

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE NORTHERN GATEWAY SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This Collective Agreement between

The Northern Gateway School Division  
(hereinafter referred to as the “Employer”)

Party of the first part

and

The Alberta Teachers’ Association,  
a body corporate incorporated under the laws of the Province of Alberta  
(hereinafter referred to as the “Association”)

Party of the second part

*Effective January 29, 2019, whereas this Collective Agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act/Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

*Effective date of ratification of the local collective agreement (February 9, 2021), the whereas statement above is repealed and replaced by the following whereas statement:*

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

WHEREAS the terms and conditions of employment and *the salaries* of the teachers have been the subject of negotiations between the Parties and are set forth in this Collective Agreement; and

WHEREAS the Parties acknowledge that their primary purpose is to provide efficient educational services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its employees; and

*WHEREAS the Parties recognize that basic to the proper management and administration of a school system is the Employer’s function and responsibility to*

*formulate and adopt policy and regulations, not inconsistent with this Collective Agreement. [This clause expires January 28, 2019]*

WHEREAS the Employer and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers and administrators.

To this end, the Employer agrees to inform in writing a representative of their respective teaching staff of proposed changes to policies and regulations which directly affect the working conditions of said teachers. The teacher representative will respond to such proposals within fifteen (15) consecutive days of being notified. It is the responsibility of the teaching staff to notify the Employer of the name of its representative.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the Parties agree as follows:

## **1. APPLICATION/SCOPE**

- 1.1 *Effective January 29, 2019, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

*Effective date of ratification of the local collective agreement (February 9, 2021), clause 1.1 above is repealed and replaced by the following clause:*

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 Excluded Positions: the following employees shall be excluded from this Collective Agreement:
- a) Superintendent
  - b) Deputy Superintendent(s)
  - c) Assistant Superintendent(s)
  - d) Associate Superintendent(s)
  - e) Director(s)
- 1.3 *Effective date of ratification of the local collective agreement (February 9, 2021), all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay*

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

- 1.4 *Effective January 29, 2019, the Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1 *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA (Effective date of ratification of the local collective agreement (February 9, 2021))*
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3 *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6 *Effective January 29, 2019, the Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Effective January 29, 2019, implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*

- 1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*
- 1.10 *Effective date of ratification of the local collective agreement (February 9, 2021), all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

- 2.1 *The term of this Collective Agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this Collective Agreement shall continue in full force and effect through August 31, 2020.*

### **2.2 List Bargaining (Effective January 29, 2019)**

- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing Collective Agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

### **2.3 Central Matters (Effective January 29, 2019)**

- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### **2.4 Local Bargaining (Effective January 29, 2019)**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an Employer or the Association must be served after, but not more than 60 days after, the Collective Agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5 Bridging (Effective January 29, 2019)**

2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a Collective Agreement in effect between the Parties at the time of service of the notice is deemed to continue to apply to the Parties, notwithstanding any termination date in the Collective Agreement, until*

*a) a new Collective Agreement is concluded, or*

*b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the Collective Agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6 Meet and Exchange (Effective January 29, 2019)**

2.6.1 *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*

2.6.2 *For local table bargaining, representatives of the Association and an Employer shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and the Employer shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement (Effective January 29, 2019)**

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in*

*this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.*

**2.8 Provision of Information (Effective January 29, 2019 and until the date of ratification of the local Collective Agreement (February 9, 2021))**

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

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

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent Employer financial statement;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and*
- f) Total allowances cost.*

**2.8 Provision of Information (Effective date of ratification of the local collective agreement (February 9, 2021), the following clause repeals and replaces clause 2.8 above)**

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*



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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

### **3. SALARY**

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

3.1.1 Save and except substitute teachers, each teacher shall be paid:

a) One-twelfth of his/her annual rate of salary on or before the twenty-seventh (27th) of each month, excluding December.

b) In December, payment shall be on the last operational day.

3.1.1.1 Notwithstanding where a teacher has resigned, the teacher shall be paid in accordance with the *School Act/Education Act* as amended from time to time.

3.1.2 The Employer shall normally make salary payments by electronic funds transfer.

3.1.3 Payment of administrative allowances according to article 4.2 of this Collective Agreement shall commence on the effective date of appointment.

3.1.4 Substitute teachers will be paid on or before the tenth (10th) day of the following month.

#### **3.2 Grid**

3.2.1 *The Employer shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums*

mentioned herein are 'per annum' unless specifically stated otherwise.

- 3.2.2 *The number of complete years of teacher education and the years of teaching experience, as computed according to this Collective Agreement, shall together determine the basic salary rate for each teacher employed by the Employer.*
- 3.2.3 *Teachers with three (3) years education shall be placed on year 4 of teacher education and year 4 of teaching experience on the grid.*
- 3.2.4 *Effective September 1, 2018:*

<b>Years of Experience</b>	<b>Years of Teacher Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	60,145	63,065	66,465
1	63,816	66,774	70,164
2	67,465	70,467	73,889
3	71,137	74,215	77,616
4	74,996	78,138	81,556
5	78,943	82,114	85,566
6	82,820	86,050	89,502
7	86,477	89,772	93,289
8	90,513	93,884	97,402
9	94,220	97,638	101,164

**3.3 Education (Effective until August 31, 2019)**

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

- 3.3.2 *The adjustment dates for changes in salary based on teacher education shall be at the commencement of the school year or February 1.*
- 3.3.3 *Proof of teacher education or satisfactory evidence of having applied for same must be submitted to the Employer within 60 calendar days of the above mentioned adjustment dates or commencement of employment. If proof is received within the number of days specified in this clause, payment shall be made retroactive to the above mentioned adjustment dates or commencement of employment. Failure to submit proof or satisfactory evidence of application shall result in salary adjustment commencing the month following receipt by the Employer.*
- 3.3.4 *Until such time as the Employer receives satisfactory proof of teacher education, the teacher will be placed at the lowest grid placement commensurate with the teacher's education as evidenced by an acceptable statement of educational qualification.*

**3.3 Education** (Effective September 1, 2019, the following repeals and replaces clause 3.3 above)

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (60) operational days from the date of completion of education or commencement of employment.*

3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

### **3.4 Experience (Effective until August 31, 2019)**

3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*

a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*

b) *employed as a substitute teacher within the preceding five (5) years.*

3.4.2 *Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*

3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*

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

3.4.5 *A year of teaching experience shall be earned by service with the Employer for at least 120 full time equivalent days; days as defined in Section 97/Section 205 of the School Act/Education Act*

*as amended from time to time. No teacher shall lose credit for years of teaching experience being recognized at the time of signing this Collective Agreement.*

*Effective until August 31, 2017, when a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until a teaching experience increment has been received.*

- 3.4.6 *The number of years of teaching experience earned by a teacher prior to engagement by the Employer is counted as if it has been teaching experience in schools under the Employer's jurisdiction.*
- 3.4.7 *The adjustment date for changes in the number of years allowed for years of teaching experience shall be at the commencement of the school year or February 1.*
- 3.4.8 *Each teacher shall supply proof of previous teaching experience within 60 calendar days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience. If proof or satisfactory evidence of application is received within the number of days specified in the clause, payment shall be made retroactive to the first day of commencing teaching duties.*
  - 3.4.8.1 *Failure to comply with clause 3.4.8 or until such time as the Employer receives satisfactory proof of claimed previous teaching experience, the teacher will be placed at the lowest grid placement commensurate with the teacher's education as evidenced by an acceptable statement of educational qualification. In the absence of such an acceptable statement of qualification, the teacher will be placed at the lowest grid placement for experience. Upon receipt of proof or satisfactory evidence of having applied for the same, payment shall be made commencing the month following the receipt by the Employer.*
  - 3.4.8.2 *The Employer shall keep up to date records of each teacher's service with the Employer. A copy of this shall be provided to a teacher upon request.*
- 3.4.9 *When a letter of authority is issued for a portion of a year to enable due processing of documents by the Registrar's office prior to the teacher's receipt of an Alberta Teaching Certificate,*

*the teacher shall be placed in the teacher's experience category as per Article 3.4.*

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

*Teachers shall:*

- a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) Not gain experience during vacation periods and leaves of absence without salary.*

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

*3.4.2 Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*

*3.4.3 A teacher shall be granted only one (1) experience increment during any one (1) school year.*

*3.4.4 Uncredited experience shall be carried over for the calculation of experience increments.*

*3.4.5 The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

*3.4.6 The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*

- a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
- b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.4.7 *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*

3.4.8 *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*

a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

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

3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another Employer, the receiving Employer shall assume the recognition of experience provided by the previous Employer.*

3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*

3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

### **3.5 Special Considerations (Vocational Teachers)**

3.5.1 *Notwithstanding clause 3.4.9, clause 3.5 shall apply to vocational teachers.*

3.5.1.1 *In this clause, a vocational teacher is one who is teaching vocational shop or business education courses for at least half of his/her teaching day.*

3.5.1.2 Vocational teacher salary entitlement, provided he/she has no previous teaching experience as a certified teacher, will be the minimum salary rate according to his/her evaluation of teacher education for salary purposes.

3.5.1.3 In addition to his/her salary rate, each vocational teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case his/her total salary shall not exceed the maximum salary rate according to his/her evaluation of teacher education.

<i>Industrial Experience</i>	<i>Increments</i>	<i>Industrial Experience</i>	<i>Increments</i>
10 years	5	4-5	2
8-9	4	2-3	1
6-7	3	0-1	0

3.5.2 The initial industrial experience allowance shall remain constant throughout the period of employment. The original placement of the vocational teacher on the salary schedule shall be subject to review by the interpretation and grievance committee (established under article 16 of this Collective Agreement).

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

3.6.1 A teacher, who agrees to render professional service during any vacation period, at the request of the Superintendent, shall be paid 1/200 of his/her grid position salary for each day of work.

### **3.7 Other Allowances (Northern Travel Benefit)**

3.7.1 Agree in principle to insertion of new wording subject to being approved by Revenue Canada and there being no cost to the Employer.

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

### **4.1 Creation of New Designations/Positions**

4.1.1 The Employer may create and fill administrative positions other than those specifically enumerated in this article, provided that the



remuneration for such positions is established by an addendum to this Collective Agreement prior to the appointment.

**4.2 Administration Allowances:** *In addition to the foregoing salary there shall be paid:*

4.2.1 **Principal** *(This clause expires when clause 4.2.2 comes into effect)*

<i>Principal - Base Allowance</i>	<i>\$12,681</i>
<i>- Per student for the first 100 students</i>	<i>\$0.00</i>
<i>- Per student for 101 to 150 students</i>	<i>\$75.86</i>
<i>- Per student for 151 to 300 students</i>	<i>\$31.73</i>
<i>- Per student thereafter</i>	<i>\$24.65</i>

4.2.1.1 *Notwithstanding the base rate, no principal will receive an allowance of less than \$13,805.*

4.2.1.2 *Student count shall be on September 30 of each year. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one-half student.*

4.2.2 **Principal** *(Effective the first day of the month following the date that the Parties sign the Collective Agreement (April 10, 2019), or April 1, 2019, whichever is earlier.*

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$13,805</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$17,500</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$19,500</i>	<i>\$20.00</i>
<i>401 plus students</i>	<i>\$21,000</i>	<i>\$20.00</i>

4.2.2.1 *Should a principal and/or assistant principal incur a reduced allowance as a result of this change of allowance structure, the Employer will 'red circle' the*

*principal and/or assistant principal for the duration of the 2018/2019 school year. Thereafter, the 'red circling' shall end and the allowance structure under clause 4.2.1.2 shall apply to its full extent.*

4.2.2.2 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.2.2.3 *Student count shall be on September 30 of each year. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one-half student.*

4.2.3 **Assistant Principal:** *Each Assistant Principal shall receive one half (1/2) the allowance paid to the Principal under this clause.*

4.2.3.1 *Effective September 1, 2019, the minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.4 **Coordinator:** *\$4,951. The position of Coordinator shall be approved by the Superintendent or designate*

4.2.5 **Pre-school Programs:** *- \$7.52 per child provided:*

a) *such programs are approved but not administered by the Employer; and,*

b) *the children participating in these programs are attending two half-days per week; and,*

c) *the Principal has been assigned responsibility for administrative matters related to such programs.*

4.2.6 **Divisional Coordinator:** *A teacher in a position of Divisional Coordinator will work a 12 month year with six weeks vacation. A minimum of three consecutive weeks can be accessed during the summer vacation period. The salary for a Divisional Coordinator shall be \$114,497 per annum.*

### **4.3 Red Circling**

- 4.3.1 If an administrator is transferred to a position with a lesser allowance, that Principal or Assistant Principal shall retain the same administrative allowance as currently earned for a period of two years or until the allowance of the new position exceeds the amount of the retained allowance, whichever occurs first.

### **4.4 Acting/Surrogate Administrators – Compensation (Expires March 31, 2021)**

- 4.4.1 When in the absence of the principal an assistant principal acts in his/her place for a period of five (5) or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which he/she is so designated commencing on the 6th day.
- 4.4.2 In a school where there is no assistant principal, a teacher shall be designated by the Employer to be acting principal in the absence of the principal. The designate shall be paid according to Clause 4.2.1 or 4.2.2 (depending on the effective date) should the principal be absent.
- 4.4.3 When both the principal and assistant principal are absent, a teacher shall be appointed acting principal. The teacher so appointed shall be paid according to Clause 4.2.1 or 4.2.2 (depending on the effective date) should the principal and assistant principal be absent.

### **4.4 Acting/Surrogate Administrators – Compensation (Effective April 1, 2021)**

- 4.4.1 When in the absence of the principal an assistant principal acts in his/her place for a period of five (5) or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which he/she is so designated commencing on the 6th day.
- 4.4.2 In a school where there is no assistant principal, a teacher shall be designated by the Employer to be acting principal in the absence of the principal. The designate so appointed shall be paid 80% of the daily rate of that principal's allowance, or applicable prorated portion, for each day of such acting.
- 4.4.3 When both the principal and assistant principal are absent, a teacher shall be designated by the Employer to be acting

principal. The designate so appointed shall be paid 80% of the daily rate of that principal's allowance, or applicable prorated portion, for each day of such acting.

**4.5 Teachers with Principal Designations** (Effective September 1, 2017 and until date of ratification of the local Collective Agreement (February 9, 2021))

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

4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years. When the total length of the principal's designation will be five (5) years as of August 31, 2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

4.5.3 *For any current principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2017, the Employer must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

**4.5 Teachers with Principal Designations** (Effective date of ratification of the local collective agreement February 9, 2021), the following repeals and replaces clause 4.5. above)

4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

- 4.5.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

#### **4.6 Other Administrator Designations**

- 4.6.1 *No teacher designated as assistant-principal on or before September 1, 1997, shall have that designation terminated by reason of the Employer's decision to eliminate the position, unless the Superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.*

### **5. SUBSTITUTE TEACHERS**

#### **5.1 Rates of Pay**

- 5.1.1 *A substitute teacher is a teacher employed on a day-to-day or half-day basis.*
- 5.1.2 *Effective until April 30, 2019, for the first five (5) days of substitute service, in each instance, payment will be according to the following schedule:*

*per diem - \$206.42*

*per half-day - \$109.68*

*The above rates of pay include 4% vacation pay.*

- 5.1.2 *Effective May 1, 2019 until March 31, 2021, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

5.1.2.1 *The half day rate of pay for substitute teachers will be \$105.46 plus four percent (4%) vacation pay of \$4.22 for a total of \$109.68.*

- 5.1.2 *Effective April 1, 2021, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

5.1.2.1 *The half day rate of pay for substitute teachers will be 60% of the daily substitute rate, inclusive of vacation pay.*

5.1.2.2 Under no circumstance will a substitute teacher receive more than the daily rate of pay for any single day of substitution.

5.1.3 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

## **5.2 Commencement of Grid Rate**

5.2.1 *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive school days, shall be paid effective the sixth (6) day according to placement on the salary grid subject to the terms of this Collective Agreement.*

5.2.2 *A substitute teacher shall provide evidence of teacher education and teaching experience as per articles 3.3 and 3.4 (depending on the effective dates) within 60 calendar days of being eligible for placement on the grid.*

5.2.3 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3 Other Substitute Teacher Conditions**

5.3.1 Effective until March 31, 2021, when a teacher is absent, a certificated substitute will be hired to replace that teacher whenever reasonably possible.

5.3.1 Effective April 1, 2021, when a teacher is absent, a certificated substitute will be hired to perform that teacher's instructional responsibilities, whenever reasonably possible.

5.3.2 Effective the first day of the month following the date that the Parties sign the Collective Agreement (April 10, 2019), or April 1, 2019, whichever is earlier:

(a) In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall

report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.

- (b) The provisions of clause 5.3.2 (a) shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.

## **6. PART TIME TEACHERS**

6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

6.1 *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

6.2 *Part-time Teachers Benefits and Proration*

6.2.1 *For the Employer's portion of the benefit premium contributions, the provisions of this Collective Agreement shall apply to part-time teachers on a pro-rated basis for those teachers who teach less than 0.5 FTE per school year. Any teacher at 0.3 FTE or less may opt out of the benefit plans listed in clause 7.1.1.*

6.2.2 *For a part time teacher, one day of leave under articles 12, 13.1.1 and 14 means one of the teacher's scheduled working days.*

## **7. GROUP BENEFITS**

7.1 ***Group Health Benefit Plans Carrier and Premium paid by the Employer***

7.1.1 *The Employer will contribute on behalf of each participating teacher the following percentage of premiums for the following noted health care plans:*

- a) *Extended Disability Plan D - Alberta School Employee Benefit Plan (ASEBP) – 100 per cent*

- b) *Life Insurance Plan Schedule 2 - ASEBP – 100 per cent*
- c) *Extended Health Care Plan I – ASEBP – 100 per cent*
- d) *Dental Plan 3 - ASEBP – 100 per cent*
- e) *Vision Care Plan 3 - ASEBP – 100 per cent*
- f) *Effective September 1, 2019, ASEBP Accidental Death and Dismemberment Plan 2 – 100 per cent*

7.1.2 *The only obligation of the Employer pursuant to this provision shall be to pay its percentage share of premiums. The benefits provided are provided through insurance plans and the administration of such plans shall be subject to, and governed by, the terms and conditions of the policies or contracts entered into with the underwriters of the plan.*

## **7.2 Group Benefits Eligibility**

7.2.1 *Participation in the aforesaid Extended Disability and Life Insurance Plans is mandatory for teachers appointed to staff as of November 9th, 1971 and thereafter. Participation in the Extended Health Care plan aforesaid is mandatory for all teachers hired or appointed to staff as of September 1, 1998 and thereafter. Participation in the Dental plan aforesaid is mandatory for all teachers appointed as of September 1, 1982 and thereafter. Participation in the Vision Care aforesaid is mandatory for all teachers appointed as of September 1, 2003 and thereafter.*

7.2.2 *Any teacher who has equivalent coverage provided through their spouse may waive coverage under the ASEBP Dental Plan, Extended Health Care and Vision Care Plan 3.*

## **7.3 Health Spending Account (Expires February 28, 2021)**

7.3.1 *Effective until August 31, 2019, the Employer will establish, for each eligible teacher, a Health Spending Account (HSA) for the use of the eligible teacher, his/her spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA credits of \$350 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid*



*leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

- 7.3.1 *Effective September 1, 2019, this provision repeals and replaces 7.3.1 above. The Employer will establish, for each eligible teacher, a Health Spending Account (HSA) for the use of the eligible teacher, his/her spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA credits of \$725 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

**7.3 Combined Health Spending Account/Wellness Spending Account (Effective March 1, 2021)**

- 7.3.1 *The Employer will establish, for each eligible teacher, a combined Health Spending Account (HSA)/Wellness Spending Account (WSA) for the use of the eligible teacher, his/her spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA/WSA credits of \$725 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

**7.4 Other Group Benefits**

- 7.4.1 Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass onto teachers any rebates of employment insurance premiums.

- 7.4.2 The Employer's contribution shall be applied first to non-taxable components.

## **8. CONDITIONS OF PRACTICE**

### **8.1 *Teacher Instructional and Assignable Time*** (Effective September 1, 2017)

8.1.1 *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

8.1.2 *Teacher assignable time will be capped at 1200 hours per school year commencing the 2017-2018 school year.*

### **8.2 *Assignable Time Definition*** (Effective September 1, 2017)

8.2.1 *Assigned Time is defined as the amount of time that Employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

*a) operational days (including teachers' convention)*

*b) instruction*

*c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*

*d) parent teacher interviews and meetings*

*e) Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*

*f) staff meetings*

*g) time assigned before and at the end of the school day*

*h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

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

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

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

### **8.3 Other Conditions of Practice**

8.3.1 *For the purpose of this Collective Agreement, "operational days" shall be as established in the Employer's school year annual calendar.*

8.3.2 *Teachers will not be required to render service for more than 200 operational days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*

8.3.3 *Notwithstanding clause 8.3.2, administrators shall be responsible to organize their schools in order that the schools are ready for operation.*

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

8.3.4.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*

8.3.4.2 *When reasonable, this break shall occur in the middle of the assignment.*

8.3.4.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

#### **8.4 School Calendar**

8.4.1 The date upon which a teacher will be required to render the first (1st) day of service in any school year shall be announced by the Employer not less than four (4) calendar months prior to such date.

### **9. PROFESSIONAL DEVELOPMENT**

#### **9.1 *Teacher Professional Growth Plan (Effective January 29, 2019)***

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*

9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

9.1.3 *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

#### **9.2 Professional Improvement Leave**

9.2.1 Professional improvement leave shall mean a leave of absence granted by the Employer in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.

9.2.2 To be eligible for professional improvement leave under clause 9.2.1 the teacher shall have served an Employer for five (5) consecutive years, immediately prior to granting of such leave.

9.2.3 Professional improvement leave for a period of less than one year may be granted by the Employer and remuneration shall be prorated to amount of salary set forth in Clause 9.2.8.

9.2.4 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to his/her duties following expiration of his/her leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher for a period of at least two years after resuming his/her duties.

- 9.2.5 All applications for professional improvement leave shall be submitted to the Employer by February 1 preceding the school year in which the professional improvement leave is to commence.
- 9.2.6 The Employer shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional leave of absence.
- 9.2.7 The Employer shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 9.2.8 A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal installments on the last day of each month, in accordance with the following schedule  
—\$35,816
- 9.2.9 A teacher who is granted Professional Improvement Leave shall be entitled to participate in the *ASEBP*. The Employer shall contribute toward required premiums as indicated in clauses 7.1.1, 7.2.1 and 7.4.1 and 7.4.2
- 9.2.10 Prior to leave being granted, the Employer and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

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

10.1 *Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:*

- a) *In accordance with the provision of the School Act/Education Act, a teacher in their first year of service with the Employer and whose contract commences after the beginning of a school year shall receive sick leave on a pro-rata basis as follows:*

$$\frac{\text{number of school days under contract}}{9} = \text{number of sick leave days}$$

- b) *a teacher in their first year of service with the Employer whose contract commences at the beginning of a school year shall have 20 sick leave days available effective the first day of the school year.*
- c) *a teacher with one or more years of service with the Employer shall have 90 calendar days of sick leave available effective the first day of the school year.*

- 10.2 *When any teacher has been continuously absent due to medical disability for 90 calendar days, the ASEBP extended disability plan shall take effect and no remaining entitlements to salary or benefit premiums shall be paid. Prior to expiry of the qualifying period under the extended disability plan, a teacher absent due to sickness shall make application for extended disability benefits and upon expiry of the said qualifying period such teacher shall no longer be eligible to receive sick leave benefits.*
- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the ASEBP, upon his/her return to full-time duty, he/she shall be entitled to sick leave benefits in accordance with the following schedule:*
- a) *In instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement will be made contingent upon the Employer receiving a certificate signed by a medical practitioner verifying that the teacher is able to return to work and assume all duties and responsibilities on a continuing basis.*
  - b) *If the same illness reoccurs within a six (6) month period, under the terms of the ASEBP the teacher shall make application to resume benefits under the plan.*
  - c) *Teachers who acquire and exhaust their sick leave under clause 10.1 c), shall be eligible for sick leave for any new illness in accordance with clause 10.1 c), provided the teacher returns to work for ten (10) consecutive operational days.*
  - d) *Teachers who acquire and exhaust their sick leave in accordance with clause 10.1 b), and who return to work for ten (10) consecutive operational days, shall be eligible for a further two days per month for the remainder of the school year.*
- 10.4 *All sick leave shall terminate upon the termination of the employment with the Employer.*
- 10.5 *A teacher absent for three (3) consecutive operational days or less due to illness or other disability must submit with the pertinent month end form the reason for the absence.*
- 10.6 *A certificate of illness from a qualified medical practitioner is required by the Employer to support a request for sick leave with pay if the absence exceeds three (3) consecutive operational days. Requests with the supporting certificate must be submitted to the office of the Employer and must be attached with the month end reports, unless the teacher is unable for circumstances beyond his/her control, to provide the supporting*

*certificate. Additional certification may be requested to validate continued absence.*

10.7 *The Employer may require a teacher to submit to a medical examination by an Employer designated doctor. The expense of the medical examination will be borne by the Employer. Travel and meal rates will be paid in accordance with Employer policy.*

10.8 *Sick leave shall be recorded for full days or half days only.*

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

### **11.1 *Maternity Leave/Parental Leave/Adoption Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)***

11.1.1 *The Employer agrees to administer maternity and parental leaves in compliance with the provisions of the Employment Standards Code of Alberta and in accordance with the Employer's Supplements to Employment Insurance (EI) Maternity Benefit Plan.*

11.1.2 *Employees are entitled to maternity leave without salary for a period not exceeding fifteen (15) weeks.*

11.1.2.1 *When possible, an employee will notify the Employer of her leave requirements three (3) months in advance of the first day of the leave. The employee shall determine the commencement of the leave.*

11.1.2.2 *A medical certificate stating the expected date of delivery shall accompany such notification.*

11.1.2.3 *An employee on maternity leave shall provide the Employer with four (4) weeks written notice of the date she wishes to return to work, and upon her return to work, she will be placed in her former teaching duties or to a comparable teaching position.*

11.1.2.4 a) *The Employer will implement an EI Maternity Benefit Top-up Plan which a teacher may access for pay during the health related portion of her leave which will top-up the teacher's weekly EI benefits such that the sum of the weekly EI benefits and the top-up will equal 100% of the teacher's normal weekly salary. The EI Maternity Benefit Top-up Plan shall be payable for a maximum period covered by accumulated sick leave.*

- b) *If a teacher is not eligible for EI Maternity benefits, the teacher may access accumulated sick leave for the health related portion of her leave.*

#### *Parental / Adoption*

11.1.3 *Employees are entitled to Adoption or Parental leave without pay or benefits for a period not exceeding fifty-two (52) weeks.*

11.1.3.1 *The combinations of maternity/parental leave shall not exceed fifty-two (52) weeks.*

11.1.3.2 *When possible, the employee will notify the Employer of his/her leave requirements five (5) weeks in advance of the first day of the leave.*

11.1.3.3 *An employee on Adoption/Parental leave may continue his/her benefit coverage only if the employee pays the entire premium for the benefit plan.*

11.1.4 *An employee on Adoption/Parental leave shall provide the Employer with at least four (4) weeks written notice of the date the teacher wishes to return to work. Where the leave exceeds six (6) weeks, the return to work should coincide with natural breaks or reporting periods during any school year. Upon return to work, the teacher will be placed in the teacher's former teaching duties or to a comparable teaching position.*

#### **11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave** (Effective January 29, 2019) (Effective for maternity and/or parental that commenced before May 1, 2019)

11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*

11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to twelve (12) months.*

11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve (12) months, provided the teacher repays the teacher portion of the benefit premiums.*



- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve (12) months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

### **11.1 Maternity Leave**

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

*Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

## **11.3A Salary and Benefit Premium Payment Health Related**

- 11.3.1A *The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

- 11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4A *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*

11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1 Temporary Personal Leave of Absence for not more than three (3) operational days in total in any school year shall be granted to each teacher.
- 12.2 *The first day of such leave shall be at full salary and benefits.* The remaining two days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of a substitute is forthcoming to the Employer through payroll deductions, regardless of whether the school required a substitute to cover that teacher's duties.
- 12.3 A teacher taking such leave shall present a signed statement regarding the reason for absence (for clarity, it is understood that a reason, other than "personal leave/reason", must be provided). The principal shall receive reasonable advance notice that such leave is to be taken. Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods.
- 12.4 This leave must be taken as half days or full days.
- 12.5 The salary of the substitute is to be as per clause 5.1.
- 12.6 The first day of personal leave in any given year may be accumulated to a maximum of four (4) operational days.
- 12.7 Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods, and the Employer, at its discretion, may restrict such leave to a maximum of five (5) consecutive operational days. Under exceptional circumstances a teacher may access additional leave under clause 14.7.
- 12.8 Requests for leave under this clause require prior consultation with the principal. Reasons for such leave must be outlined and the appropriate form must be completed. Failure to comply with these provisions will result in loss of salary. It is the teacher's responsibility to ensure they have sufficient leave to meet this request. Accumulated personal leave shall be granted unless such leave unduly interferes with the operation of the school and/or system.

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

- 13.1 *Effective January 29, 2019, a teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Effective January 29, 2019, upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Effective January 29, 2019, where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.3.1 *Release time shall be provided up to 0.25 FTE for the Local President to conduct local business, with the Local covering the cost. This time is to be allocated in the regularly scheduled assignment with consideration to the operational requirements of the school.*
- 13.4 *Effective January 29, 2019, during such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on his/her behalf while on secondment under this clause.*

### **14. OTHER LEAVES**

#### **14.1 Critical Illness and Death Leave**

- 14.1.1 *Temporary leave of absence necessitated by critical illness or death of a relative of the teacher shall be granted by the Employer, with salary and benefits, according to the following schedule:*

- a) *In the event of death of a teacher's spouse or child a time up to and including five operational days,*
- b) *In the event of critical illness on the part of the teacher's spouse or child, time up to and including four (4) operational days,*
- c) *In the event of critical illness or death of a teacher's relative, time up to and including three (3) operational days provided such relative is a parent, brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,*
- d) *In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one operational day.*
- e) *Additional such leave as outlined above, where required, may be granted upon application to the Employer. This additional leave will not be counted as personal leave.*

14.1.2 *For the purposes of Clause 14.1.1 critical illness shall be determined by a certificate from a medical doctor if required by the Employer.*

#### **14.2 Impassable Roads Leave**

14.2.1 A teacher is entitled to salary and benefits for those operational days in which the teacher is unable to reach the school from their usual place of residence because of impassable roads only when payment for the absence is approved by the superintendent of schools.

#### **14.3 Graduation and Convocation Leave**

14.3.1 The Employer shall grant a temporary leave of absence with salary and benefits, of one (1) operational day, to a teacher to attend his/her own wedding, convocation or graduation from a post-secondary institution.

#### **14.4 Leave for Child's Arrival**

14.4.1 The Employer shall grant temporary paternal leave, with salary and benefits, of one (1) operational day in the event of a birth. The day taken shall be either the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.

14.4.2 The Employer shall grant temporary adoption leave, with salary and benefits, of one operational day on the date of adoption or receipt of the child.

**14.5 Family Medical Leave:**

14.5.1 *A teacher is entitled to 2 operational days per school year for family medical attention at full salary and benefits.*

14.5.1.1 *Effective the first day of the month following the date on which the parties sign the Collective Agreement, a teacher on a 1.0 FTE contract for the full school year shall be eligible for one (1) additional operational day per school year for family medical attention at full salary and benefits.*

14.5.2 *For the purposes of clause 14.5, a family member shall be as per clause 14.1.1 (b) and (c).*

14.5.3 *The Employer at its discretion may require a signed certificate by a medical practitioner or a letter of notification submitted to the Superintendent within ten (10) days of return to duties.*

**14.6 Jury Duty Leave**

14.6.1 Leave of absence without loss of salary and benefits shall be granted:

- a) for jury duty or any summons related thereto,
- b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- c) 14.6 (b) shall not apply when a teacher or the Association is taking action against the Employer.

**14.7 Discretionary Leave**

14.7.1 Additional leaves of absence may be granted by the Superintendent: with salary and benefits, with salary and benefits less the cost of the substitute, or without salary and benefits.

## 14.8 **Deferred Salary Leave**

14.8.1 The Employer agrees to implement a Deferred Salary Leave Plan as approved by Revenue Canada.

## 15. **CENTRAL GRIEVANCE PROCEDURE** (*Effective January 29, 2019 until April 30, 2019*)

15.1 *This procedure applies to differences:*

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*

15.2 *“Central item” means any item which is in italics in this Collective Agreement.*

15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*

15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work.*

15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*

15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*

- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

15.7 *The written notice shall contain the following:*



- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*

15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*

15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the Employer affected by the difference may be invited to participate in the discussion about the difference.*

15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*

15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*

15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

*(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*

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

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

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

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

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

## **15. CENTRAL GRIEVANCE PROCEDURE** *(Effective May 1, 2019)*

15.1 *This procedure applies to differences:*

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*

15.2 *“Central item” means any item which is in italics in this Collective Agreement.*

- 15.3 A “non-central item” means any item which is not in italics in this Collective Agreement.
- 15.4 An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.
- 15.5 For the purposes of this Article, written communication may be provided by email.
- 15.6 If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.
- 15.7 If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.
- 15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.
  - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.
- 15.9 The written notice shall contain the following:
- a) A statement of the facts giving rise to the difference,
  - b) The central item or items relevant to the difference,
  - c) The central item or items and the non-central item or items, where the difference involves both, and
  - d) The remedy requested.

- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the Collective Agreement;*
  - b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
  - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *Any affected school jurisdiction.*
  - c) *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.18 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.19 *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

## **16. LOCAL GRIEVANCE PROCEDURE**

- 16.1 Any difference between an employee covered by this Collective Agreement and the Employer or, in a proper case between the local of the Association and the Employer concerning the interpretation, application, operation, or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.
- 16.2 Such difference (hereinafter called 'a grievance') shall first be submitted in writing to the Secretary-Treasurer of the Employer and to the chairperson of the local Teacher Welfare Committee. Such written submission shall be made within fifteen (15) school days after the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the

articles of this Collective Agreement which it is alleged have been violated and the remedy sought.

- 16.3 The grievor and/or representative shall be present at any grievance hearing. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) school days following receipt of the submission and shall dispose of each grievance before proceeding to another.
- 16.4 If the grievance is not resolved within the said time then either Party may by written notice served on the other Party require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) school days after the date the aforesaid twenty-one (21) school day limit expires or the date the grievance committee renders a decision, whichever is shorter.
- 16.5 Each Party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) school days of such notice and shall so inform the other Party of its appointee. The two (2) members so appointed shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint, any Party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The Arbitration Board shall not change, amend or alter any of the terms of this Collective Agreement. All grievances or differences 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 provisions of this Collective Agreement or that involves the determination of a subject matter not covered by or arising during the term 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 Arbitration Board shall give its decision not later than fourteen (14) school days after the appointment of the chairperson provided, however, that this time period may be extended by written consent of the Parties.
- 16.10 Each Party to the grievance shall bear the expense of its respective appointee and the two Parties shall bear equally the expense of the Chairperson.

16.11 All of the aforesaid time limits referred to in the grievance procedure shall be deemed to be consecutive school days.

16.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) a grievor fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. Should the Employer fail to respond to the grievor within the specified time period, the grievor may process the grievance to the next step in the procedure.

16.13 Any of the aforesaid time limits may be extended at any stage upon the written consent of the Parties.

## **17. EMPLOYMENT**

### **17.1 Transfers**

17.1.1 The Employer requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and his/her family as a result of such transfer, providing such transfer requires a change of residence.

### **17.2 Subrogation**

17.2.1 Interpretation:

17.2.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.

17.2.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.

17.2.1.3 Judgement or Settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

17.2.1.4 Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

17.2.1.5 Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes

the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

17.2.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

17.2.2.1 the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;

17.2.2.2 the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;

17.2.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

17.2.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

17.2.2.5 the teacher will not settle his/her claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;

17.2.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

17.2.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and

17.2.2.8 the Employer's consent to settlement shall not be unreasonably withheld.

17.2.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost



of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

- 17.2.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 17.2.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this section 17.2.
- 17.2.6 In exercising any of its rights under section 17.2, the Employer shall have due regard for the interests of the teacher.

**IN WITNESS THEREOF** the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

**Signed on \_\_\_\_\_, 2021**

**Signed on \_\_\_\_\_, 2021**

**On Behalf of the Association**

**On Behalf of the Employer**

\_\_\_\_\_  
**Kelly Muir, NSC Chair**

\_\_\_\_\_  
**Barb Maddigan, Bargaining Committee Chair**

\_\_\_\_\_  
**Tamara Spong, Secretary Treasurer**

**Signed on \_\_\_\_\_, 2021**

\_\_\_\_\_  
**Mr. Sean D. Brown, Associate Coordinator  
Collective Bargaining, Teacher Employment  
Services**

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

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

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

1. Scope

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

2. Process

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

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

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

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

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

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

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

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

*School jurisdictions will provide to the committee job descriptions and other relevant employment documents requested by the committee. The committee will provide a report to TEBA and the Association in order to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of this agreement and the committee shall commence its work within sixty (60) days after ratification of central terms.*

**New Letter of Understanding #4 – Distributed Education Teachers Conditions of Practice**

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

*TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to study distributed education (e.g. online, blended learning, and alternative delivery) teachers' conditions of practice and provide a report to TEBA and the Association in time to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of central terms.*

### **New Letter of Understanding #5 – Wellness Spending Account (WSA)**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING #9

### LIEU DAYS FOR PRINCIPALS AND ASSISTANT PRINCIPALS

(Effective March 1, 2021)

1. In recognition of additional days of work above and beyond the school calendar established by the Employer, two (2) lieu days will be provided by the Employer to school-based principals and one (1) lieu day for school-based assistant principals during the school calendar. A lieu day shall not be accumulated or paid out under any circumstance.
2. The request for approval to use a lieu day must be made in accordance with the following conditions:
  - (a) in writing,
  - (b) stating the specific reason(s) the lieu day will be used for,
  - (c) to the Superintendent or designate,
  - (d) at least two (2) weeks in advance of the date(s) the principal or assistant principal wishes to use the lieu day,
  - (e) stating the replacement arrangement, and
  - (f) the availability of a substitute teacher (if required) at the time of the request.
3. A lieu day shall not be used:
  - (a) to extend Christmas Break, Spring Recess, or Summer Vacation,
  - (b) during any scheduled Parent-Teacher Interview days,
  - (c) to engage in any activity for financial gain,
  - (d) during scheduled professional development days, or
  - (e) on any planned event day at the principal's or assistant principal's school.