Agreed Items #1 - March 5, 2020

Calgary Board of Education

And

The Alberta Teachers' Association

The above parties hereby agree that the following points constitute mutual agreement between the parties in the current negotiations:

4.6.3 Lieu Days

- 4.6.3.1 Effective the date of ratification of this agreement, Principals will be granted two (2) lieu day(s) per school year, to be taken prior to June 4 30 of each year, at a time mutually agreeable to the principal and the superintendent or designate.
- 4.6.3.2 Effective the date of ratification of this agreement, Assistant principals will be granted one (1) lieu day per school year, to be taken prior to June 4 **30** of each year at a time mutually agreeable to the assistant principal and superintendent or designate.
- 4.6.3.3 Requests to take lieu days during the month of June shall be submitted to the superintendent or designate before April 30 of each year.
- 4.6.3.34 The above mentioned lieu days shall not be paid out.

Letter of Understanding #6 -eLearn Teachers

Between

The Board of Trustees of the Calgary Board of Education And The Association

1. Effective the date of ratification of this agreement, one (1) Full Time Equivalent (FTE) assignment for instructional time for teachers who provide instruction in an online environment shall be up to 117 active students.

1.1 A student's active status shall be determined by the teachers' and administrators' discretion based on the following criteria: unexplained inactivity, lack of participation, failure to respond to multiple teacher contacts.

2. Using the *Staff Involvement In School Decisions* process, a teacher may, at any time, request consideration be given to reducing the number of students. Conversations may include, but are not

limited to, the following factors: number of students enrolled, number of active students, assessment requirements, impact of continuous enrolment numbers, number of courses assigned to the teacher, level of shell design/development required, complexity of subject material, teacher deployment across multiple subject areas, length of time between course starting and scheduled end date, grade level and class composition and student complexity.

3. A maximum of six (6) hours per week, averaged over the school year, may be assigned to non-instructional tasks.

4. The parties shall jointly review the operation of this letter and report back to their respective parties prior to the commencement of the next round of local collective bargaining September 30. In order to complete this review, the Board will provide to the Association for 2016/17 2018/19 and 2017/18 2019/20 the following:

a. The total number of students assigned to each teacher per year

- b. The total number of students declared inactive each year
- c. The number of courses taught per teacher
- d. The number and timing of student Intakes per year and by course
- e. Other student enrollment data the parties agree is relevant.

Letter of Understanding #7 - Blended, Face To Face and Online Learning Teachers - Delete

For Calgary Board of Education

For The Alberta Teachers' Association

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In the matter of Local Table Teacher Collective Bargaining between THE CALGARY BOARD OF EDUCATION

AND

THE ALBERTA TEACHERS' ASSOCIATION

MEMORANDUM OF AGREEMENT

Whereas:

The Calgary Board of Education and The Alberta Teachers' Association have engaged in collective bargaining and have arrived at an agreement governing all the changes to the terms and conditions of employment to be included in a new local collective agreement. Changes will be effective the date of ratification of this agreement or as otherwise agreed and set out herein.

All other changes agreed to by the parties are attached as part of this memorandum of agreement, including sign-off sheet dated March 5, 2020. All other items remain as current agreement.

1. The parties agree to amend Article 5 as follows:

5. Other Substitute Teacher Conditions

5.3.7 Each substitute teacher on the substitute roster and who has worked eighteen twenty (18) (20)-equivalent days by December 31 of each year and who attends teacher's convention will be paid the substitute daily rate under Clause 5.1 for each day they attend. The Calgary City Teachers Convention Board will provide a list of substitute teachers in attendance at the convention to the Board. Requests for payment for attendance at convention by substitute teachers will not be accepted after April 15 each year.

ADD (new) 5.3.8 No morning supervision is expected for substitute teachers on the first day of assignment, unless mutually agreed to by the substitute teacher and administration.

2. The parties agree to amend Article 7 as follows:

7. GROUP BENEFITS

7.3 Health Spending Account

ADD a Personal Spending Account (Wellness Spending Account) to Health Spending Account to be effective September 1, 2021. A detailed description of Health Spending Account / Personal Spending Account will be made available to all eligible teachers. Allocations for Health Spending Account / Personal Spending Account shall apply as per Article 7.3.

3. The parties agree to amend clause 9.2.5 as follows:

9.2,5 - A teacher granted a Professional Improvement Fellowship shall be paid, in lieu of

salary, monthly instalments equal to sixty-five (65%) seventy percent (70%) of the earnings to which the teacher would have been entitled had the teacher not been engaged in a professional improvement activity and receiving a Professional Improvement Fellowship. The teacher shall have their benefits continue as per Article 7 of this agreement.

4. The parties agree to amend Article 12 as follows:

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 Teachers shall be allowed personal leave up to and including five (5) days in any one school year with the loss of substitutes' pay only, and shall be deducted full salary for days absent for personal reasons in excess of five (5) days in any one school year. One (1) of the aforementioned five (5) Personal Leave days shall be with full pay and benefits.
- 12.2 When taking personal leave with loss of substitute's pay the deduction shall apply whether substitute coverage is required or not.
- 12.23 Effective as of ratification of this agreement, Up to two (2) days may be carried over for use by June 30 of the next school year.
- 12.34 The teacher shall advise the principal or immediate supervisor of the scheduled leave, with as much advanced notice as possible but shall endeavour to provide at least two (2) days' notice, except where emergent circumstances prevent advance notice. Such notice shall describe the measures taken to meet operational needs. It is not intended that this leave be used during Teachers' Convention or to extend holiday periods. A holiday period in this Clause shall mean any scheduled break in operational days greater than four (4).

In the event of emergent and unforeseen circumstances outside of the teacher's control or an emergent and unforeseen major family event, consideration shall be given to an application for an exception to extend a holiday period. Such an application may be made in writing to the Superintendent, Human Resources or delegated authority outlining the emergent and unforeseen circumstances. A teacher will be provided, in writing, the rationale for the denial of any such requests.

- 12.45 The Board may limit the number of teachers granted personal leave for direct participation in or attendance at a specialist conference at the local, provincial, national or international level.
- 5. The parties agree to amend Article 14.15 as follows:

14.15 Extended Parental Leave:

14.15.1– Upon request, a teacher shall be provided with an extension to parental leave. The extended parental leave shall not exceed the balance of the school year

in which the original parental leave commenced, plus the following school year.

For the portion of the Extended Parental leave that is outside of the maximum 62 weeks of statutory parental leave, the provisions of article 11.4 Benefits – *Prepayment or Repayment of Premiums During Unpaid Portion of Leave* shall not apply. Benefits may be continued at the cost of the employee.

6. (NEW) Establish a Working Conditions Committee – Letter of Understanding #7

Working Conditions Committee – The parties agree to form a committee to analyze the working conditions of teachers within the CBE. The committee shall include 4 representatives from the Board, and 4 representatives from the Association Local 38. The intent of the committee will be to review current practice and reporting expectations, technology usage and teacher work/life balance. Such committee shall meet at least four times a year.

- 7. Housekeeping
- a. Update job titles e.g. Article 3.6.2 refers to Area Directors update to Education Directors
- b. Replace School Act with Education Act
- c. Article 4.2.8 update administrative positions no longer have Supervisor or Associate positions

For The Calgary Board of Education

For The Alberta Teachers' Association



X

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August 24, 2020

DATE

August 24, 2020

DATE