

New Horizons

Charter School Society

and

Alberta Teachers' Association

2016-2018

Collective Agreement

Between

The Board of the New Horizons Charter School Society
(hereinafter referred to as “the Board”)

and

The Alberta Teachers’ Association
(hereinafter referred to as “the Association”)

Whereas the Board is a society incorporated, organized and existing under the laws of the Province of Alberta and has the authority to operate a Charter school, and

Whereas, the Association is the duly certified bargaining agent for the teachers employed by the Board, and

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

Whereas, the parties desire that these matters be set forth in an agreement to govern the terms of employment of the teachers, and

Whereas, this agreement is made pursuant to the laws of the Province of Alberta including, but not limited to the *School Act*, *Human Rights Act* and the *Labour Relations Code*, and

Whereas, as partners, the Board and its teachers are committed to the development and provision of quality educational opportunities, where gifted students are enabled to strive for excellence in a positive, supportive learning environment which recognizes their special needs.

The Board and its teachers acknowledge that this commitment will best be realized when effective communications and a relationship based on mutual trust exist between the partners.

Article 1. Application

1.1 This agreement shall apply to all persons who require a teacher’s certificate as a condition of their employment with the Board, with the exception of the superintendent.

Article 2. Management Rights

2.1 The Board retains all customary and usual management rights not specifically limited by the terms of this agreement. Without limiting the generality of the foregoing, the Board retains the right to set and amend policies from time to time as long as such policies do not conflict with the terms of this Collective Agreement.

Article 3. Term of Agreement

3.1 Except where otherwise specified, this agreement shall take effect on September 1, 2016 and shall remain in full force and effect until August 31, 2018. If negotiations between the parties for the renewal of a new collective agreement have been commenced as hereafter provided and have not been concluded by August 31, 2018, this agreement shall remain in full force and effect until bargaining procedures under the current *Labour Relations Code* have been completed.

3.2 Not less than 60 days and not more than 150 preceding the expiry of the term of the collective agreement either party may, by notice in writing, require the other party to commence collective bargaining.

Article 4. Salary Schedule

4.1 Where salaries and allowances refer to a school year, "School Year" shall be defined as the period September 1 to August 31.

Salary Structure

Effective September 1, 2016 the salary structure is as follows:

Effective September 1, 2016			
Yrs. of Teaching Experience	Years of University Education		
	4	5	6
0	\$ 59,040	\$ 62,504	\$ 66,414
1	\$ 62,483	\$ 65,947	\$ 69,857
2	\$ 65,908	\$ 69,401	\$ 73,304
3	\$ 69,375	\$ 72,828	\$ 76,748
4	\$ 72,809	\$ 76,284	\$ 80,203
5	\$ 76,265	\$ 79,728	\$ 83,639
6	\$ 79,692	\$ 83,173	\$ 87,084
7	\$ 83,157	\$ 86,607	\$ 90,508
8	\$ 86,586	\$ 90,060	\$ 93,972
9	\$ 89,994	\$ 93,472	\$ 97,369
10	\$ 93,914	\$ 97,369	\$ 101,289

Administration Allowance

4.2 The person designated as principal will be paid the following flat annual allowance:

Effective September 1, 2016 \$25,000

4.3 The person(s) designated as vice principal shall be paid 50% of the principal's annual allowance.

4.4 In the absence of the principal and vice principal(s), where a teacher is assigned to act in the place of the principal the teacher shall be paid 1/400 of the principal allowance described in article 4.2 for each half day so assigned in addition to the regular salary earned by the teacher.

4.5 The Alberta Teachers' Association Qualifications Services (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by memorandum of agreement amongst the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees Association, dated March 23, 1967.

4.6 Each teacher claiming teacher education and each teacher commencing employment with the Board, shall submit to the Board proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 60 calendar days from commencement of the school year, February 1 or from the date of commencement of employment, whichever occurs first. Salary shall be adjusted retroactively to the applicable date being the commencement of the school year, or employment, or February 1, upon receipt of the TQS statement of qualifications:

(a) If satisfactory proof of having applied to TQS is not submitted within the timeframes described in article 4.6, salary shall be adjusted effective the first month following the submission of satisfactory proof of qualifications.

(b) Once a teacher has submitted an evaluation from the Teachers Qualifications Service to the Board, no further evaluation will be necessary unless a teacher is claiming for additional course credits.

(c) Until the teacher submits satisfactory evidence 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 his/her teaching certificate, whichever results in the higher salary.

(d) Only one year of education increment shall be granted per school year.

4.7 A year of teaching experience shall be earned by teachers performing required duties for at least 130 teaching days (teaching days as defined in section 97(1) of the *School Act*) in the school term with the Board. Teaching experience earned by part-time teachers or by a teacher under a temporary contract, may be accumulated within three consecutive year intervals. When a year of teaching experience has been accumulated by part-time teachers or by a teacher under temporary contract, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1, whichever is applicable.

4.8 No teacher shall earn more than one experience increment in any one school year.

4.9 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1, whichever is applicable.

4.10 The Board shall recognize complete years of previous teaching experience for salary purposes. The Board shall also recognize part years teaching experience which combine to at least 130 teaching days, which shall be recognized cumulatively as a teaching year. To be recognized for salary purposes teaching experience must be earned while employed by a Board of Trustees as defined in the *School Act*; a Charter School recognized through the Alberta *School Act*; publicly funded private, federal or First Nations operated schools; or by an early childhood services board operated under the guidelines of Alberta Education. Equivalent experience outside Alberta in publicly funded schools shall also be recognized.

At the time a teacher is first hired by the Board and placed onto the Board salary grid, the teacher will be entitled up to a maximum of one (1) additional increment if within five (5) years preceding the year of hire by the Board, the teacher has worked, within a three (3) year period, a total of 130 or more substitute teaching days.

4.11 The onus of substantiating previous teaching experience from previous employers rests with the teacher. Where evidence from a previous employer is not available, the teacher shall make a sworn declaration certified by a Commissioner of Oaths attesting to the experience earned.

- (a) Proof of previous experience or proof of having applied for same must be submitted to the Board within 60 calendar days of commencement of employment or the first day of school of each school year or February 1, whichever is applicable.
- (b) If such evidence or proof of having applied for same is submitted within 60 calendar days, salary shall be paid according to this experience retroactive to the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable, upon submission of the actual evidence of previous experience.
- (c) If such evidence or proof of having applied for same is not submitted within the timeframes described in Article 4.11, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and salary shall be adjusted effective the first of the month following submission of such evidence.
- (d) Until the teacher submits satisfactory evidence of previous teaching experience; the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training, whichever results in the higher salary.

4.12 The Board agrees to pay the annual salary in 12 equal and consecutive monthly payments on the second last banking day of each month.

4.13 Teachers will render service for the number of teaching days designated by the Board up to 200 teaching days, commencing the opening day of school in each school year, exclusive of vacation periods, weekends and general holidays of the Province of Alberta.

- (a) Notwithstanding Article 4.13, it is recognized that the principal, who is receipt of an administrative allowance, shall accept the professional responsibility of having the school operational on the opening day of each school year. In a like manner, the principal shall accept the professional responsibility of completing all activities connected with school closing. The principal will receive no additional compensation in relation to these duties

beyond that received for the number of teaching days designated by the Board up to 200 teaching days for each school year.

- (b) Notwithstanding Article 4.13, a teacher who is not in receipt of a Principal Allowance who agrees to render service, and has received the written approval of the Superintendent to do so, during a vacation period, on a weekend or general holiday in the Province of Alberta, shall be paid 1/400 of the teacher's total annual salary and allowances for each half day of work.
- (c) Notwithstanding Article 4.13 a), if the principal agrees to render services, other than those described in Article 4.13 a), and received the written approval of the superintendent to do so, during a vacation period, on a weekend or general holiday in the Province of Alberta, the principal shall be paid 1/400 of the principal's total annual salary and allowances for each half day of work.
- (d) If the Board and the teacher mutually agree, pay owed to a teacher pursuant to Article 4.13 b) or c) may be banked rather than paid. Banked time may be taken as leave with full pay at a later date in the school year provided the leave is taken in half day or full day increments and that the teacher and the superintendent mutually agree on the utilization of banked days prior to the leave being taken. If a teacher is unable to use banked time prior to the end of the school year, the teacher will be paid out under the terms of 4.13 b) or c).

4.14 All salaries referred to herein, unless otherwise specifically stated, are payable to a teacher as provided in the *School Act*.

4.15 Upon employment with the Board, each teacher shall be given a copy of the current Collective Agreement.

4.16 Teachers shall be provided with a total of three days in lieu for all scheduled routine parent-teacher meetings related to report cards and Individual Program Plans. Such lieu days will be set by the Board no later than 60-days from each meeting date.

4.17 Teachers shall determine the activities for the professional development day in the fall. The day may be used for Individual Program Plan development.

Article 5. Part-Time Teachers

5.1 A part-time teacher is a teacher who is employed with the Board for part of each school week during the school year.

5.2 A part-time teacher shall be paid an annual salary equal to the salary the teacher would have received had the teacher been employed on a full-time basis multiplied by the factor x/y where x is the time the teacher instructs or supervises classes during the school year and y is 93.3 per cent of the total instructional time in that school year at the school to which that teacher is assigned.

Article 6. Substitute Teachers

6.1 The payment of day-to-day substitute teachers shall be as follows inclusive of vacation pay:

Effective September 1, 2016 \$211.36

Half days will be paid at 50 per cent of the full-day rate.

6.2 Long term (five consecutive days of instructions) substitutes in the New Horizons School shall be paid 1/200 of the grid salary beginning on the fourth day providing the assignment is for five days or longer for the same teacher.

Article 7. Benefits

7.1 Eligible employees must participate in the Employee Benefits Program as a condition of employment.

7.2 Participation in the Insured Employee Benefit Program is limited to employees who work on a continuous basis, and have an assigned position of at least 0.5 FTE.

7.3 Employees must complete a three month waiting period before participating in the Insured Employee Benefits Program. There is no waiting period for:

- a) Participation in the Teachers Retirement Fund
- b) Sick leave as provided for in the *School Act*

7.4 The following insured benefit plans are included as part of the Employee Benefits Program:

- a) Employee Life Insurance
- b) Employee Accidental Death & Dismemberment
- c) Dependant Life Insurance
- d) Long Term Disability Insurance (LTD)
- e) Extended Health Care
- f) Dental Insurance
- g) Short Term Disability Insurance (STD)

7.5 Employees may waive coverage for Extended Health Care and Dental Insurance coverage if they have this type of coverage as a dependent under a spouse's plan. If an employee's coverage under a dependant's plan ceases, he/she may apply for health and dental coverage under the Board's plan within 30 days of losing that other coverage without the requirement for medical evidence of insurability.

7.6 The cost of the Employee Benefits Program is shared by the Board and employees on the following basis:

- a) For the Teachers Retirement Fund, employee contributions are made in accordance with the legislation and regulations governing that plan

- b) For the uninsured sick-leave program as outlined in the *School Act*, costs of this program are borne in full by the Board
- c) The Employer will pay 100% of STD premiums and the employee will pay 100 per cent of LTD premiums, and
- d) The Board will pay 100 per cent of the following benefit premiums:
 - i) Extended Health Care
 - ii) Dental Insurance
 - iii) Employee Life Insurance
 - iv) Employee Accidental Death & Dismemberment, and
 - v) Dependant Life Insurance

7.7 Employees may make voluntary pension contributions as allowed by the Teachers Retirement Fund to establish periods of prior or transferred service under that plan. The Board will not contribute toward the cost of establishing that service, and it is the employee's responsibility to ensure that he/she has adequate retirement contribution with Canada Revenue Agency to make those contributions.

7.8 The Board shall establish a Health Care Spending Account (HSA) for each teacher and shall contribute each school year. The HSA shall operate in accordance with Canada Revenue Agency guidelines. The HSA is not payable to the teacher upon termination of the employment relationship between the teacher and the Board. However, the teacher can submit receipts for expenses incurred while employed up to 60 days following the termination of employment. Board contributions shall be:

Effective September 1, 2016 -	\$750
Effective September 1, 2018 -	\$850

7.9 Each teacher under contract will, within 14 days of hire or at the beginning of a new school year, choose either the Health Spending Account (HSA) outlined in Article 7.8 directly above or alternatively, choose to have the same eligible amount from Article 7.8 instead apply to a Wellness Spending Account (WSA), or in the further alternative, choose to divide their funds between their HSA and WSA understanding that such division of funds must comply with the rules of the accounts and the Canada Revenue Agency. Rules for the use of the WSA shall be in compliance with the rules and the requirements of the benefit provider administering the WSA, including the provider's requirement that amounts allocated to this account that cannot be carried forward to future years. Eligible expenditures for a WSA are listed in Appendix A to this Collective Agreement. The Employer may add to the list of eligible items listed in Appendix A, at its discretion, with the input of a committee representing teachers employed at the school. The WSA is not payable to the teacher upon termination of the employment relationship between the teacher and the Board. However, the teacher can submit receipts for expenses incurred while employed up to 60 days following the termination of employment. A teacher who fails to make a choice within the allotted 14 days shall automatically receive a HSA per Article 7.8.

Article 8. Sick Leave

8.1 The Board provides employees with paid sick leave as specified in the *School Act*. The Board shall permit an Employee to roll over up to ten (10) unused sick days from year to year to a maximum use of 30 sick days per year.

8.2 Employees will suffer no loss of regular earnings while on sick leave as specified in the *School Act*.

8.3 Employees must, where possible, notify the principal or designate (or the superintendent, in the case of the principal) by 7:00 a.m. if they are unable to report to work on that day.

8.4 Employees will be required to submit medical certification substantiating their inability to work and indicating their prognosis for return to work to the superintendent as follows:

- a) In all cases, where the employee misses three or more consecutive working days because of illness
- b) If the employee is absent for two weeks (10 working days) or greater, the employee must submit additional medical certification of their ongoing inability to report for work, and
- c) The employee shall provide further medical certificates at 30 day intervals to the Superintendent and as requested by the insurance company if the employee is applying for insurance benefits.

8.5 The Board may decline to provide sick-leave pay to an employee if he/she does not comply with the requirements of either article 8.4 or 8.5.

8.6 If an employee is medically unable to work, but he/she exhausts sick-leave as outlined in the *School Act*, he/she may apply for Short Term Disability coverage, in accordance with the provisions of the plan, until he/she:

- a) is approved for Long Term Disability benefits
- b) returns to work, or
- c) resigns or otherwise ceases to be an employee of the Board.

Article 9. Leaves of Absence

Maternity Leave

9.1 Upon request, a teacher shall be entitled to an unpaid maternity leave of absence for a period of up to 16 weeks. Such leave shall commence

- a) as early as any time in the 13 weeks immediately preceding the estimated date of delivery, and
- b) no later than the date of delivery

9.2 A teacher shall give the superintendent six weeks written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical certificate indicating that the teacher is pregnant and include the estimated date of birth.

9.3 A teacher on maternity leave shall access the Board's Supplemental Unemployment Benefit (SUB) where the teacher provides proof of the date EI benefits commence. The Board agrees to pay 100 per cent of the teacher's salary for the one week waiting period before Employment Insurance Maternity Benefits commence and "top up" the basic Employment Insurance benefit to 95 per cent of the teacher's salary for the first eight weeks that the employee is in receipt of Employment Insurance Maternity benefits. Should the teacher be unable to work for health related reasons beyond that eight week period, and provides a medical certificate to the superintendent in this regard, the teacher shall be entitled to access available sick leave credits or other benefits if eligible.

9.4 Should a teacher wish to continue participation in the benefit plans during maternity leave provided pursuant to article 9.1, the premiums shall continue to be shared between the Board and the teacher pursuant to article 7.6 of this agreement. Written notice of the teacher's intention to continue participation in the benefit plans must be provided to the superintendent with the notice required in 9.2. The teacher will be required to provide post-dated cheques for the cost of their share of benefit premiums for the 9 through 16 weeks of maternity leave.

9.5 A teacher shall provide at least four weeks written notice of intent to return from maternity leave. Upon expiration of the leave provided pursuant to article 9.1, the teacher shall return to a teaching position. No teacher shall have superior rights to employment as a result of having been on a maternity leave than would have applied had the teacher not taken a maternity leave.

9.6 Notwithstanding article 9.3, a teacher on a probationary or temporary contract who is on maternity leave, shall not access the SUB plan, however, the teacher shall be entitled to access available sick leave credits or other benefits, if eligible, if the teacher is unable to work for health related reasons, and provides a medical certificate to the superintendent in this regard.

Adoption Leave

9.7 Upon request, a teacher shall be entitled to adoption leave without pay for a period of up to 62 consecutive weeks which must fall within 78 weeks of the date the child is placed with the teacher for the purpose of adoption where the teacher has been employed consecutively with the Board for at least 90 days.

9.8 The teacher shall advise the superintendent, in writing, at least six weeks prior to the date that the teacher will commence adoption leave, unless the date of the child's placement with the teacher was not foreseeable. If the teacher cannot comply with the written notice requirement, the teacher must give the Board written notice at the earliest possible date that the teacher will start or has started adoption leave.

9.9 A teacher shall provide at least four weeks written notice of intent to return from adoption leave. Upon expiration of the leave provided pursuant to article 9.7 the teacher shall be returned to a teaching position.

9.10 A teacher shall be granted two days with pay for the purpose of completing the necessary documentation and requirements directly related to the receipt of an adopted child.

9.11 Notwithstanding article 9.7, a teacher on a probationary or temporary contract may apply to the superintendent for a leave of absence without pay and employer contribution to benefits for the purpose of adoption leave. Such leave shall be granted at the sole discretion of the superintendent.

Parental Leave

9.12 Upon written request a teacher who has been employed with the Board for at least 90 days shall be provided parental leave as an extension to maternity leave for up to 62 consecutive weeks. Parental leave shall be at no cost to the Board.

9.13 A teacher who has not accessed maternity leave or adoption leave is entitled to a parental leave of up to 62 consecutive weeks within 78 weeks after the birth of the teacher's child or a child has been placed with the teacher for the purpose of adoption, where the teacher has been employed consecutively with the Board for at least 90 days. Parental leave shall be at no cost to the Board.

9.14 Where both parents are members of the teaching staff of the Board and are eligible for parental leave, either parent may take the parental leave but the Board is under no obligation to allow both parents to be on leave at the same time.

9.15 The teacher shall provide the superintendent with at least six weeks written notice prior to the requested parental leave.

9.16 While on a parental leave of absence, a teacher may access the Board's benefit plans as identified in article 7 at no cost to the Board by providing post-dated cheques to the secretary treasurer to pay both the teacher and Board share of benefit premiums.

9.17 A teacher shall provide the superintendent with four weeks written notice of intent to return from parental leave. Upon expiration of the leave provided pursuant to article 9.12 and 9.13, the teacher shall be returned to a teaching position.

9.18 Notwithstanding article 9.12, a teacher on a probationary or temporary contract may apply to the superintendent for a leave of absence without pay and employer contribution to benefits for the purpose of parental leave. Such leave shall be granted at the sole discretion of the superintendent.

Paternity Leave

9.19 Upon written request, a teacher shall be granted up to five days paternity leave with pay at the time of the birth of the teacher's child.

Other Leaves of Absence

9.20 Up to two days in a school year may be taken as personal days with pay. Notification shall be provided to the principal (or to the superintendent, in the case of the principal) as early as possible, but in no case later than 7:00 a.m., barring exceptional circumstances, on any day when a personal day is taken.

9.21 Teachers required to serve jury duty, or to attend Court as a direct result of their employment with the Employer, shall suffer no loss of regular earnings as a result of such service or attendance. The teacher shall be obligated to provide any monies paid by the Court by way of a daily stipend in relation to jury duty directly to the Board.

9.22 Employees will be granted bereavement leave with no loss of earnings according to the following schedule:

- a) For the death of a spouse or child; 7 days.
- b) For the critical illness of a spouse or child: 7 days. In the circumstances of a claimed critical illness, the Employee must provide written confirmation from the attending physician of the critical illness of the Employee's spouse or child within 30 days of this leave.
- c) For the death of mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law or brother-in-law: 4 days
- d) For the death of a relative other than a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law: 1 day
- e) For the death of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law or brother-in-law or relative: The superintendent or designate may grant additional days for travel purposes in the event the funeral is outside of the greater Edmonton area up to two days.
- f) For the death of any other friend or acquaintance: 1/2 day

9.23 Upon written application by the teacher to the Board, a general leave of absence may be granted at the discretion of the Board and at no cost to the Board for a period of up to one year. Such application shall state the reason for the leave and the length of the leave, specifying the date of return to work.

- a) Applications shall be submitted to the Board by March 15 of the school year prior to the commencement of the leave for the following school year, except in the event of emergent or unforeseen circumstances.
- b) Should the application be refused, the applicant will be given a letter stating the reasons for refusal.
- c) A teacher granted leave shall be on leave from the school and not from a particular position. Placement upon return from leave shall be in the position held prior to the commencement or, if not available, in a position consistent with the previous experience of the teacher or one consistent with the training gained by the teacher while on leave.
- d) Where a teacher fails to return to work on the date specified in the leave application, the teacher will cease to be employed by the Board and deemed to have abandoned their position except:
 - i) with the prior written consent of the Board, or

ii) where an explanation acceptable to the Board is provided.

The Board shall not exercise its discretion pursuant to 9.23 d) i) and ii) unreasonably.

- e) Where a teacher has indicated a date of return in the leave application which corresponds with the beginning of the school year, and later decides not to return, the teacher must notify the Board in writing of such no later than 30 days prior to the last day of the preceding school year.
- f) Increments will not be credited to a teacher for the period of the leave unless the teacher is actively engaged in teaching during the leave period and meets the requirements of the experience increment provisions of this agreement.

Family Needs Leave

9.24 Employees shall be entitled to, when needed, up to four (4) family medical days in a school year with no loss of pay for the sickness of a spouse, a child, or a parent. It is understood that use of these days will not take away from or deduct from the Employees otherwise entitled personal sick leave referenced in Article 8.

Continuation of Benefits During Leave of Absence

9.25 Employees may continue to receive benefits, as outlined by the Insurance provider, during an approved leave of absence. Employees are responsible for 100 per cent of both the Board and teacher cost of benefit premiums during these periods of leave.

Article 10. Appointments and Secondments

10.1 The Board may create or designate for teachers new positions not referred to or covered in this agreement. Salaries and/or additional allowances shall be arrived at through the following procedure:

- a) The Board shall set the salary and/or additional allowances and provide the Association with the same in writing before filling the position.
- b) Where the Association registers no written objection to the information described in article 10.1 a) within 15 days, the salary and/or additional allowances shall stand.
- c) Where the Association registers a written objection to the information described in article 10.1 a), the Board and the Association will negotiate the salary and/or additional allowances.
- d) Fifteen days following the expiration of the objection period described in article 10.1 b), the Board may fill the position at the salary and/or additional allowances initially set by the Board pursuant to article 10.1 a) even if an agreement has not yet been reached through negotiation. Any negotiated rate in excess of that will be applied retroactively to the date of appointment.

- e) Where the Association and the Board are unable to arrive at a negotiated agreement relative to salary and/or additional allowances, the matter will be resolved in accordance with the arbitration process contained in this collective agreement. Any increase in the salary and/or additional allowances which results from arbitration will apply retroactively to the date of appointment.

10.2 Teachers may be seconded from New Horizons School. Where such secondment is in response to a teacher request, the Board may grant such request at its sole discretion. Teachers seconded from New Horizons School shall be entitled to an experience increment for each year of secondment, be considered a full member of the school and the Association, receive salary and benefits normally afforded any teacher of similar experience and position and return to a position no less favourable than the position held prior to the secondment. Notwithstanding any of the foregoing a teacher on secondment must comply with section 76(5) of the *Labour Relations Code* as it applies to a strike vote.

Article 11. Special Considerations

11.1 Where the Board wishes to give special consideration for special qualification, service or situation of a particular teacher, the same may only be provided with the express written agreement of the Association.

Article 12. Grievance and Interpretation Procedures

12.1 Any references in articles 12.2 to 12.15 to a period of days excludes Saturdays, Sundays and holidays.

12.2 A grievance is defined as any dispute arising out of the interpretation, application, administration or alleged violation of this collective agreement.

12.3 A grievance committee consisting of two members of the Board and two representatives of the Association shall interpret and consider grievances under this section. The committee will designate one of the committee members as the contact for the purpose of serving notice on the committee.

12.4 A quorum of this committee shall consist of all members.

12.5 A teacher shall have the right to appeal to this committee for a period of 15 days following receipt of the first pay cheque after the teacher's position on the grid has been established.

12.6 Any teacher who has a grievance arising out of this agreement shall, within 15 days of the date on which the teacher first had knowledge of the alleged violation, lodge, in writing, a statement of the nature of the grievance to the superintendent of the Board and the secretary of the teacher welfare committee of the Association and the Coordinator of Teacher Welfare of the Association. The superintendent shall notify the grievance committee forthwith of the grievance.

12.7 The Superintendent and/or designate shall meet with the employee and/or the employee's Association representative to discuss and attempt to resolve the dispute within fifteen (15) days of the Superintendent's receipt of the grievance notice.

12.8 In the event the grievance is not settled within fifteen (15) days after the date of submission of the grievance to the Superintendent in accordance with the above procedure, then on or before a further ten (10) days have elapsed from the expiration date of the aforesaid fifteen (15) day time period, the grievance may be referred in writing to the grievance committee. The grievance committee shall be required to call a meeting within 10 days and to give its decision within 21 days following the receipt of such notice, or the secretary of the teacher welfare committee shall notify the grievor in writing of the reasons for any delay in completing the grievance. The committee shall dispose of each grievance before proceeding to another, except that by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the committee reaches unanimous decision as to the disposition of any grievance and the grievor accepts such disposition, the decision shall be final and binding.

12.9 If the committee does not reach a unanimous decision or the grievor does not accept such disposition, either party may, by written notice served on the other party within 10 days after the date on which the committee voted on the disposition of the grievance or within 10 days after the expiration of the said period of 21 days, whichever is shorter, require the appointment of an arbitrator as hereinafter provided. If such notice is not served within the time limits, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the arbitration hearings. Such notice shall contain a statement of the nature of the grievance.

12.10 Each party shall forward to the other their choice of independent arbitrators for consideration.

12.11 If the parties fail to agree on the selection of an arbitrator within seven days, the parties shall request the director of mediation services to select an arbitrator.

12.12 The arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and to be heard.

12.13 The arbitrator shall not change, modify or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

12.14 The arbitrator shall give his/her decision(s) not later than 30 days after the conclusion of the arbitration hearing, except that with the consent of the Association and the Board, such limitation of time may be extended. The findings and decisions of the Arbitrator shall be binding on the parties.

12.15 Each party to the grievance shall bear equally the expenses of the arbitrator.

12.16 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions is mandatory. If the Board

(employer) fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions the grievance shall be considered abandoned.

Article 13. Harassment

13.1 The parties recognize an employee's right to work in an environment which is free of harassment. The Board is dedicated to providing and maintaining an environment that fosters respectful and responsible behaviours. The parties recognize further that this constitutes a common objective and that reasonable efforts shall be deployed to prevent and correct any situation or conduct that compromises this right.

13.2 For the purpose of this agreement, harassment means any conduct, comments or gestures which are offensive, humiliating, abusive or threatening.

13.3 Nothing in this article shall prevent a teacher from proceeding with a complaint or action instead of, or in addition to, that described in this article.

13.4 A teacher who believes that he/she has been subjected to harassment may file a written complaint with the superintendent. The teacher may request the assistance of an Association representative when filing the complaint.

13.5 Upon receipt of a complaint, the superintendent shall ensure that an investigation is conducted without delay. The superintendent shall report the findings of the investigation to the teacher, the individual against whom the complaint has been made, the Association and the Board as soon as practicable.

13.6 If the complaint relates to the conduct of the superintendent, the teacher shall file the written complaint with the Board.

13.7 Upon receipt of a complaint, the Board shall ensure that an investigation is conducted without delay. The Board shall report the findings of the investigation to the teacher, the superintendent, and the Association as soon as practicable.

13.8 Having consideration for the nature of the complaint, and the outcome of the investigation, the Board shall make a determination of how to appropriately address the situation of a particular complaint.

13.9 Where a teacher knowingly files a false written complaint, the Board shall make a determination of how to appropriately address the situation.

13.10 No teacher will suffer reprisal as a direct result of any feedback received through the use of surveys.

Article 14. Property Protection

14.1 Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to their personal property, the teacher shall be entitled to receive reasonable compensation from the Board for financial losses incurred up to a maximum of

\$500. The Board shall determine the amount of compensation, upon being provided with such documentation as may be required to substantiate the value of the loss.

Article 15. Bargaining Unit Dues and Fees

15.1 All teachers shall pay monthly to the Association monies equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Board from each teacher's month-end pay and remitted to the Association monthly following the deduction.

15.2 Notwithstanding article 15.1 the Board shall deduct annually, from the October month-end pay, the Associate membership fee established by the Association.

15.3 The Board agrees to provide the Association with a list of employees from whom Association dues and fees are deducted.

15.4 The Board agrees to provide the Association with a service list of its employees on September 15 and February 1 respectively indicating date of hire and length of service.

15.5 Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Board shall not be held liable for any costs arising from the resolution of any dispute.

Article 16. Professional Development Fund

16.1 The Board shall provide each teacher with an annual professional development fund to cover the cost of fees to attend seminars, work-shops, courses, conferences or conventions directly related to the teacher's position with the Board as follows:

- a) \$375 for teachers teaching grades K-9
- b) \$925 for the principal, and
- c) \$500 for the vice principal

Any portion of a teacher's professional development fund which remains unused at the end of the school year may be carried forward to a maximum amount in the fund of a total of two times the annual amount with any unused amount in excess of this two times total forfeited . A teacher's professional development fund is not payable to the teacher upon termination of the employment relationship between the teacher and the Board. The cost of expenses associated with an approved professional development opportunity shall be covered by the Board in accordance with Board policy.

16.2 A teacher wishing to pursue a professional development opportunity and access their professional development fund must make application in writing to the superintendent and receive the superintendent's approval. Such approval shall not be unreasonably denied. Without restricting the generality of the foregoing, a significant issue that the superintendent will consider in reviewing such applications will include the total number of days absent as a result of the professional development opportunity as well as cost to the Board, including resulting substitute costs. The application will contain the following information:

- a) nature of the professional development opportunity,
- b) date(s) and location,
- c) cost of fees and materials, and
- d) anticipated expenses, if any, associated with attendance.

16.3 The Board shall cover the cost of the fees for teachers to attend the annual NCTCA convention.

IN WITNESSETH WHEREOF the parties have executed this agreement this ____ day of _____, 2019, A.D.

ALBERTA TEACHERS' ASSOCIATION

NEW HORIZONS CHARTER SCHOOL SOCIETY

 Coordinator of Teacher Welfare

 Superintendent

APPENDIX "A"

Fitness Related Services

- Fitness Club Memberships (annual costs for gym memberships)
- Registration Fees for fitness related programs or lessons, such as:
 - personal trainers
 - fitness classes
 - yoga classes
 - dance lessons
- Recreational Memberships (annual costs for golf, yacht club, curling)
- Sports Team Memberships and Registration fees
- Court fees
- Green fees
- Ski passes
- Lift tickets
- Race registration

Fitness Equipment

- Exercise Equipment
 - tread mill
 - stationary bike
 - elliptical machine
 - weights / bench
 - yoga mat
- Sports Equipment and Protection required to play the sport
 - helmet
 - specialized shoes (excluding running shoes)
- Recreational Equipment
 - golf clubs
 - bicycles
 - roller blades
 - tennis racquet

Health Related Services (not covered under a HSA plan)

- Maternity Services (pre-natal classes and services of a certified Doula)
- Alternative Health practitioners and wellness services:
 - weight management
 - stress management
 - reflexologist
 - iridologist
 - herbalist
 - homeopath
 - shiatsu therapist
 - reiki
 - ayurvedic medicine
 - touch therapy
 - rolfing
 - light therapy