

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**RED DEER SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Red Deer School Division, herein called the School Division and the Alberta Teachers' Association, herein called the 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*Effective February 12, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

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

WHEREAS the parties desire that these matters be set forth in an agreement,

NOW THEREFORE THIS AGREEMENT WITNESSETH:

## **1. APPLICATION/SCOPE**

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

*Effective February 12, 2020, clause 1.1 above is repealed and replaced by the following clause:*

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

### 1.2 Excluded Positions

1.2.1 Superintendent

1.2.2 Deputy Superintendent

- 1.2.3 Associate Superintendents
- 1.2.4 Assistant Superintendents
- 1.2.5 Director of Community Relations
- 1.3 *Effective February 12, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective February 12, 2020)*
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the school divisions in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any*

*previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective February 12, 2020, all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 It is agreed that the executive of the ATA Local No. 60 shall be informed of any changes to the School Division Policy Handbook, except for those policies dealing with School Division governance and operations and personnel policies relative to non-association staff, at least 15 operational days prior to those changes being effective.

## **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 the School Division 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 the 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 the School Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and the School Division shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement**

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

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

**2.8 Provision of Information (Effective until February 12, 2020)**

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

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

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

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

c) *Most recent School Division financial statement;*

d) *Total benefit premium cost;*

e) *Total substitute teacher cost; and*

f) *Total allowances cost.*

**2.8 Provision of Information (Effective February 12, 2020, the following clause repeals and replaces clause 2.8 above)**

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their*

*school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

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

**2.8.2.2** *HSA/WSA/RRSP utilization rates;*

**2.8.2.3** *Most recent School Division financial statement;*

**2.8.2.4** *Total benefit premium cost;*

**2.8.2.5** *Total substitute teacher cost; and,*

**2.8.2.6** *Total allowances cost.*

### **3. SALARY**

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

**3.1.1** Payments will be made on the 25th day of each month, with the exception of December.

**3.1.2** For the month of December, teachers shall receive their pay on the last school day prior to the Christmas break.

**3.1.3** The School Division will make salary payments by way of an electronic deposit system.

#### **3.2 Grid**

**3.2.1** *The School Division shall pay all teachers in its employ the salaries and allowances as herein set forth.*

**3.2.2** *The years of teacher education of a teacher and the years of teaching experience shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. One month's salary shall be considered to be one-twelfth (1/12<sup>th</sup>) of the annual salary rate applicable in that month. Teachers leaving*

*the employ of the School Division at the end of the school year shall receive their July and August payments in June of that year.*

**3.2.3** *Salary rates and the experience increments for each year of teacher education are set forth in the following table:*

*Effective September 1, 2018*

<i>Experience</i>	<i>4</i>	<i>5</i>	<i>6</i>
<i>1</i>	<i>59,555</i>	<i>63,007</i>	<i>66,760</i>
<i>2</i>	<i>63,410</i>	<i>66,862</i>	<i>70,615</i>
<i>3</i>	<i>67,265</i>	<i>70,718</i>	<i>74,471</i>
<i>4</i>	<i>71,121</i>	<i>74,572</i>	<i>78,326</i>
<i>5</i>	<i>74,976</i>	<i>78,429</i>	<i>82,181</i>
<i>6</i>	<i>78,832</i>	<i>82,283</i>	<i>86,036</i>
<i>7</i>	<i>82,686</i>	<i>86,139</i>	<i>89,893</i>
<i>8</i>	<i>86,542</i>	<i>89,994</i>	<i>93,747</i>
<i>9</i>	<i>90,398</i>	<i>93,850</i>	<i>97,603</i>
<i>10</i>	<i>94,253</i>	<i>97,705</i>	<i>101,457</i>

**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 Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications School Division established by 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 changes in salary relating to years of teacher education shall be the commencement of the school year and February 1st of each year.*

**3.3.3** *Each teacher claiming additional year(s) of teacher education and each teacher commencing employment with the School Division, shall supply the School Division within sixty (60) calendar days of the above-mentioned dates or from the date of commencement of duties, a statement of qualifications or proof of application to be issued by the Teacher Qualifications Service. Until the teacher*



*submits the said statement of qualifications, 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 their teaching certificate.*

*If proof of application for the statement of qualifications is supplied within sixty (60) calendar days, the years of teacher education shall be paid retroactively according to clause 3.3.3 and upon receipt of an official statement from Teacher Qualifications Service.*

*If proof of application for the statement of qualifications is not supplied within sixty (60) calendar days, salary shall be adjusted effective the beginning of the month following the receipt of a statement of qualifications from the Teacher Qualifications Service.*

**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 School Division established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

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

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

3.3.3.1 *If proof of teacher education or application is received within (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 School Division 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 a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*

*3.4.4 Provisions 3.4.1 through 3.4.3 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 the School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

*3.4.5 Previous experience under continuing, probationary or temporary contract in public schools, separate schools, approved private schools, government approved Early Childhood Services programs, colleges and universities, and substitute teaching will be recognized for salary purposes. Verification of this experience or proof of applying for such verification shall be provided by the teacher within sixty (60) calendar days from the date of commencement of duties. If proof of experience is supplied within sixty (60) calendar days, the years of teacher education shall be paid retroactively. If proof of*

*experience is not supplied within sixty (60) calendar days, salary shall be adjusted effective the beginning of the month following the receipt of such proof.*

*For the purposes of establishing a teacher's initial placement on the salary scale at the point of hire, previous experience earned through substitute teaching with a jurisdiction in Alberta will be recognized for any teachers hired on or after September 1, 2014. This clause shall not be applied retroactively and therefore teachers hired prior to September 1, 2014 shall not have the previous experience reconsidered as a result of this provision.*

*3.4.6 Teachers who teach for only part of a school year(s) must accumulate at least the equivalent of one hundred sixty (160) full time equivalent days of teaching service in order to become eligible for an increment.*

*3.4.7 Substitute teachers shall be eligible for salary experience increments after the accumulation of one hundred and sixty (160) full time equivalent days of substitute teaching and/or contract teaching with the Red Deer School Division.*

*3.4.7.1 Effective September 1, 2017, substitute teachers shall be eligible for salary experience increments after the accumulation of one hundred and sixty (160) full time equivalent days of substitute teaching and/or contract teaching.*

*3.4.8 The adjustment dates for changes in salaries due to additional increment entitlement shall be the opening day of the school year or the first of February of each school year.*

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

*Teachers shall:*

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

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

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

- 3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

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

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

3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between 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 Special Consideration for CTS Trade and Other Education and Experience**

3.5.1 *The School Division shall place a teacher at any step within the salary table, provided that:*

3.5.1.1 *this original placement is justified on the basis of approved trades training and experience in business, trade or industry;*

3.5.1.2 *a teacher who holds one or more Alberta Journeyman's Certificates or the equivalent related to the teaching assignment, shall be granted one (1) year in teacher education on the basis of such trades qualifications in addition to actual teacher education as per Teacher Qualifications Service;*

3.5.1.3 *advancement after original placement will be on the basis of teacher education under clause 3.3 and teacher experience under clause 3.4.*

3.5.2 *The original placement on the salary table shall be subject the grievance procedure in article 15. Notwithstanding clause 16, a grievance under this article shall be brought forth within two years from the original placement.*

### **3.6 Other Rates of Pay**

3.6.1 *Summer school teachers shall be paid according to the following formula:*

*Standard Teacher Cost\* / 200 days per year / 9.1 hours per day = hourly rate of remuneration*

*\*Standard Teacher Cost is the amount charged to schools on a yearly basis for each full-time equivalent teacher.*

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

**4.1 Creation of New Designations/Positions**

4.1.1 If an allowance is to be paid to a teacher appointed to a classification which appropriately belongs within the bargaining unit, but is not provided for in the collective agreement, the amount of such allowance must be determined by negotiations with the Association prior to the appointment. The School Division shall provide notification of any new classification to the Chair of the TWC and the Coordinator of Teacher Welfare.

**4.2 Administration Allowances**

4.2.1 *Principal: In addition to the salary earned as a teacher, a principal shall receive the applicable administrative allowance according to the following schedule:*

<i>Category A</i>	<i>Category B</i>	<i>Category C*</i>	<i>Category D</i>
<i>1-15 FTE Teachers (excluding Principal)</i>	<i>15.01 - 25 FTE Teachers (excluding Principal)</i>	<i>25.01 - 35 FTE Teachers (excluding Principal)</i>	<i>35.01+ FTE Teachers (excluding Principal)</i>
<i>\$24,229.00</i>	<i>\$25,500.00</i>	<i>\$27,081.00</i>	<i>\$27,081.00 Plus: 35.01-70.00 FTE teachers: \$243.00 per teacher Over 70.00 FTE teachers: \$227.50 per teacher</i>

*\* Category C includes the Principal of the Alternative School Centre.*

4.2.2 *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.*

- 4.2.3 *Vice-Principal: In addition to the salary earned as a teacher, a vice-principal shall receive an administrative allowance equal to 50% of the allowance designated for a principal of that school.*
- 4.2.3.1 *Effective September 1, 2019, the minimum allowance for Vice-Principal will be adjusted in accordance with current proportionality to the Principal allowance.*
- 4.2.4 **Curriculum Leaders**
- 4.2.4.1 *High School Curriculum Leaders shall be provided with an allowance of \$2,940.00*
- 4.2.4.2 *High School Curriculum Leader recommendations will be made by department members and must receive the approval of the Principal.*
- 4.2.4.3 *High School Curriculum Leader appointments will be for two year terms.*
- 4.2.4.4 *Teachers appointed as District Curriculum Leaders shall be provided with an allowance of \$2,940.00.*
- 4.2.5 *On September 1st of each year, the allowances described in 4.2.1, 4.2.2, 4.2.3, and 4.2.4 shall be adjusted by the same percentages as applied in clause 3.2.3.*

#### **4.3 Red Circling**

- 4.3.1 Any principal or vice-principal who is transferred as a result of a School Division request shall retain the same administrative allowance that was in effect at the time of the transfer until such time as the provisions of the Collective Agreement result in an increased allowance.

#### **4.4 Teachers with Principal Designations (Effective until February 11, 2020)**

- 4.4.1 *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 School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less (fewer) 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 School Division 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.*

*4.4.3 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 School Division 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.*

**4.4 Teachers with Principal Designations** (Effective February 12, 2020, the following repeals and replaces clause 4.4 above)

*4.4.1 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 School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

*4.4.2 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.*

**4.5 Other Administrator Conditions**

*4.5.1 In Article 4, reference to 'high school' shall mean only Lindsay Thurber Comprehensive High School and Hunting Hills High School.*

*4.5.2 Each school with eight (8) or more teachers (excluding the principal) shall have a vice-principal.*

*4.5.3 Each school with twenty-two (22) or more teachers (excluding the principal) shall have a second vice-principal.*

*4.5.4 Each of Lindsay Thurber Comprehensive High School and Hunting Hills High School shall have a principal and two or more vice-principals.*



- 4.5.5 *The teaching staff allocation as of September 30th shall be used for establishing the school category. The school principal shall not be included in this number.*
- 4.5.6 Principals shall be eligible to be absent from duty for up to four operational days during each school year and vice-principals shall be eligible to be absent from duty for up to two operational days during each school year, with full salary and benefits, and with each absence requiring the notification and approval of the Superintendent of Schools.
- 4.5.7 Teachers appointed to seconded positions within the district shall be paid their annual salary and any applicable allowance(s), as if they had retained their previous position, throughout the duration of the secondment. However, if an individual is seconded to a position for which the remuneration is higher than the individual's salary as a teacher, the individual shall receive the higher salary.
- 4.5.8 District Psychologists within the scope of the collective agreement will have vacation entitlements determined by the vacation schedule contained in the classified staff handbook.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *Effective April 30, 2019, the daily rate of pay for substitute teachers shall be \$205.00.*
- 5.1.2 Effective April 30, 2019, The rate of pay for substitute teachers who teach only one-half (1/2) day shall be fifty-seven percent (57%) of the daily rate of pay for substitute teachers.
- 5.1.3 *On September 1<sup>st</sup> of each year, the rate of pay for substitute teachers shall be adjusted by the same percentages as applied in clause 3.2.3, rounded to the nearest fifty cents (\$0.50).*
- 5.1.4 *These rates are inclusive of vacation pay allowance.*
- 5.1.5 *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.*
- 5.1.6 *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 *Notwithstanding clause 5.1.1 - 5.1.6, a substitute teacher who substitutes for the same teacher for a period of more than two (2) consecutive teaching days shall be paid as per their grid placement commencing with the third (3rd) day.*
- 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 *If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties, and where the injury is not compensable under Workers' Compensation, the School Division shall pay the teacher the per diem rate specified in clause 5.1.1 - 5.1.6 for a maximum of twenty (20) consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division.*
- 5.3.2 *Whenever practical the same substitute teacher shall be assigned for the duration of an 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.*

## **7. GROUP BENEFITS**

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

- 7.1.1 *It is agreed participation in Plan D of the Alberta School Employee Benefit Plan and Insurance Schedule II shall be a condition of*

*employment. On behalf of all teachers enrolled in the Plan, the School Division shall pay the monthly premium.*

- 7.1.2 *The School Division shall pay the monthly premium for Alberta School Employee Benefit Plan, Extended Health Care Plan 1, on behalf of all teachers enrolled in the plan.*
- 7.1.3 *The School Division shall pay the monthly premium for all teachers enrolled in ASEBP Dental Plan III. It is agreed participation in ASEBP Dental Plan III shall be a condition of employment for all teachers commencing employment on or after August 30, 1982, except where teachers are receiving coverage under a spouse's dental plan.*
- 7.1.4 *Effective September 1, 2019 add:*
- *ASEBP Extended Disability Benefits Plan D*
  - *ASEBP Life Insurance Plan 2*
  - *ASEBP Accidental Death and Dismemberment Plan 2*
- 7.1.5 *The School Division shall pay one hundred percent (100%) of the monthly premium for Alberta School Employee Benefit Plan Vision Care Plan 3 on behalf of all teachers enrolled in the plan.*
- 7.1.6 *The School Division shall pay the premium on behalf of a member of a teacher's immediate family and/or those declared as dependents as described by the policy of the current benefit provider of the School Division.*

**7.2 Health Spending Account. This clause expires August 31, 2020.**

- 7.2.1 *The School Division will contribute one thousand, one hundred and fifty-two dollars (\$1,152) per year on behalf of each eligible teacher to the Alberta School Employee Benefit Plan Health Spending Account.*
- 7.2.2 *The Health Spending Account will be administered by ASEBP as per HSA plan 1 and as allowed by Canada Revenue Agency (CRA) rules for the benefit of that teacher and their dependents(s). The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

**7.3 Health Spending Account/Wellness Spending Account (Effective September 1, 2020)**

- 7.3.1 *The School Division will contribute one thousand, one hundred and fifty-two dollars (\$1,152) per year on behalf of each eligible teacher*

*to the Alberta School Employee Benefit Plan combined Health Spending / Wellness Spending Account.*

7.3.2 *The Health Spending / Wellness Spending Account (Plan 2) will be administered by ASEBP as allowed by Canada Revenue Agency (CRA) rules for the benefit of that teacher and their dependents(s).*

7.3.3 *The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

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

7.4.1 Where a teacher employed on a contract by the School Division is ineligible for regular group benefits with the Alberta School Employee Benefit Plan due to their age, the School Division agrees to pay the same premium contributions to the teacher as provided in article 7.

7.4.2 It is understood that payment of premiums of the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebate or premiums otherwise required under Employment Insurance Regulations.

### **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 the School Division assigns 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) *The School Division 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 School Division to occur at a particular time and place within a reasonable workday.*

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

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

- a) *the teacher is being provided with 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 travelling to and from the teacher's annual convention.*

### **8.3 Duty Free Lunch (Effective April 7, 2019)**

8.3.1 *Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

- 8.3.2 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.3.3 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.4 *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 *Local No. 60 shall be able to use the facilities of the school division at no cost to the Association for Association business including, but not limited to, the following activities:*
- *Bargaining Unit General Meetings*
  - *Executive Meetings*
  - *Committee Meetings*

## **9. PROFESSIONAL DEVELOPMENT**

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

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

### **9.2 Professional Improvement Leave**

- 9.2.1 *A teacher who has taught in the school system for a minimum of five (5) years may be granted a leave for professional improvement.*
- 9.2.2 *Application for leave shall be presented to the Superintendent of Schools not later than April 1st. Each application for leave shall be considered on its own merits by the School Division and the applicant must be notified of the School Division's decision within thirty (30) days after the deadline for receipt of applications.*

- 9.2.3 A teacher who is granted leave shall, upon their return, be given a position no less favourable than the one they had before the leave.
- 9.2.4 A teacher having been granted leave shall spend their time in the improvement of their professional standing by studying at a recognized learning institution. Application for leave shall be accompanied by a clear statement of the teacher's purpose.
- 9.2.5 In lieu of regular salary a teacher, while on a professional improvement leave, shall be granted a bursary as follows:
- 9.2.5.1 Fifty percent (50%) of the dollar amount in article 9.2.7 for a full year leave with arrangement for payment to be determined by the Applicant and Associate Superintendent, Human Resources, effective September 1, each year.
- 9.2.5.2 Twenty five percent (25%) of the dollar amount in article 9.2.7 for a leave of one (1) semester with arrangement for payment to be determined by the Applicant and Associate Superintendent, Human Resources, effective September 1, each year.
- 9.2.5.3 Alberta Health Care Insurance and ASEBP coverage will remain in effect during the leave.
- 9.2.6 A teacher who is granted leave shall agree in writing to serve the School Division for a period of not less than one (1) year for each semester taken.
- 9.2.7 The School Division shall commit an amount of eighty-eight thousand five hundred and eighty (\$88,580) dollars annually for such leaves.
- 9.2.8 The School Division shall approve all applications meeting the requirements to the maximum amounts outlined in clause 9.2.7.
- 9.2.9 The School Division will set aside a fund of fifty thousand dollars (\$50,000) per school year for implementation of a subsidy program for teachers of the Red Deer School Division who are currently on Continuing Contracts. The School Division will pay seventy-five percent (75%) of expenses incurred for tuition fees to a teacher who successfully completes an approved trades, undergraduate or graduate/post secondary course. Approvals must be made prior to the commencement of the course work and will be made by the Associate Superintendent – System Services in consultation with the Associate Superintendent-Human Resources and the PD chairperson of the Local ATA No. 60 or designate chosen by the

PD Committee. If the demand for the subsidy is greater than the allocated fund amount in any given year, the successful applicants will receive an equal percentage per completed course. The Associate Superintendent – System Services, in consultation with the Associate Superintendent-Human Resources and the PD Chairperson of the Local ATA No. 60, or designate chosen by the PD Committee will reserve the right to provide a maximum allocation to any individual teacher. Unexpended money shall be added to the following year's allocation.

- 9.2.10 Should there be a shortage of applicants requesting the available funds as outlined in 9.2.7, the unexpended funds shall be divided between clause 9.3 and the School Division's general account on the following basis: The first fifteen thousand dollars (\$15 000) to clause 9.3 with any remaining funding divided equally with a maximum allocation of \$29,500 dollars to clause 9.3 in any school year.
- 9.2.11 Applicants approved for a bursary in accordance with clause 9.2.5, may not simultaneously receive a subsidy in accordance with 9.2.9.

### **9.3 Conferences, Workshops and Seminars**

- 9.3.1 The School Division shall establish a fund to be distributed to Local #60 of the Alberta Teachers' Association. The funds shall be made available in two (2) equal installments, paid on September 1 and February 1 of each school year.

- 9.3.1.1 A teacher may use funds to support costs incurred in professional development activities or for resources related to an individual professional growth plan, including but not limited to: courses, workshops or conferences, online courses, books, interschool visitation, collaboration or practical research or any other professional development activities which the teacher believes meet a professional growth need. This money may not be used for the purchase of teaching resources, electronic devices, or capital items.

- 9.3.1.2 Local #60 shall be responsible for establishing the guidelines for administration of the fund established by this Clause.

- 9.3.1.3 The amount to be allocated to this fund shall be:

- September 1, 2017: \$297,250



9.3.1.4 The Clause shall apply to all members of the certified instructional staff, except the Superintendent, Deputy Superintendent, Associate Superintendents, and Assistant Superintendents, and Director of Community Relations.

9.3.1.5 At the request of the School Division, an annual accounting of monies distributed through the fund shall be sent to the Superintendent.

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

10.1 *In the first year of service with the School Division, a teacher shall be credited with twenty (20) days of sick leave at the beginning of the school year.*

10.2 *In the event that during the first year of service:*

- a) *a teacher has insufficient sick leave to provide full salary and benefits during the qualifying period for ASEBP Extended Disability Benefits, and*
- b) *the teacher is accepted by the insurance carrier as an Extended Disability claimant,*

*the School Division shall pay the salary and benefits of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an Extended Disability claimant and receives the first Extended Disability payment.*

10.3 *During the second and subsequent years of service, annual sick leave with full salary and benefits will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for (90) calendar days.*

10.4 *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to sick leave benefit of ninety (90) calendar days.*

10.5 *Notwithstanding clause 10.4, a teacher upon returning to work from a period of sick leave of less than ninety (90) consecutive calendar days thereafter will, if that teacher does not take any sick leave during the first ten (10) consecutive school days following return to work, have their sick leave entitlement reinstated to ninety (90) consecutive calendar days. If sick leave is taken for the same illness during the first ten (10) consecutive school days following return to work, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) consecutive calendar days.*

- 10.6 *When a teacher has been on sick leave for a period over forty-five (45) calendar days and wishes to return to work, the teacher may be required by the employer to provide medical evidence, satisfactory to the employer, stating that the teacher is fit to perform all regular duties on a full-time continuous basis.*
- 10.7 *Before any payment is made under the foregoing regulations, the teacher shall, if requested by the School Division, provide:*
- 10.7.1 *A declaration where the absence is for a period of three (3) days or less. This declaration shall be submitted within fifteen (15) days of return to work or on June 30<sup>th</sup>, whichever is sooner.*
- 10.7.2 *A medical statement signed by a qualified medical or dental practitioner where the absence is for a period of more than three (3) days. This medical statement shall be submitted within fifteen (15) days of return to work or on June 30<sup>th</sup>, whichever is sooner.*
- 10.7.3 *A further medical statement at the end of each month for the duration of the disability when the disability extends for a period of over one (1) month. If a fee is charged for obtaining such a medical statement, the cost will be paid by the School Division.*
- 10.7.4 *Non-compliance shall result in loss of salary for days absent.*
- 10.8 *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*

## **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, upon providing the School Division at least six (6) weeks notice in writing, shall be entitled to a maternity/parental leave of absence without pay or benefits for a period of up to fifty-two (52) weeks. Such notice shall be accompanied by a medical statement certifying that the teacher is pregnant and giving the estimated date of birth of the child.*
- 11.1.2 *Teachers seeking health related benefits during a maternity leave must provide the School Division with a medical statement from a qualified medical practitioner.*
- 11.1.3 *The School Division shall implement and maintain a 100% Supplementary Employment Benefits Plan for any health related period effective the date of birth of her child. Medical statement for*

*the health related period shall be provided as specified in clause 11.1.2.*

- 11.1.4 Prior to or during a maternity leave, upon application to the Associate Superintendent, Human Resources, a teacher may be granted a general leave of absence without pay or benefits for such period that is mutually agreed to by the employee and the Associate Superintendent, Human Resources.*
- 11.1.5 Upon expiration of the leave, the teacher shall be reinstated in the position she occupied at the time the maternity leave commenced, or be provided with alternative work of a comparable nature.*

**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 School Division to prepay 100 percent 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 School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 A teacher who commits to clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.2.3 the*

*teacher is not eligible to reapply for additional consideration under clause 11.2.3.*

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

### **11.1 Maternity Leave**

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

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

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

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

### **12.1 Personal Leave with Full Salary and Benefits**

- 12.1.1 *For the purpose of attending to personal concerns, two (2) days per year. Only teachers who are on contract for a minimum of one half of the school year shall be entitled to such leave. No personal leaves shall be granted to teachers to extend Christmas vacation. Personal leave days may not be taken during scheduled parent-teacher conference dates unless prior approval has been received from the Associate Superintendent – Human Resources.*

12.1.2 Personal leave days may be accumulated to a maximum of four (4) days in any given year. Unused days may be carried forward for a maximum of one (1) year.

## **12.2 Leaves of Absence Less the Cost of a Substitute**

12.2.1 Personal leave for not more than two (2) days in any school year shall be granted for attending to private concerns, subject to availability of substitute teachers. When possible, unless constrained by emergency, at least five (5) days notice shall be given to the school and Associate Superintendent, Human Resources.

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

13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of 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 School Division, the teacher, and the Association and is at no cost to the School Division.*

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

## **14. OTHER LEAVES**

- 14.1 The following definitions shall apply for the purposes of this clause:
- 14.1.1 School Year: The school year approved by the Board of Trustees of the Red Deer School Division.
  - 14.1.2 Near Relative: Parent, spouse, sibling, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law.
- 14.2 **Leaves of Absence with Full Salary and Benefits:** A teacher shall apply to the Associate Superintendent, Human Resources for and receive a personal leave of absence subject to the following conditions:
- 14.2.1 **Critical Illness, Death and Funeral Leave**
    - 14.2.1.1 *In any one school year, not more than five (5) days for the death of each near relative. However, when the funeral is to be held more than four hundred (400) kilometers from Red Deer, then six (6) days shall be granted for each near relative. These days do not have to be taken consecutively.*
    - 14.2.1.2 *In any one school year, not more than three (3) days for the critical illness of each near relative. For the purposes of this clause, critical illness shall be defined as a medical condition which is life-threatening or which requires admission to a hospital intensive care unit or palliative care unit.*
    - 14.2.1.3 *In any one school year, not more than one (1) day for attendance at the funeral of each close friend, aunt, uncle, first cousin, niece, nephew, and any other relative who was a member of the teacher's household at the time of death. However, when a funeral is to be held more than four hundred (400) kilometers from Red Deer, then one additional day shall be granted.*
  - 14.2.2 Attendance at the teacher's university convocation exercise, one (1) day.
  - 14.2.3 For the purpose of the teacher adopting a child, two (2) days.
  - 14.2.4 Paternity leave, which must be taken within ten (10) days of the birth, two (2) days.
  - 14.2.5 For the purpose of acting in any official capacity at a funeral, one (1) day.



- 14.2.6 For the purpose of obtaining citizenship papers, one (1) day.
- 14.2.7 Notwithstanding any of the above, in special situations the Associate Superintendent, Human Resources, may at their discretion, extend a leave.
- 14.2.8 For the purpose of attending the Grade 12 graduation or post secondary convocation of a spouse or child, one (1) day.
- 14.2.9 *For the purpose of attending to the medical concerns of children, a parent or spouse, two (2) days per year.*
- 14.2.10 For the purpose of jury selection or jury duty, or when subpoenaed to appear in court as a witness. Any witness fee or jury stipend received by the employee shall be remitted to the School Division.

**14.3 Leaves of Absence Less the Cost of a Substitute** (whether a substitute is required or not): A teacher shall apply to the Associate Superintendent, Human Resources for and receive a personal leave of absence subject to the following conditions:

- 14.3.1 *In any school year, to attend to a parent, spouse, or child who is critically ill for a time period which exceeds (3) days.*
- 14.3.2 *In any school year to care for each family member who is seriously ill. Length of time to be determined by the teacher and the Associate Superintendent, Human Resources.*
- 14.3.3 *In any one school year, the teacher shall be granted no more than two (2) days to attend to a near relative.*
- 14.3.4 To attend a function or conference of an organization in which the teacher holds an executive office.
- 14.3.5 To attend a special function, such as a wedding or an important anniversary.
- 14.3.6 For the purpose of writing university examinations, two (2) days.
- 14.3.7 To attend an event at which the teacher is being given special recognition for personal accomplishments.
- 14.3.8 To participate in a competition beyond the local level in which the teacher is representing the community or zone.
- 14.3.9 In any one school year to campaign for an elected provincial or federal office – not more than twenty (20) working days. The

teacher will be responsible for the actual cost of the substitute teacher.

14.3.10 To campaign for local political office, not more than three (3) days.

14.3.11 In any school year for filling a political office, other than mayor, such special leave on a day-to-day basis not to exceed twelve (12) days. The teacher will be responsible for the actual cost of the substitute teacher.

14.3.12 Any other reason that has been approved by the Associate Superintendent, Human Resources.

14.3.13 Notwithstanding any of the above, in special situations, the Associate Superintendent, Human Resources may, at their discretion, extend a leave.

14.3.14 For the purpose of providing consulting services to other Districts or Agencies, a maximum of five (5) days. Requests for release time for consulting services are to be forwarded to the Associate Superintendent, Human Resources for approval. If a substitute teacher is required during the employee's absence, it is the employee's responsibility to make the necessary arrangement through the normal channels.

**14.4 Leaves of Absence with Loss of Salary and Employer Contributions to Benefits:** After one (1) year of service a teacher may apply to the School Division for Leave:

14.4.1 For filling an elected provincial or federal office.

14.4.2 For the purposes of adopting a child, extending beyond the two days referenced in clause 14.2.3.

14.4.3 For other reasons acceptable to the School Division.

14.4.4 At the request of the teacher, the School Division shall allow the teacher to participate in the Benefits package they were participating in at the time of the leave. This cost shall be the sole responsibility of the teacher.

14.4.5 Such leave, if granted by the School Division, shall be limited to three percent (3%) of the staff at any one time. It shall not be credited as experience for increment purposes except when there is an exchange of positions that qualifies the teacher for an increment under clause 3.4. The teacher shall be entitled to a position on staff on his or her return and the School Division will

attempt to place the person in a comparable position at the level which he or she left.

## **15 CENTRAL GRIEVANCE PROCEDURE**

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
  - c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
  - b) *The central item or items relevant to the difference,*

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

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

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

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

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

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

***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 School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the 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 School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

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

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

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference between any employee covered by this agreement and the School Division, or in a proper case between Local No. 60 of the Alberta Teachers' Association and the School Division concerning the interpretation, application, operation or alleged violation of this agreement, and further, including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

16.2 Such difference (hereinafter called a grievance) shall be submitted in writing to the chairman of the School Division and to the Economic Policy Committee (EPC) Chair and Coordinator of Teacher Welfare of the Association. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor reasonably became aware of the incident giving rise to the grievance.

16.3 Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated, and the remedy sought.

16.4 Within twenty (20) days of receiving the documentation referred to in clause 16.2 a Grievance Committee consisting of two (2) members of the



Local and two (2) Trustees must convene and hear the grievance. A quorum of this committee shall consist of all members. Each member of the committee shall be entitled to vote.

- 16.5 Within ten (10) days of first hearing the grievance, the Grievance Committee must render a decision. If the decision is unanimous, it shall be final and binding on the parties and upon any employee affected by it.
- 16.6 If the Grievance Committee does not reach a unanimous or any decision within the said time, then either party may, by written notice served on the other party, request that the matter be dealt with in accordance with the Labour Relations Code. Such notice must be given within ten (10) days after the date on which the aforesaid ten (10) day limit expires, or the date the grievance committee is unable to arrive at a unanimous or any decision, whichever is the shorter.
- 16.7 All of the aforesaid time limits referred to in the grievance procedure shall apply to operational school days only.
- 16.8 Any of the aforesaid time limits may be extended at any stage upon the written consent of both parties.

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

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

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

1. Scope

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

2. Process

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

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

- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*
- g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*

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

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

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

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

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

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

*School divisions 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**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **Letter of Understanding #9 – Central Services Positions**

The parties agree to the following, effective the 2017-2018 year:

1. Individuals appointed to the Central Services positions named below will be compensated with allowances equivalent to the allowances that are provided for the administrative positions designated below, as outlined in the Red Deer School Division – ATA Local #60 Collective Agreement for 2012–2016.
2. If the individuals who are appointed to the positions cease to work in the positions to which they are appointed, the individuals will be given assignments which are comparable to the positions they occupied within the Red Deer School Division immediately prior to working at Central Services. If an individual held no previous position within the Red Deer School Division, the individual will be provided with a teaching assignment.
3. This Letter of Understanding will expire August 31, 2020.

<u>Position</u>	<u>Allowance (pro-rated as per FTE)</u>
Director of International Education	Principal Allowance Category B
Director – Student Services	Principal Allowance Category B
Coordinator – Learning Services	50% of Principal Allowance Category B
Coordinator – Student Services	50% of Principal Allowance Category B
Coordinator – Technology Services	50% of Principal Allowance Category B

**SIGNED ON BEHALF OF THE:**

**ALBERTA TEACHERS' ASSOCIATION**

**RED DEER SCHOOL DIVISION**

\_\_\_\_\_  
Original Signed  
NEGOTIATING SUB-COMMITTEE

\_\_\_\_\_  
Original Signed  
CHAIRMAN

\_\_\_\_\_  
Original Signed  
NEGOTIATING SUB-COMMITTEE

\_\_\_\_\_  
Original Signed  
ASSOCIATE SUPERINTENDENT  
HUMAN RESOURCES

\_\_\_\_\_  
Original Signed  
COORDINATOR, TEACHER WELFARE  
ALBERTA TEACHERS' ASSOCIATION

\_\_\_\_\_  
Original Signed  
TRUSTEE REPRESENTATIVE