

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 NO. 68**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

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This collective agreement is made this 3 of September 2019 between The Livingstone Range School Division No. 68 (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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, 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.*

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 *The Association is the bargaining agent for each bargaining unit and:*

1.3.1 *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*

1.3.2 *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.*

- 1.4 *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.*
- 1.5 *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.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

2. TERM

- 2.1 *The term of this collective agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*
- 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

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.*

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, 2016*

Years of teaching experience	Years of University Education					
	One	Two	Three	Four	Five	Six
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	55,174	62,264	69,905	93,988	97,403	101,152

Effective September 1, 2017, C1, C2 and C3 of education will be eliminated. All teachers who currently receive an annual salary under C1, C2 and C3 will be appointed to the next step within the

fourth year (C4) that is the nearest, but not less than, the teacher's current annual salary. If that step on the grid is not C4 Max, the teacher is eligible for grid movement on the basis of experience increments.

Effective September 1, 2017

Years of teaching experience	Years of University Education		
	Four	Five	Six
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
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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

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.*

3.4 Experience

- 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 his/her 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 school jurisdiction, as defined in the school acts of the various provinces of Canada or with a comparable school jurisdiction in the United States.*

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 his/her 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. 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.

4.2.2 Assistant Principal / Vice-Principal Allowances

4.2.2.1 In addition to his/her 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.

4.2.3 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 Any teacher in receipt of an allowance shall only be entitled to receive one allowance. In the event that a teacher is currently in receipt of more than one allowance, the higher allowance shall remain in effect. Any teacher currently receiving more than one allowance shall have their current salary and allowances red-circled until the end of the 2018/19 school year, or until their salary and allowance surpasses the current rate, whichever comes first.

4.3.2 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 In a school where there is no assistant principal (vice-principal), a teacher shall be designated by the Employer to be acting principal in the absence of the principal and shall be paid an amount equivalent to 1/200 of 50 per cent of the principal's allowance for each full day of the principal's absence.

- 4.4.2 When, in the absence of the principal, the assistant principal (vice-principal) or any other designee acts in his/her 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.
- 4.4.3 In a school where both the principal and assistant principal (vice-principal) are absent, 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**

- 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.*

4.6 Other Administrator Conditions

4.6.1 Lieu Days

4.6.1.1 Principals shall receive two (2) days 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 kilometre allowance. The allowance payable shall be as established by the Employer and shall be equivalent to the basic per kilometre allowance established for central office personnel.

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

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 *The rate of pay for substitute teachers shall be \$199.38 per diem including holiday pay. The one-half day rate shall be 50 per cent of the full-day rate.*

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 his/her 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.

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.*

6.2 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 *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

6.4.1 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 103(2) of the *School 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.*

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

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

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

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

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

7.4 **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 School Act and regulations made pursuant to the School 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 his/her staff.*

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 his/her teaching duties following expiration of his/her 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 his/her duties. Should a teacher resign or retire from service of the Employer before completing his/her 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 his/her 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 14.8.

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 his/her second or subsequent year of service returns to work after a continuous absence of*

90 calendar days shall have his/her 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*

- 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 14.8*
- 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*

- 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 his/her 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.*

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 his/her 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 5.1.3 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 14.4.2.1, 14.4.2.2, and 14.4.2.3, 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 14.8

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.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 *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.*

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 104 of the *School 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 his/her rights 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.

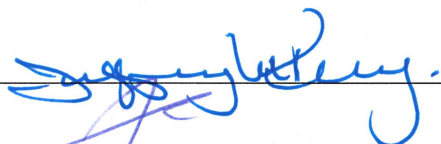
17.2 Information and Files

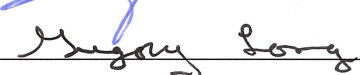
17.2.1 The parties hereby recognize that, basic to the proper management and administration of a school system, it is the Employer's right and responsibility to formulate and adopt policies and regulations.

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 3 day of September, 2019.

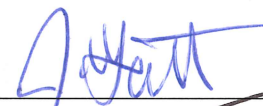
On behalf of the Board of Trustees of the Livingstone Range School Division No 68




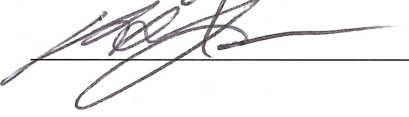


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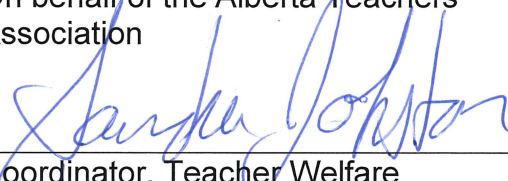
On behalf of the Livingstone Range Local No 14, the Alberta Teachers' Association

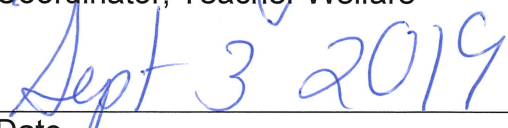






On behalf of the Alberta Teachers' Association



Coordinator, Teacher Welfare


Date

New Letter of Understanding #1 – Trial Program on Time Off for Compression

1.1 This Letter of Understanding is made pursuant to Article 8 of the collective agreement (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current collective agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the Employer but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

	Maximums		
	Instructional Days	Non Instructional Days	Total Days
	190	10	200
	189	11	200
	188	12	200
	187	13	200
	186	14	200
	185	15	200
	184	16	200
Base	183	17	200
	182	17.5	199.5
	181	18	199
	180	18.5	198.5
	179	19	198
	178	19.5	197.5
	177	20	197
	176	20.5	196.5
	175	21	196
	174	21.5	195.5
	173	22	195
	172	22.5	194.5
	171	23	194
	170	23.5	193.5

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.

New Letter of Understanding # 2 – Me Too Clause/Increase Modifier

1. For the purposes of this Letter of Understanding only, the following definitions apply:
 - 1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:
 - Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
 - Alberta Health Services and United Nurses of Alberta
 - Alberta Health Services and the Health Sciences Association of Alberta
 - Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
 - Alberta Health Services and Alberta Union of Provincial Employees – General Support Services
 - 1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.
 - 1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.
 - 1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.
 - 1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.
 - 1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between employers and unions listed in Clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program

1. *Each employer will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of Employer representatives, appointed by the Employer or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the Employer. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that Employer. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that Employer.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The Employer must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*

New Letter of Understanding #4 – Professional Development Fund - Two-Year Pilot Project

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.