principal Designations (Effective September 9, 2020, the following repeals and replaces clause 4.5. above)**

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5)*

*years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

## **4.6 Other Administrator Conditions**

### **4.6.1 Lieu Days**

4.6.1.1 Principals shall receive two (2) days in lieu and assistant principals (vice-principals) shall receive one (1) day in lieu for assigned duties undertaken outside of operational days. Such days will not carryover if they remain unused at the end of each school year nor will they be paid out.

### **4.6.2 Multiple sites**

4.6.2.1 The Employer shall pay to any teacher required to teach in more than one school in the same day a per kilometer allowance. The allowance payable shall be as established by the Employer and shall be equivalent to the basic per kilometer allowance established for central office personnel. Claims for kilometer allowance shall be submitted and paid quarterly.

4.6.3 Each main campus shall have a designated on-site administrator.

4.6.4 Any teacher under this contract shall only be eligible for one allowance with the exception of article 4.6.2.1 multiple sites allowance.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2 *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

- 5.1.3 *Effective until April 30, 2019, the rate of pay for substitute teachers shall be \$199.38 per diem including holiday pay.*
- 5.1.4 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.5 The one-half day rate shall be 50 per cent of the full-day rate.
- 5.1.6 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

## **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid:*
  - 5.2.1.1 *Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to placement on the salary grid subject to the terms of this collective agreement.*
  - 5.2.1.2 *A substitute teacher employed in a teaching position for more than four consecutive school days and who accepts a contract of employment with the Employer shall be paid effective the first day, according to their recognized placement on the salary schedule.*
- 5.2.2 *Effective September 1, 2017, 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 At the end of each school year, the Employer shall supply to a substitute, upon that teacher's request, the number of substitute teacher days taught by the teacher during that school year.
- 5.3.2 Substitute teachers with a full-day teaching assignment will not be responsible for supervisory duties above and beyond the schedule of the teacher(s) they are replacing.

- 5.3.3 A substitute teacher will be hired to cover the classes of a teacher designated as acting principal, where reasonably practical.
- 5.3.4 No substitute teacher assignment shall be cancelled later than 6:00 p.m. the evening before unless cancellation is due to inclement weather, cancellation of classes, school closure, or if another similar assignment within a reasonable distance is offered for the same date as the canceled assignment.

## **6. PART TIME TEACHERS**

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

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

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

6.2.1 *The salary of a part-time teacher shall be calculated by determining the salary to which the teacher would be entitled to if the teacher were teaching on a full-time basis and applying to this amount the percentage that is equivalent to the actual time assigned the teacher by the Employer.*

### **6.3 Part-time Teachers Benefits and Proration**

6.3.1 *The premiums for part-time teachers who are eligible shall be paid in accordance with clause 7.1.2 on a prorata basis.*

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

Any teacher employed on a full-time (1.0 FTE) continuous contract as of September 1, 1996 who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 211(2) of the *Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.

## 7. GROUP BENEFITS

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

7.1.1 *The Employer shall effect and maintain:*

a) *Alberta School Employee Benefit Plan (ASEBP)*

- *Extended Disability - Plan D*
- *Life, Accidental Death and Dismemberment, Schedule II*
- *Extended Health Care - Plan 1*
- *Dental Care - Plan 3*
- *Vision Care - Plan 3*

b) *Alberta Health Care Insurance (AHC).*

7.1.2 *The Employer shall contribute towards the payment of the premiums for the plans specified in clause 7.1.1 as follows:*

7.1.2.1 *For teachers teaching in schools within the Livingstone Range School Division No 68, the Employer shall contribute towards the payment of the premiums for the plans specified in clause 7.1.1 at the rate of 98 per cent of the premium per teacher except for leaves identified in article 9.2 which exceed 30 calendar days or where stated elsewhere in this agreement or when the teacher becomes eligible to receive disability benefits.*

*Effective September 1, 2019, the contribution for the plans specified in clause 7.1.1(a) will increase to 100% of each teacher's monthly premium.*

- *ASEBP Extended Health Care, Plan 1 – 98 per cent of each participating teacher's premium.*

*Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.*

- *ASEBP Dental Care, Plan 3 – 98 per cent of each participating teacher's premium.*

*Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.*

- ASEBP Extended Disability, Plan D – 98 per cent of each participating teacher's premium.

*Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.*

- ASEBP Life, Accidental Death & Dismemberment, Schedule II – 98 per cent of each participating teacher's premium.

*Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.*

- ASEBP Vision Care, Plan 3 – 98 per cent of each participating teacher's premium.

*Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.*

- Alberta Health Care Insurance – 98 per cent of each participating teacher's premium.

## **7.2 Group Benefits Eligibility**

7.2.1 *When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

7.2.2 *Subject to the provisions of the master policies and Alberta Health Care regulations, all eligible teachers shall participate in the Extended Disability, Plan D and the Life Insurance, Schedule II Plan and the Alberta Health Care Insurance Plan, as a condition of continued employment with the Employer.*

7.2.3 *It is understood, however, that participation in the Extended Health Care, Plan 1, the Dental Care, Plan 3, and the Vision Care, Plan 3, is not a condition of continued employment with the Employer.*

## **7.3 Health Spending Account**

7.3.1 *The Employer will continue to maintain for each eligible teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements and administered by ASEBP. The Employer will contribute \$35.41 per month for each eligible teacher to a yearly total of \$425. This contribution shall be pro-rated for teachers employed with the Employer. The unused balance will be carried forward for a total accumulation of two years. The*

*teachers leaving the employ of the Employer will forfeit any remaining balance. In this article “eligible teacher” means any teacher on a continuing, probationary, interim or temporary contract.*

7.3.2 *Effective September 1, 2019, the amount will increase to \$60.42 per month for each eligible teacher to a yearly total of \$725.*

7.3.3 Effective September 1, 2020, and subject to the policies of ASEBP, this account will be amended to be a HSA/Wellness Spending Account.

#### **7.4 Other Group Benefits**

7.4.1 It is understood that payments toward the aforementioned benefit plan shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

7.4.2 It is understood that any teacher who becomes eligible to receive disability benefits as provided in the ASEBP will not be entitled to receive any salary from the Employer while they are eligible to receive disability benefits.

### **8. CONDITIONS OF PRACTICE**

#### **8.1 Teacher Instructional and Assignable Time**

8.1.1 *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

8.1.2 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

#### **8.2 Assignable Time Definition**

8.2.1 *Assigned Time is defined as the amount of time that employers 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) *Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) *staff meetings*
- g) *time assigned before and at the end of the school day*
- h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

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

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

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

### **8.3 Other Conditions**

8.3.1 *Staff deployment and administrative time shall be the responsibility of the superintendent in consultation with the school principal. It is the responsibility of the school principal to consult with their staff.*

8.3.2 *Duty Free Lunch (Effective April 7, 2019)*

- 8.3.2.1 *Effective April 7, 2019, the Employer will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
- 8.3.2.2 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2.3 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.2.4 *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 New Teacher Orientation**

- 8.4.1 New teacher orientation days will be within the related school year calendar or the teacher will be provided 1 day in lieu to be used in the related school year at a day agreeable to the teacher and the superintendent.

### **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 Employer'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 *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

#### **9.2 Professional Improvement Leave**

- 9.2.1 Professional leave shall mean leave of absence granted by the Employer on application by a teacher for the following reasons:
  - a) Study approved by the Employer to upgrade a teacher's academic or professional status or for other reasons which are acceptable to the Employer.

- 9.2.2 A teacher who is granted professional leave shall give an undertaking in writing to return to their teaching duties following expiration of their leave and shall not resign from teaching service, other than by mutual agreement between the Employer and the teacher, for a period of at least two school years after resuming their duties. Should a teacher resign or retire from service of the Employer before completing their two years service following such leave, repayment of leave salary shall be made to the Employer on a prorata basis.
- 9.2.3 All applications for professional leave shall be submitted in writing to the Employer by February 1 preceding the school year in which the professional leave is to commence.
- 9.2.4 The Employer, after reviewing the application(s) for professional leave, may grant such professional leave. Those granted professional leave shall be so informed by March 15 preceding the school year in which the professional leave is to commence.
- 9.2.5 A teacher who is granted professional leave for a school year shall receive as salary \$18,000 during the year of their professional leave, payable in a manner agreed upon by both parties. For a semester of professional leave, payment as salary shall be \$9,000. A part-time teacher granted a professional leave shall receive the applicable salary herein on a prorata basis.
- 9.2.6 A teacher on professional leave shall be responsible for payment of benefit premiums.
- 9.2.7 Professional leave may be applied for after five years or during the fifth year of continuous service with the Employer.
- 9.2.8 Resumption of duties shall be as per article 14.5.

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

- 10.1 *In the first year of service with the Employer, a teacher shall be entitled to 20 school days of sick leave at full salary. During the second and subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in article 10.1. Notwithstanding the above, after 20 school days of continuous absence in a teacher's first year of service, no further salary shall be paid. After 90 calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the*

*provisions of ASEBP shall take effect. A teacher who, in their second or subsequent year of service returns to work after a continuous absence of 90 calendar days shall have their sick leave entitlement under article 10.1 reinstated.*

10.3 *When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled except as provided in clause 10.3.1.*

10.3.1 *Notwithstanding article 10.3, in the case of a teacher who has had previous service with the Employer and re-enters its employ within 26 months of leaving and upon production of a medical certificate of good health, the sick leave accumulated, article 10.1, during the period of employment with the Employer shall be reinstated to the credit of the teacher.*

10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of four or more consecutive teaching days may be required to present a medical certificate within one month of commencing medical leave.*

10.5 *A teacher who is absent from school duties to obtain medical or dental treatment or because of accident, disability or sickness for a period of three consecutive teaching days or less, may be required to present a signed statement giving reasons for such absence.*

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

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

11.1.1 *A teacher shall be entitled to maternity leave for a period not exceeding 18 weeks.*

11.1.2 a) *The Employer will implement a 95 per cent supplementary unemployment benefits plan which each teacher shall access for pay for a period of 17 weeks of maternity leave.*

b) *The teacher should apply for employment insurance benefits no later than five days after the commencement of the leave.*

11.1.3 *The Employer shall pay its portion of each teacher's benefit plan premiums for the 17 week period. The remainder of the maternity leave, exclusive of the 17 week period, shall be without pay and Employer contribution of premiums.*

11.1.4 *Each teacher shall endeavor to notify the Employer verbally of her leave requirements three months in advance. However, she shall*

*give the Employer at least two weeks written notice of the day on which she intends to commence maternity leave.*

- 11.1.5 *In addition to the 18 week leave, each teacher may be eligible to apply for a further maternity related personal leave without pay and Employer contribution to benefit premiums provided such is contiguous with the maternity leave. During this period, the teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 per cent of the premiums directly to ASEBP and she receives ASEBP approval.*
- 11.1.6 *At least two weeks prior to the maternity-related personal leave commencing, each teacher shall endeavor to provide written notice to the Employer of the date she plans on returning to work.*
- 11.1.7 *A teacher shall be entitled to adoption leave without pay or Employer contribution to benefits. The teacher concerned shall apply for such leave at least 60 days prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the leave shall not be denied.*
- 11.1.8 *Through the maintenance phase of this collective agreement a mutually agreed to SUB plan shall be implemented and attached to this collective agreement.*
- 11.1.9 *The 95 per cent payment will be calculated based upon 1/200 of the teacher's salary for each day the teacher would have worked, providing that the total amount paid to the teacher is not greater than the amount the teacher would have received had she not been on leave.*
- 11.1.10 *Resumption of duties shall be as per article 14.5*
- 11.1.11 *For pregnancy related absences commencing during the period starting 10 weeks prior to the date of delivery, the provisions of the sick leave article (article 10) shall not apply and the teacher shall access the SUB plan for salary and benefit continuance.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent*

*of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the Employer 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 Employer 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 Employer 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 Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

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

- 11.3.1 *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 17 weeks of leave.*
- 11.3.4 *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The Employer 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 will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a 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 Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher,*



*the Employer will continue paying the Employer 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 Employer 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 Employer paid benefit premiums, and shall reimburse the Employer 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 Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*

*11.4.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer 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 *Personal leave for one day in any school year shall be granted, subject to operational requirements of the school, for attending to private concerns. Where possible, at least 5 operational days' notice shall be given to the principal or in the case of a principal to the superintendent or their office. If personal leave is being used to extend a regularly scheduled holiday the principal of the school shall be given 30 days' notice. Extenuating circumstances can be granted at with the approval of the superintendent or designate.*

12.2 Given the importance of professional development, it is preferred that personal leave not be requested for professional development days. If a request is submitted, 10 operational days notice should be given and the teacher should indicate what steps they will take to ensure they are up-to-date on the focus of the professional development day.

### **12.3 With Partial Pay**

12.3.1 Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute as defined in clause 5.1.5 is forthcoming to the Employer through payroll deduction or payment from other sources:

12.3.1.1 Personal leave for not more than five days in any school year shall be granted, subject to operational requirements of the school, for attending to private

concerns. Where possible, at least 5 operational days' notice shall be given to the principal or in the case of a principal to the superintendent or their office. If personal leave is being used to extend a regularly scheduled holiday the principal of the school shall be given 30 days notice.

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

- 13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer 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 Employer 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 Employer. The Association will reimburse the Employer 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 a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.4 *During such secondment, the Employer 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 Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

### **14. OTHER LEAVES**

- 14.1 **With Full Pay** - A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer. Where such teacher is absent:

#### **14.1.1 Critical Illness and Death Leave**

14.1.1.1 *For not more than five teaching days per school year, if necessary, because of the critical illness, and not more than five teaching days per school year, if necessary, for the death of any of the following legal relatives of the teacher or their spouse: spouse, child, parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other relative who is a member of the teacher's household.*

14.1.1.2 *Where critical illness is not followed by death within 30 days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within 30 days of their being notified.*

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

14.1.2.1 For one teaching day per year in the event of the birth of the teacher's child or the adoption of a child by the teacher if the event occurs on a teaching day.

#### **14.1.3 Impassable Roads Leave**

14.1.3.1 For those school days on which a teacher is unable to reach the school from their usual place of residence because of impassable public roads, provided that the teacher contacts the school principal as soon as possible to advise the principal of their absence.

14.1.3.2 If public roads become passable, a teacher may attend school after consultation with administration.

#### **14.1.4 Family Medical / Need Leave**

14.1.4.1 *A teacher shall have access to use up to three days per school year in order to care for their sick spouse, child or parent.*

### **14.2 Jury Duty / Court Appearance Leave**

Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute as defined in clause 5.1.3 is forthcoming to the Employer through payroll deduction or payment from other sources.

- 14.2.1 Jury duty will be granted as leave with pay on the condition that any stipend received be turned over to the Employer.
  - 14.2.1.1 For jury duty or for attending for selection purposes or any summons related thereto.
  - 14.2.1.2 To answer a subpoena or summons to attend as a witness in any proceeding, authorized by law, compelling the attendance of the teacher, providing such is in accordance with the professional duties of the teacher.
  - 14.2.1.3 To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the teacher.
  - 14.2.1.4 Provided that in 14.2.1.1, 14.2.1.2, and 14.2.1.3, the teacher remits to the Employer any witness fee or jury stipend, excluding allowances and/or expenses, set by the court or other body.

### **14.3 Discretionary Leave**

- 14.3.1 Additional leaves of absence with or without pay and other benefits of this agreement may be granted to teachers upon request at the sole discretion of the Employer.

### **14.4 Resumption of Duties**

- 14.4.1 Resumption of duties shall be as per article 14.5

### **14.5 Return to Duty**

- 14.5.1 Teachers returning to duty from leave of one year or less or to full-time duty from part-time or job sharing arrangements of one year or less shall be placed in the position they held prior to the leave or arrangement or treated no less favourably than had they been actively teaching.
- 14.5.2 The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.

### **14.6 Deferred Salary Leave**

- 14.6.1 The Employer agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix to this collective agreement and as available at the central office and at each school.

## **14.7 School closure**

14.7.1 When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school but should continue to work from home or an alternate location.

## **15. CENTRAL GRIEVANCE PROCEDURE**

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

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

15.2 *“Central item” means any item which is in italics in this collective agreement.*

15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*

15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work.*

15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*

15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*

- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
  - b) *The central item or items relevant to the difference,*
  - c) *The central item or items and the non-central item or items, where the difference involves both, and*
  - d) *The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the Employer affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the collective agreement.*
  - b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
  - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *Any affected Employer.*
  - c) *Teachers covered by the collective agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

***Effective May 1, 2019, the following clauses apply for central grievances commencing on or after May 1, 2019 and shall repeal and replace clauses 15.1 to 15.16 above.***

- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
  - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*

- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
  - b) The central item or items relevant to the difference,*
  - c) The central item or items and the non-central item or items, where the difference involves both, and*
  - d) The remedy requested.*



- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*

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

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

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

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 The following grievance procedure is in accordance with the requirements of the *Labour Relations Code* and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this collective agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

16.2 Step 1 - Such differences (hereinafter called a grievance) shall first be submitted in writing to the Teacher Welfare Committee (TWC) chair of the Local of the Association who shall forward it to the Coordinator of Teacher Welfare of the Association and the Director of Corporate Services of the Employer.

- a) Such written submission shall be made within 30 days from the date the grievor first had knowledge of the alleged violation.
- b) The submission shall set out the nature of the grievance, the articles of this collective agreement which are alleged to have been violated and the remedy sought.

- c) If the grievance is not resolved after 15 days from the submission of the grievance, the grievor may proceed to step 2.
- 16.3 In the case of a difference between the Association and the Employer, either party may institute a grievance by, in the case of the Association, forwarding written particulars of the grievance to the superintendent of Schools of the Employer and in the case of the Employer, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Association within 30 days from the time the grievor first had knowledge of the difference. If the grievance is not resolved after 15 days, the grievor may proceed to Step 2.
- 16.4 Step 2 - Either party may by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.
- a) Such notice must be given within 10 days after the date the 15 day limitation above expires.
  - b) Concurrently with the notice by the party requiring the establishment of an arbitration board, the party shall name its nominee to the board and the recipient of the notice shall, within five days, inform the other party of its nominee to the board.
  - c) The two nominees so appointed shall, within five days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, any party may request the director of mediation services to make the necessary appointment.
- 16.5 The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement, in writing, to alter the time limits. Failure of the grievor to act within the prescribed time limits shall cause the grievance to end. Additionally, failure of the Employer to act within the prescribed time limits shall permit advancement of the grievance to the next step.
- 16.6 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 16.7 Step 3 - The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.
- a) Such award shall be final and binding upon the parties and upon any employee affected by it.

- b) The decision of a majority of the arbitration board is the award of the board, but where there is no majority (or unanimity) the decision of the chairman governs and shall be deemed to be the award of the board.
- c) Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear in equal proportions the expense of the chairman.
- d) The arbitration board by its decision shall not alter, amend or change the terms of this collective agreement.
- e) All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.
- f) Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Transfers**

- 17.1.1 All new positions will be posted in schools except during school holidays. Positions coming open during the school year may be filled internally or externally, but must be advertised before being filled permanently.
- 17.1.2 All transfers are subject to the provisions of section 212 of the *Education Act*.
- 17.1.3 A teacher may appeal a transfer to the Employer. A written appeal must be submitted to the Employer within seven days. The Employer may set a date and time for the hearing requested that is not earlier than 14 days after the teacher receives notice of the transfer unless the teacher agrees in writing to an earlier date.
- 17.1.4 Nothing in this article prevents a teacher from exercising their right to an appeal of the transfer to the Employer and the courts.
- 17.1.5 Transfer decisions are subject to the grievance provisions of this collective agreement.
- 17.1.6 No teacher shall normally be required to accept a transfer of more than 55 kms from the teacher's last school assignment.

- 17.1.7 When program changes eliminate the availability of a position within the 55 kms restriction, a teacher may be required to transfer further.
- 17.1.8 Subject to clause 17.1.7, unless a teacher agrees, a teacher cannot be transferred more than 55 kms from the teacher's last school assignment within three calendar years of the last transfer.
- 17.1.9 All transfers will be done in a fair, just and reasonable manner.

**17.2 Information and Files**

- 17.2.1 The parties hereby recognize that, basic to the proper management and administration of a school system, it is the Employer's right and responsibility to formulate and adopt policies and regulations.
- 17.2.2 The Employer shall post the collective agreement and the link to the ASEBP website on the Livingstone Range School Division website.

IN WITNESS WHEREOF the parties have executed this Collective Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On behalf of the Board of Trustees of the Livingstone Range School Division

On behalf of the Alberta Teachers' Association

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

\_\_\_\_\_  
 Date

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

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

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

1. Scope

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

2. Process

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

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

- c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.
- e) The arbitrator will first endeavour to assist the parties in mediating a resolution.
- f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.
- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Letter of Understanding #9 – Professional Development Fund**

The Employer will establish a Two-Year Pilot Project to be collaboratively administered by the LRSD Professional Development Council and Livingstone Range Local No 14. The Employer will contribute \$50,000 per annum. There will be a rollover of any unused funds. The Pilot will take place during the 2018–19 and 2019–20 school years.

The Employer will continue the Pilot Project professional development fund for the 2020/21 school year to be collaboratively administered by the LRSD Professional Development Council and Livingstone Range Local No. 14. The Employer will contribute \$50,000. There will be a rollover of any unused funds. Prior to May 2021 Leadership of the Employer will meet with the LRSD Professional Development Council to discuss professional development going forward.