

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CLEAR WATER ACADEMY FOUNDATION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**AUGUST 27, 2018 to AUGUST 31, 2019**

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Clear Water Academy Foundation (Foundation) and the Alberta Teachers' Association (Association).

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

## **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 Foundation excepting those positions agreed to be excluded between the Foundation and the Association.

### **1.2 Excluded Positions**

The Foundation recognizes the Association as the sole bargaining agent in regard to salaries and other conditions of employment for all teachers employed by the Foundation, with the exception of:

- a) Head of School
- b) Teachers in the Junior Kindergarten Program

1.3 The Association is the bargaining agent for the Clear Water Academy Bargaining Unit (Bargaining Unit) and has exclusive authority to bargain collectively with the Foundation on behalf of the teachers and to bind the teachers by a collective agreement.

1.4 The Foundation retains all management rights, unless otherwise provided by the expressed terms of this collective agreement. The Foundation will exercise its rights in a fair and reasonable manner.

1.5 Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by the Foundation and the Association.

1.6 This collective agreement cancels all former collective agreements and all provisions appended thereto.

1.7 This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.

## **1.8 Committees**

### **1.8.1 Joint Professional Development Committee**

This committee will be made of two (2) administrators, one (1) member of the Teacher Welfare Committee, and two (2) members of the bargaining unit appointed by the Teacher Welfare Committee. The committee will establish a Frame of Reference, as their first task. The committee will be responsible for accepting applications from bargaining unit members, evaluating application based on criteria set out in the Frame of Reference, and authorizing expenses.

## **2. TERM**

2.1 The term of this collective agreement is August 27, 2018 to August 31, 2019. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2019.

### **2.2 Bargaining**

2.2.1 Either party may give to the other not less than sixty (60) days nor more than one hundred and eighty (180) days prior to the termination of the Agreement, a notice in writing of its intention to commence collective bargaining with a view to arriving at a new agreement. At the first meeting between the parties following such notice, which will occur not more than thirty (30) days after notice to commence bargaining has been received, the parties shall exchange all particulars of the amendments they seek. Negotiations shall be limited to the items in the two lists, except by mutual agreement.

2.2.2 Notwithstanding the termination date of this agreement, if notice has been given to commence bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike/lockout commences as per the *Labour Relations Code*, whichever comes first.

2.2.3 If neither party submits notice as per clause 2.2.1, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 2.2.1.

### **2.3 Bridging**

2.3.1 Notwithstanding section 130 of the *Labour Relations Code*, when a notice to commence 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.

## **2.4 Meet and Exchange**

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

## **2.5 Mid-Term Bargaining**

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

# **3. SALARY**

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

Teachers shall be paid semi-monthly on the 15<sup>th</sup> and last business day of the month.

## **3.2 Grid**

3.2.1 All sums outlined in this article are “per annum” unless specifically stated otherwise.

3.2.2 The amount of university education and length of teacher experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Foundation. The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as follows:

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	\$59,062	\$62, 293	\$66,167
1	\$62,543	\$65,779	\$69,652
2	\$66,035	\$69,264	\$73,138

Years of Teacher Experience	Years of Education		
	Four	Five	Six
3	\$69,517	\$72,750	\$76,624
4	\$72,999	\$76,235	\$80,107
5	\$76,489	\$79,720	\$83,593
6	\$79,974	\$83,206	\$87,082
7	\$83,458	\$86,688	\$90,563
8	\$86,945	\$90,179	\$94,050
9	\$90,429	\$93,662	\$97,533
10	\$93,914	\$97,148	\$101,020

Grid increase for 2018/19 School year to be 0%.

### 3.3 Education

- 3.3.1 The Alberta Teachers' Association Teacher Qualifications Service (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.
- 3.3.2 Each teacher claiming teacher education, and each teacher commencing employment with the Foundation, shall submit to the Foundation proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within forty-five (45) calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the forty-five (45) calendar days, from the commencement of the school year, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the TQS statement of qualifications.
- 3.3.3 If satisfactory proof of having applied to TQS is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.
- 3.3.4 In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within forty-five (45) calendar days of the date of the said TQS evaluation.

Written proof of such an action by the teacher is required by the Foundation to substantiate a claim under these provisions.

- 3.3.5 If an appeal or re-evaluation is not launched by a teacher within the said forty-five (45) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.
- 3.3.6 Once a teacher has submitted an evaluation from the TQS to the Foundation, no further evaluation will be necessary unless a teacher is claiming for additional course credits.
- 3.3.7 Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.
- 3.3.8 Only one (1) year of education increment shall be granted per school year.

#### **3.4 Experience**

- 3.4.1 Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:
  - a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and
  - b) employed as a substitute teacher within the preceding five (5) years.
- 3.4.2 A teacher shall be granted only one (1) experience increment during any one (1) school year.
- 3.4.3 Previously unrecognized experience gained in one school year with a Foundation may be carried over for calculation of experience increments in the following school year.
- 3.4.4 Provisions 3.4.1 through 3.4.4 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 Foundation being carried over for calculation of experience increments in the 2017/18 school year.

- 3.4.5 A year of teaching experience shall be earned by teachers performing required duties for at least 140 full-time equivalent teaching days in the school term with the Foundation.

Effective until August 31, 2017, teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within three (3) 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.

- 3.4.6 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.

- 3.4.7 The Foundation shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a Board of Trustees of a District or Division Board of Education as defined in the School Act, or by an Early Childhood Services Board operated under the guidelines of Alberta Education.

3.4.7.1 Experience gained in any publicly funded schools in Canada, the United States of America, the Republic of Ireland, and British Commonwealth countries, plus any Catholic schools recognized by the local bishop or operated by a Catholic religious order in full communion with the Church, will be recognized as if it were earned while in the employ of the Foundation. The Foundation may also recognize experience from a well-recognized international school.

3.4.7.2 The Foundation may, in its discretion, recognize additional experience.

- 3.4.8 The onus of substantiating previous teaching experience rests with the teacher.

3.4.8.1 Proof of previous experience, or proof of having applied for same must be submitted to the Foundation within forty-five (45) calendar days of commencement of employment or the first (1st) day of school of each school year or February 1st, whichever is applicable.

- 3.4.8.2 If such evidence, or proof of having applied for same, is submitted within forty-five (45) 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.
- 3.4.8.3 If such evidence is not submitted within the aforementioned forty-five (45) days, 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 beginning of the month following submission of such evidence.
- 3.4.8.4 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.

### **3.5 Other Rates of Pay**

- 3.5.1 **Summer Vacation Service**—a teacher who agrees to render professional service during the summer vacation period, at the written request of the Head of School, shall be paid 1/200<sup>th</sup> of the teacher's total annual salary (less any allowance) for each full day of work, or 1/400<sup>th</sup> (less any allowance) of the teacher's total annual salary for each half day of work. Teachers agreeing to teach summer school shall be paid 1/200<sup>th</sup> of the teacher's total annual salary (less any allowances) for each day of summer school they teach.
- 3.5.2 Where a teacher not in receipt of an allowance or salary under the Collective Agreement is directed in writing by the Head of School or designate to provide professional service to the Foundation which is outside of the school calendar year established by the Foundation, that teacher shall be compensated at a rate of 1/200<sup>th</sup> of the teacher's annual salary for each full day of service or 1/400<sup>th</sup> of the teacher's annual salary where the service provided each day is for four (4) hours or less.
- 3.5.3 All payments to a teacher not previously specified shall require the teacher to notify the Teacher Welfare Committee (TWC) by letter of the payment(s).



### **3.6 Other Allowances**

- 3.6.1 In addition to salary as a teacher, a consultant shall be paid an allowance of 3% of the teacher's placement on Basic Salary Grid.
- 3.6.2 When the Foundation chooses to appoint team leaders and the teacher accepts, the person shall be appointed for one year, with the provision for reappointment by mutual consent. The team leader shall be paid an allowance of \$1,890.
- 3.6.3 This allowance shall be provided in two equal installments payable in December and June along with the payment of regular salary. Should two teachers wish to split the duties of a team leader, and should the Head of School approve, the teachers will split a prorated share of the allowance.

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

### **4.1 Administration Allowances**

- 4.1.1 In addition to salary as a teacher, principals shall be paid an administrative allowance per annum based on the number of pupils enrolled in the principal's school in accordance with the following schedule:

1 to 200 pupils	\$75.68
201 to 300 pupils	\$61.10
301 to 400 pupils	\$41.85
401 to 500 pupils	\$23.69
501 to 1000 pupils	\$13.81
Over 1000 pupils	\$10.63

With a minimum of \$15,053 per year.

The student count for a school year is that reported to the Department of Learning for September 30 of that school year. A kindergarten student is to be counted as 0.5 of a student.

- 4.1.2 Each vice-principal shall receive 50 percent of the principal's allowance.
- 4.1.3 Notwithstanding Article 4.1.2, no vice principal shall receive an annual allowance per annum of less than \$8,558

## **4.2 Red Circling**

- 4.2.1 In the event that the Foundation requires a principal or a vice-principal to transfer to another principal or vice-principal position and such transfer results in an administrative allowance that is less than the allowance that the principal or vice-principal currently receives, the Foundation will maintain the higher allowance payment for three full school years.

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

- 4.3.1 When in the absence of the principal the vice principal acts in place of the principal for a period of three or more consecutive school days, the vice principal shall be designated as acting principal effective the third consecutive day and from that date shall be paid as principal for the duration of the designation.
- 4.3.2 In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the second and subsequent consecutive school days of the designation, with payment to be made each month.
- 4.3.3 In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the first and subsequent consecutive school days of the designation, with payment to be made each month.

## **4.4 Teachers with Principal Designations**

- 4.4.1 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 Foundation 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 may continue under the term contract until the total number of years designated as a principal is five years. 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.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

5.1.1 Certified substitute teachers shall be paid \$201.61 including vacation pay per day of substitute teaching. The half-day rate for substitute teaching shall be 50% of the daily rate.

### **5.2 Commencement of Grid Rate**

5.2.1 Substitute teachers shall be paid 1/200<sup>th</sup> of their grid position effective the third consecutive day in the same assignment.

5.2.1 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.

## **6. PART TIME TEACHERS**

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

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

6.2.1 A teacher who is employed to teach on a part-time basis for the full year or a portion thereof shall be paid for that fraction of the annual salary entitlement which corresponds to the fraction of time taught.

## **7. GROUP BENEFITS**

### **7.1 Group Health Benefit Plans**

7.1.1 The Foundation agrees to provide the current Manulife Group Health and Dental and Disability Benefit plan.

7.1.2 The plans available to teachers shall be Life, Accidental Death and Dismemberment Insurance, Dependent Life, Short-Term Disability, Long-Term Disability, Extended Health Care, Dental Care and Alberta Health Care Insurance Plan and will be provided in accordance with the provisions of the plans.

- 7.1.3 Participation in the plans shall be a condition of employment for all teachers commencing employment.
- 7.1.4 The Foundation shall contribute ninety (90) per cent of the premium costs for the following benefit plans:
- a) Extended Health Care
  - b) Dental Plan
  - c) Alberta Health Care Insurance
  - d) Life
  - e) Accidental Death and Dismemberment
  - f) Dependent Life
- 7.1.5 The Teachers shall pay 100 per cent of the premium costs for the following benefit plans:
- a) Short-Term Disability
  - b) Long-Term Disability
- 7.1.6 The Foundation agrees that no reduction in the amounts of benefits will occur without prior approval of the Alberta Teachers' Association.

## **7.2 Health Spending Account**

- 7.2.1 The Foundation will establish for each teacher a Health Spending Account (HSA). Eligible teachers shall be actively at work, on maternity or parental leave, on paid sick leave, or on disability. Any unused amount shall carry forward one year; any unused amount at the end of the carry over year shall be forfeited to the Foundation.
- 7.2.2 The HSA shall be operated in accordance with the *Income Tax Act* and the Canada Revenue Agency.
- 7.2.3 The Foundation will contribute \$500 per year for each eligible full time teacher. Part-time teachers will receive a pro-rata share of the HSA based on their FTE.

## **8. CONDITIONS OF PRACTICE**

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

- 8.1.1 Effective August 27, 2018, teacher instructional time will be capped at 907 hours per school year commencing the 2018/19 school year.

- 8.1.2 Effective August 27, 2018, teacher assignable time will be capped at 1300 hours per school year commencing the 2018/19 school year.

## **8.2 Assignable Time Definition**

- 8.2.1 Assigned Time is defined as the amount of time that the Foundation 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) Foundation 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 Foundation to occur at a particular time and place within a reasonable work day.
- i) Catholic Learning Community will be 4-week cycle:
  - a) Two (2) weeks for the Foundation or designate to choose what to do. This can be staff meetings, Integral Formation, curriculum related, etc.
  - b) One (1) week that is division led professional development as arranged by a Professional Development Committee, made up of members of the bargaining unit, which has two representatives from each division. This will be approved by the Teacher Welfare Committee.
  - c) One (1) week that is the teachers own to choose what to do. They do have to stay at school and a Google Doc will be created where teachers will write down what they are doing and this will be shared with admin. This will include student extra curricular, partner meetings, team meetings, planning, learning support meetings, etc.

- 8.2.2 Teachers have professional obligations made pursuant to the Teaching Quality Standard, which may extend beyond what is assigned by the Foundation. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

- 8.2.3 Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:
- a) The teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).
  - b) The actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.
  - c) The time is spent traveling to and from the teacher's annual convention.

## **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 Foundation's goals.
- 9.1.2 The teacher professional growth process, including discussions between the teacher and the Director of Education and Formation, Elementary or the Director of Education and Formation, Secondary on the professional growth plans will continue to take place.
- 9.1.3 The Foundation is not restricted in developing their own staff development plan in which the Foundation may require teachers to participate.

## **10. Sabbatical/Professional Improvement Leave/Graduate Study Leave**

- 10.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.
- 10.2 Sabbatical leave may be granted at the discretion of the Foundation.
- 10.3 The remuneration of a teacher granted sabbatical leave shall be 55% of fourth year maximum, payable in 10 equal installments.
- 10.4 Sabbatical leave for the duration of a semester or trimester may be granted by the Foundation. Remuneration shall be calculated on a prorated basis.

- 10.5 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of his/her leave and shall not resign or retire from teaching service other than by mutual agreement between the Foundation and the teacher, for a period of at least two years after resuming duties.
- 10.6 Should a teacher, by mutual consent, resign or retire from the service of the Foundation before completing his/her two years service following such leave repayment of sabbatical leave salary shall be made to the Foundation on a prorated basis.

## **11. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING**

- 11.1 Sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or on account of injury, illness or disability of the teacher.
- 11.2 A teacher shall have access to seven (7) school days, with pay and benefits, of sick leave per year. A teacher may bank up to three (3) of these days per year. At no time will a teachers' sick leave entitlement be more than ten (10) days. On an exceptional circumstance, the Executive Director may extend sick leave benefits on a case by case basis.
- 11.3 A certificate of illness from a qualified medical or dental practitioner is required by the Foundation for a period of illness in excess of three (3) school days. Notwithstanding the foregoing, the Foundation may require a certificate from a physician or dentist designated by the Foundation attesting to the illness or disability claimed, prior to payment under these sick leave provisions, provided there is no cost to the teacher.
- 11.4 When a teacher is eligible for short term or long-term disability, they shall apply for these plans and no longer be eligible for sick leave with pay.
- 11.5 Notwithstanding the above, if a teacher is ruled ineligible by the disability insurer, the teacher will be entitled to use any outstanding sick leave days.
- 11.6 Payment under this Article, and eligibility to take paid sick leave, shall not be applicable when a teacher is on leave without pay, or while on strike.
- 11.7 When a teacher leaves the employ of the Foundation, all benefits contained under these provisions are cancelled.

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

### **12.1 Maternity Leave/Parental Leave/Adoption Leave**

12.1.1 Maternity leave without pay and without benefits, except as provided below, shall be granted to teachers to a maximum sixteen (16) weeks under the following conditions:

12.1.1.1 The teacher shall give at least six weeks (6) notice in writing of the day upon which she intends to commence maternity leave, together with a medical statement certifying that the teacher is pregnant and giving the estimated date of delivery.

12.1.1.2 The teacher shall give the Foundation no less than four weeks (4) notice of the date on which the teacher intends to return to work.

12.1.1.3 A teacher returning from maternity leave is entitled to a teaching position with the Foundation. Every reasonable effort shall be made to return the teacher to a teaching position similar to the position the teacher had prior to the maternity leave.

12.1.1.4 The Foundation shall continue to contribute the Foundation's share of benefit plan premiums during the health-related portion of the maternity leave where the teacher chooses to continue coverage. The remainder of the maternity leave, not covered by the health-related portion shall be without pay and the Foundation's share of benefit plan premiums.

## **12.1.2 Parental/Adoption Leave**

12.1.2.1 Parental/Adoption leave without pay and without benefits shall be granted to teachers to a maximum of sixty (62) weeks under the following conditions:

12.1.2.2 A teacher taking parental/adoption leave immediately following maternity leave is not required to provide notice unless the teacher originally indicated she was only taking sixteen (16) weeks of maternity leave.

12.1.2.3 The teacher taking parental/adoption leave, not immediately following maternity leave, shall give the Foundation at least six weeks (6) notice in writing of the day upon which the teacher intends to commence parental/adoption leave.



- 12.1.2.4 If the Foundation employs both parents of a child, the Foundation is not required to grant leave to both employees at the same time. Upon approval of the Executive Director, both parents may take leave at the same time.
- 12.1.2.5 If the teacher taking adoption leave is unable to comply with the written notice requirement because the date of the child's placement with the adoptive parents was not foreseeable, the teacher will give the Foundation notice at the earliest possible time.
- 12.1.2.6 A teacher returning from parental/adoption leave is entitled to a teaching position with the Foundation. Every reasonable effort shall be made to return the teacher to a teaching position similar to the position the teacher had prior to the parental/adoption leave.
- 12.1.2.7 Upon written request submitted not less than four (4) weeks prior to the expiry date of the parental/adoption leave, the teacher may be granted extended parental/adoption leave in accordance with clause 15.1 to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year or the end of the next school year.
- 12.1.2.8 A teacher may apply to the Foundation for an additional general leave for up to one (1) full school year. Such leave shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.

## **12.2 Benefits—Prepayment or Repayment of Premiums During Unpaid Portion of Leave**

- 12.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.
- 12.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Foundation to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 18 months.
- 12.2.3 Notwithstanding clause 12.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the

teacher, the Foundation will continue paying the Foundation portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to 18 months, provided the teacher repays the teacher portion of the benefit premiums.

- 12.2.4 A teacher who commits to clause 12.2.3 is responsible to repay the amount of the Foundation paid benefit premiums, and shall reimburse the Foundation 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.
- 12.2.5 If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the Foundation paid benefit premiums, and shall reimburse the Foundation upon receipt of an invoice.
- 12.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Foundation under clause 12.2.3 the teacher is not eligible to reapply for additional consideration under clause 12.2.3.

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

- 13.1 A teacher shall be granted two (2) days of personal leave per school year. One day will be with pay and benefits and one day will be with pay less the cost of a substitute, except where circumstances put such leave in conflict with the interests of the school. These days can be taken as either full or half school days.
- 13.2 A request for personal leave under clause 13.1 must be made in accordance with the following conditions:
  - a) A teacher shall submit a request to the Head of School or designate with two (2) weeks notice, where possible,
  - b) Subject to the availability of a substitute teacher,
  - c) This personal leave day shall not be used to extend a holiday period or a long weekend without approval of the Head of School.
- 13.3 Teachers will, where possible, schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will attempt to limit their absences for appointments.

## **14. ASSOCIATION LEAVE AND SECONDMENT**

- 14.1 A teacher shall be granted leave of absence with pay provided the Foundation is reimbursed by the Association for the actual costs of the substitute, including the Foundation's 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, Central Negotiating Committees and Local Negotiating Committees.
- 14.2 Upon written request to the Head of School or designate, the Foundation 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 Foundation. The Association will reimburse the Foundation as per clause 14.1. Such leaves will not be unreasonably denied.
- 14.3 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, 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 Foundation, the teacher, and the Association and is at no cost to the Foundation.
- 14.4 During such secondment, the Foundation 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 Foundation for all payments made by the Foundation to the teacher or on his/her behalf while on secondment under this clause.

## **15. OTHER LEAVES**

- 15.1 Additional leaves of absence with or without pay and with or without benefits may be granted to teachers for reasons accepted by the Foundation.
- 15.2 A temporary leave of absence with pay shall be granted whenever the teacher is absent, as follows:
- a) Up to five (5) school days for the death, and five (5) school days for the critical illness, of a teacher's spouse, son or daughter, parent, brother, sister, or parent of spouse upon completion of the necessary absence forms.
  - b) Up to three (3) days for the death of a grandparent, grandchild, son-in-law or daughter-in-law, aunt, uncle, nephew, niece, if warranted.

- c) Up to three (3) school days for the death of grandparent of spouse, brother in law, sister in law, or other relative who is a member of the teacher's household.
- 15.2.1 In the event of the death of relatives listed in clause 15.2(b), additional leave with pay may be granted for travel at the Foundation's discretion.
- 15.2.2 Before payment is made under this article, the Foundation may require a medical certificate stating that critical illness was the reason for the absence.
- 15.3 Effective upon ratification of this agreement by both parties a teacher is entitled to a leave of absence with pay for one (1) day per school year for the teacher's own convocation or that of the teacher's spouse or child.
- 15.4 For not more than two (2) days, paternity leave shall be granted for the birth of the teacher's own child to be used within one (1) week from the day of birth or within two (2) days from the date on which the mother or the child is released from hospital.
- 15.5 For jury duty or any summons related thereto, the teacher shall remit to the Foundation any jury stipend set by the Court or other body.
- 15.6 To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the teacher's employment, or to attend any court proceeding as a witness in a cause other than the teachers own. In this instance the teacher shall remit to the Foundation any witness fee set by the Court or other body.
- 15.7 A teacher, upon notification to the Head of School or designate, may use up to three (3) days of leave per school year, with pay, to care for the teacher's sick child or other relative living in the teacher's household, or the teacher's parent, providing that the other spouse is incapacitated or not available.

## **16. LOCAL GRIEVANCE PROCEDURE**

- 16.1 A grievance is a difference regarding the interpretation, application, operation or any alleged violation of this Collective Agreement.
- 16.2 A grievance must be initiated in writing stating all particulars as to the nature of the grievance, the clause alleged to have been violated and the remedy requested. Such grievance shall be submitted to the Executive Director and to the Chairperson of the Teacher Welfare Committee within twenty (20) teaching days from when the teacher became aware of the incident.

- 16.3 A committee comprised of two representatives of the Foundation and two representatives of the local Association shall meet and attempt to resolve the grievance within fifteen (15) teaching days of receipt of grievance by the Foundation. If the committee reaches a unanimous decision as to the disposition of any grievance that decision shall be final and binding.
- 16.4 If the Parties fail to reach an agreement under clause 16.3, either Party may by written notice to the other Party, require the establishment of an Arbitration Board. Such written notice shall be served within ten (10) teaching days following the time limit set out in clause 16.3.
- 16.4.1 Upon ratification, in the event that the decision of the committee fails to resolve the grievance, or the committee cannot come to a decision, then either Party may, by written notice served on the other Party, require the establishment of an Arbitration Board. Such written notice shall be served within ten (10) teaching days of receipt of the committee's decision.
- 16.5 Each Party shall appoint one member as its representative on the Arbitration Board within seven (7) teaching days of receipt of such notice. The two members so appointed shall endeavour to select an independent chairperson.
- 16.6 If the two members fail to select a chairperson within five (5) teaching days after the day on which the last of the two members is appointed, they shall request the Director of Mediation Services to select a chairperson.
- 16.7 The Arbitration Board may not change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve an issue or contention by either Party that is contrary to any subject matter covered by or arising under the terms of this Collective Agreement.
- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final, and binding upon the Parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Arbitration Board.
- 16.9 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

IN WITNESS THEREOF, the parties hereto execute this Agreement by affixing hereto the signatures of their proper officers on their behalf.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

On behalf of  
Clear Water Academy Foundation

On behalf of  
The Alberta Teachers' Association

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