

COLLECTIVE AGREEMENT

[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association)]

BETWEEN

**THE GRANDE YELLOWHEAD SCHOOL
DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between The Grande Yellowhead School Division (Employer) and the Alberta Teachers' Association (Association).

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

Effective June 30, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

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

WHEREAS, the Employer is responsible for the educational success of students; and

WHEREAS, the Association's Members are responsible for assisting with the educational success of each student.

1. APPLICATION/SCOPE

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

Effective June 30, 2020, clause 1.1 above is repealed and replaced by the following clause:

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

- 1.2.1 Superintendent;
 - 1.2.2 Chief Deputy Superintendent;
 - 1.2.3 Assistant Superintendent;
 - 1.2.4 Associate Superintendent;
 - 1.2.5 Director.
- 1.3 *Effective June 30, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the 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 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each 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 June 30, 2020)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the 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 *The Employer retains those residual rights of management not specifically limited by the expressed terms of the collective agreement.*

Effective June 30, 2020, clause 1.6 above is repealed and replaced by the following clause:

The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.

- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall inure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective June 30, 2020, all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions
 - 1.11.1 Teacher Liaison Committee
 - 1.11.1.1 The teachers recognize the right and responsibility of the Employer to formulate Policy.
 - 1.11.1.2 The Employer agrees to participate with members of the Association in a Teacher Liaison Committee. The following principles governing the committee are agreed.
 - a) The Committee shall consist of four (4) Association Local Executive members, four (4) Central Office administrators.
 - b) The main direction of the discussion shall be to examine aspects of the quality of work life in the Grande Yellowhead Public School Division including communication among the parties.
 - c) Each group (Association, Central Office) will look after personal expenses. The Employer agrees to budget One Thousand Dollars (\$1000.00) to look after non-personal expenses.
 - d) Policy statements and guidelines introduced or proposed for review which relate to teachers' working conditions will be forwarded to members of the

committee for an opportunity to discuss at a committee meeting prior to the Employer voting on the policy.

- e) Discussions may include such things as: changes to policy; representation to the government; and communicating with the public. External agencies may be invited for information and discussion.

1.11.1.3 There will be a minimum of one (1) meeting of this committee during the school year.

2. TERM

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

2.2 List Bargaining

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

2.3 Central Matters Bargaining

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

2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4 Local Bargaining

2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by 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

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- a) a new collective agreement is concluded, or*
 - b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6 Meet and Exchange

- 2.6.1 *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after 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 Employer shall exchange details of all amendments sought.*

2.7 Opening with Mutual Agreement

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

2.7.2 *The Association and the 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 until June 30, 2020)*

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 June 30, 2020, the following clause repeals and replaces clause 2.8 above)*

2.8.1 *As the Association is the bargaining agent for the teachers employed by the 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 The Employer shall pay every teacher one-twelfth (1/12) part of their annual salary, at the rate in effect during the month, on or before the last day of each calendar month.
- 3.1.2 The Employer agrees to make available to a newly hired teacher during their first month of employment a salary advance of up to two thousand dollars (\$2,000.00) provided the teacher agrees to repay the advance within four (4) months of their date of hire, upon termination, or at the end of June, whichever occurs first.

3.2 Grid

- 3.2.1 *The amount of university education and length of teaching experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Employer. The minimum salary, maximum salary, and increments for each year of teaching experience are outlined in Clause 3.2.2.*
- 3.2.2 *All sums mentioned in this Collective Agreement are "per annum" unless specifically stated otherwise.*

Effective September 1, 2018

Experience	Years of Training		
	4	5	6
<i>0</i>	<i>59,607</i>	<i>62,878</i>	<i>66,170</i>

Experience	Years of Training		
	4	5	6
1	63,040	66,334	69,668
2	66,473	69,773	73,165
3	69,905	73,220	76,661
4	73,337	76,668	80,163
5	76,764	80,111	83,661
6	80,196	83,561	87,159
7	83,619	87,009	90,654
8	87,057	90,456	94,151
9	90,489	93,910	97,646
10	93,919	97,354	101,150

3.2.3 It is agreed that Employment Insurance Commission rebates under the Wage Loss Replacement Plan are included in the salaries paid under this agreement.

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 by the Memorandum of Agreement among the Department of Education, the 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 September 1 and February 1. Proof of teacher education or evidence of having applied for same must be submitted to the Employer within 45 calendar days of the above mentioned adjustment dates or commencement of employment. Failure to submit proof or evidence of application shall result in salary adjustment commencing the month following receipt by the Employer. New teachers on staff will be paid at the level of the Alberta teaching certificate held until proof is supplied.*

3.3.3 *For the purpose of Clause 3.3.2 written proof of application for a statement of qualifications issued by the Alberta Teacher Qualifications Service shall be written confirmation of such*

application as supplied to the applicant by the Alberta Teacher Qualifications Service.

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications 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 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with an employer may be carried over for calculation of experience increments in the following school year with that same employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with 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 performing required duties with an Employer for at least one hundred and thirty (130) school days. Effective until August 31, 2017, when a year of teaching experience has been earned, the teacher shall not begin to earn additional teaching experience until the beginning of another school year.*
- 3.4.5.1 *On September 1 or on February 1 of each school year, a teacher who is eligible for an increment shall be placed on the next higher step on the grid.*
- 3.4.6 *It shall be the responsibility of the teacher to obtain and supply the Employer with proof of experience no later than thirty (30) calendar days from the date of commencement of employment. Proof of years of experience may be by way of statutory declaration by the teacher before a Commissioner of Oaths. Until proof of teacher experience for salary entitlement is received, the teacher shall be paid at four (4) years training and zero (0) years' experience. If proof of experience is provided within thirty (30) calendar days, full pay is retroactive to the commencement of employment. But if the teacher fails to submit proof of teaching experience within the thirty (30) calendar days, salary adjustment shall be effective at the beginning of the month during which proof is submitted.*

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 Vocational Teachers

- 3.5.1 *A vocational teacher shall be designated as one who qualifies in one of the following categories:*
- 3.5.1.1 *Any teacher accepted by the University of Alberta Faculty of Education Secondary Education Career and Technology Studies, or equivalent program as deemed by the employer.*
 - 3.5.1.2 *Any teacher who has an Alberta Journeyman's Certificate or its equivalent and a valid Alberta teaching certificate.*

- 3.5.2 *Vocational experience to be recognized in the above clause shall be that experience gained following the date a candidate attains journeyman status or equivalent and, further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*
- 3.5.3 *Once placed on a salary schedule, vocational teachers shall be treated in the same manner as other teachers and may move down the grid as their experience increases and horizontally across as the years of teacher training increases.*
- 3.5.3.1 *The Employer is to notify the Association of any employees being recognized under this article.*
- 3.5.3.2 *The Employer shall pay above the salary determined by Clause 3.2.2, a vocational allowance of one (1) increment, in the applicable category, for each year of such experience up to five (5) years and one-half (1/2) that increment, in the applicable category, for each additional year of such experience. Experience must be applicable to the subjects taught with proof of experience supplied as in Clause 3.4.6.*
- 3.5.3.3 *The vocational allowance, together with the minimum, shall not exceed the maximum salary in the applicable category.*
- 3.5.3.4 *Teaching experience following appointment shall be recognized by regular increments until the maximum salary in the applicable category is reached.*
- 3.5.3.5 *Advancement from one salary category to another shall be made as for any teacher with the vocational allowance as in the former category.*
- 3.5.4 *Save as aforesaid, no teacher shall receive increments for experience gained while they are not holding a valid teacher's certificate.*

3.6 Other Allowances

3.6.1 Honorarium Paid by Outside Agencies

- 3.6.1.1 Individuals can be offered honorarium and other benefits from outside agencies for a variety of activities that are performed while under the employ of the Employer. These duties can include, but are not limited to, presenting at a Teachers' Convention and working with

Student Teacher Placements. The Employer will allow the payment of the Honorarium to individual teachers. It is the responsibility of the individual to report these earnings as required.

3.6.2 Teachers Assigned to Multiple Locations Allowance

3.6.2.1 The Employer shall pay a traveling allowance as per Employer Policy to teachers who are required by the Employer to teach in two or more schools.

3.6.2.2 Teachers who apply for two or more positions are not eligible for traveling allowance.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 *Principal Allowance*

4.1.1.1 *Administrators' allowances shall be added to the salary payable under Clause 3.2.2.*

4.1.1.2 *Administrators' allowances shall be calculated as follows:*

4.1.1.2.1 *A basic allowance of seven and four tenths percent (7.4%) of the fourth year maximum of the salary grid, plus*

4.1.1.2.2 *An allowance of seven one hundredths of a percent (.07%) of the fourth year maximum of the salary grid for each of the first fifty (50) students in the school, plus*

4.1.1.2.3 *An allowance of forty-five one thousandths of a percent (.045%) of the fourth year maximum of the salary grid for each of the next one hundred (100) students in the school, plus*

4.1.1.2.4 *An allowance of forty-two one thousandths of a percent (.042%) of the fourth year maximum of the salary grid for each additional student in the school.*

4.1.1.2.5 *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.*

4.1.1.3 *The pupil and teacher count for purposes of administration and administrative allowances shall be made on September 30 of each year and to be effective on commencement of the current school year.*

4.1.1.4 *Early Childhood Services (ECS) students are counted as full-time students. In the event that Early Childhood Services programs commence after September 30, ECS enrollments will be based on the projected opening enrollment in those programs. If the actual ECS enrollment varies from the projected enrollment by more than ten percent (10%), the administrator's allowance shall be adjusted accordingly for the entire term of this agreement.*

4.1.1.5 *Where a principal designate of a school is appointed, the principal designate shall be paid an administration allowance based on the projected opening student population of the school.*

4.1.2 **Small School Administrator Attraction and Retention Allowance**

4.1.2.1 *The small school administrator allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In no case will the amount of the allowance be less than \$0. The principal of a school shall receive an amount equal to \$7,470.52 less \$21.37 per student.*

4.1.3 **Assistant Principal Allowance**

4.1.3.1 *Assistant Principals' Allowances shall be fifty percent (50%) of the Principal's Allowance.*

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

4.1.4 **Supervisor, Coordinator or Chartered Psychologist Allowance**

4.1.4.1 *Payment for allowances to a teacher designated by the Employer to be a Supervisor, Coordinator or Chartered Psychologist are as follow: \$11,220.*

4.2 Acting/Surrogate Administrators – Compensation

- 4.2.1 If a Principal is absent from school for a period of one or more school days, the following shall apply:
- 4.2.1.1 An Assistant Principal, where one is available will be designated to act in place of the principal and will receive 1/200 of the principal's allowance on the first (1st) and consecutive school days for such acting designation. The Assistant Principal allowance will be in abeyance during this period of time.
 - 4.2.1.2 Where no Assistant Principal is available, a teacher will be designated to act in place of the principal and will receive 1/200 of the principal's allowance on the first (1st) and consecutive school days for such acting designation.
 - 4.2.1.3 Any of the above mentioned acting designations shall terminate upon the principal's return, or at the date defined in the offer of designation.

4.3 Teachers with Principal Designations (Effective until June 30, 2020)

- 4.3.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.2 *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 years. When the total length of the principal's designation will be five 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.*
- 4.3.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the 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.

4.3 Teachers with Principal Designations *(Effective June 30, 2020, the following repeals and replaces clause 4.3. above)*

4.3.1 *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.*

4.3.2 *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.*

4.4 Other Administrator Conditions

4.4.1 Allocation and Appointment of Administrators

4.4.1.1 *An assistant principal shall be appointed in schools where the number of teachers is equal to or greater than eight (8).*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *The substitute teacher daily rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

5.1.2 *Effective until April 30, 2019, certificated substitute teachers shall be paid a daily rate of \$206.61.*

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

5.1.4 *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.*

5.1.5 Substitute teachers providing service:

5.1.5.1 For a day will receive the daily rate;

5.1.5.2 Only in the morning or only in the afternoon shall be paid at the daily rate multiplied by the percentage of instructional time offered to students during that part of the day. The minimum substitute teacher rate shall be 50% of the daily rate. Where a substitute teacher works two assignments in any one day the total remuneration shall not exceed the daily rate for substitute teachers.

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: The first five (5) days of substitution service in the same teaching position will be compensated at the substitution rate and that commencing the sixth (6th) day in the same position, the rate shall increase to one two-hundredth (1/200) of their grid position per day of substitute teaching. There shall be no retroactivity of substitute compensation to the beginning of the continuous teaching period. It is agreed that the rates shall be deemed to include holiday pay.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 Cancellation of Assignment

5.3.1.1 When a substitute teacher has accepted employment, such employment shall not be cancelled without at least 24 hours' notice.

5.3.1.2 If the appropriate notice is not provided, the substitute teacher shall be reassigned to other duties within the school.

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 Salaries

6.2.1 *Teachers employed on a basis other than full-time for the full school year, shall be paid an annual salary as determined above multiplied by the ratio that their employment bears to full time employment.*

6.3 Other Part-time Teacher Conditions

6.3.1 Job Sharing

6.3.1.1 Where two teachers wish to share one full time teaching position, they may apply to the Employer for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.

6.3.1.2 A shared job assignment may be granted by the Employer in accordance with the following terms.

6.3.1.2.1 The proportion of a full time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Employer.

6.3.1.2.2 On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

6.3.1.3 In the event that one of the teachers involved in the shared teaching position ceases to perform their teaching duties for any reason whatsoever, the Employer may, upon fourteen (14) days' notice in writing, require the other teacher involved to assume the full time duties of the formerly shared position.

6.3.2 Attendance at the Association Convention

6.3.2.1 Attendance of part-time teachers, who are not job sharing pursuant to Article 6.3.1 of this agreement, at the Association North Central Teachers' Convention shall be recognized as full days of employment and the teacher shall be compensated accordingly.

6.3.3 Movement Between Part-time and Full-time Assignment

6.3.3.1 Full-time teachers who hold a continuing contract with the Employer may apply to the Employer for a part-time assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the part-time assignment is to take effect.

6.3.3.2 The Employer may provide a part-time assignment to a full-time teacher under the following terms:

6.3.3.2.1 The part-time assignment shall continue from year to year at the same level full-time equivalency unless:

- a) the teacher provides notice of their intention to resume full-time duties;
- b) the Employer provides notice to the teacher that they shall resume full-time duties; or
- c) the Employer and the teacher mutually agree to a change in the level of full time equivalency.

For both (a) and (b) above, notice shall be provided no later than April 30 of the school year immediately preceding the year in which the resumption of full-time duties is to take place.

6.3.3.3 Notwithstanding 6.3.3.2.1 above, the Employer and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

- 7.1.1 *As a condition of employment, teachers working the minimum requirement of the benefit carrier, shall be enrolled in a group life and accidental death and dismemberment insurance program. The Employer agrees to pay one hundred (100) percent of the premiums for this program.*
- 7.1.2 *As a condition of employment, teachers working the minimum requirement of the benefit carrier, shall be enrolled in an extended disability insurance program. The Employer shall be responsible for the premiums of this program up to a limit of one and nine tenths percent (1.9%) of the insured salary. In the event that premium rates rise above 1.9% of the insured salary, the teacher shall be responsible for that portion of the premium in excess of 1.9% of the insured salary.*
- 7.1.3 *The Employer shall make available to teachers working the minimum requirement of the benefit carrier, an extended health care insurance program. The Employer agrees to pay that portion of the premium for this program which corresponds to the full time equivalency of the teacher.*
- 7.1.4 *The Employer shall make available to teachers working the minimum requirement of the benefit carrier, a program of dental insurance. The Employer agrees to pay that portion of the premium for this program which corresponds to the full time equivalency of the teacher.*
- 7.1.5 *The Employer shall make available to teachers working the minimum requirement of the benefit carrier, a vision insurance program. The program will be, or equivalent to, Plan 3 – Vision (Alberta School Employee Benefit Plan). The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.*
- 7.1.6 *The Parties agree that a Group Benefits Committee consisting of one (1) representative of the Employer, one (1) representative of the Association, and one (1) representative of the Canadian Union of Public Employees be formed and empowered to make decisions regarding the carrier to be used for the various insurance and benefit plans made available pursuant to this agreement. A quorum of this committee shall consist of all members and all motions shall require one-hundred (100) percent unanimity to carry.*

Effective September 1, 2019, the following clause 7.1 repeals and replaces the above:

- 7.1.1 As a condition of employment, teachers working the minimum requirement of the benefit carrier, shall be enrolled in Alberta School Employee Benefits Plan (ASEBP) Life Insurance Plan 2 and Accidental Death and Dismemberment Plan 2. The Employer agrees to pay one hundred (100) percent of the premiums for these programs.*
- 7.1.2 As a condition of employment, teachers working the minimum requirement of the benefit carrier, shall be enrolled in ASEBP Extended Disability Benefits Plan D. The Employer shall be responsible for 100% of the premiums of this program.*
- 7.1.3 The Employer shall make available to teachers working the minimum requirement of the benefit carrier, an ASEBP Extended Health Care Plan 1. The Employer agrees to pay that portion of the premium for this program which corresponds to the full time equivalency of the teacher.*
- 7.1.4 The Employer shall make available to teachers working the minimum requirement of the benefit carrier, ASEBP Dental Care Plan 3. The Employer agrees to pay that portion of the premium for this program which corresponds to the full time equivalency of the teacher.*
- 7.1.5 The Employer shall make available to teachers working the minimum requirement of the benefit carrier, a vision insurance program. The program will be, or equivalent to, ASEBP Vision Plan 3. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.*
- 7.1.6 The Parties agree that a Group Benefits Committee consisting of one (1) representative of the Employer, one (1) representative of the Association, and one (1) representative of the Canadian Union of Public Employees be formed and empowered to make decisions regarding the carrier to be used for the various insurance and benefit plans made available pursuant to this agreement. A quorum of this committee shall consist of all members and all motions shall require one-hundred (100) percent unanimity to carry.*

7.2 Health Spending Account

- 7.2.1 The Employer will establish for each eligible teacher a health care spending account that adheres to Canada Revenue Agency (CRA) requirements. "Eligible teacher" under this provision means a*

teacher on a continuing, probationary, interim or temporary contract.

- 7.2.2 *Contributions: The Employer will contribute during each plan year (September 1 to August 31) to each health care spending account for the benefit of that teacher, the teacher's spouse and the teacher's dependent(s) an annual amount of six hundred dollars (\$600.00) for each full-time eligible teacher, in equal monthly installments, exclusive of administration fees as charged by the carrier.*

Effective September 1, 2019, the Health Spending Account annual amount will increase to \$725.

- 7.2.3 *The Employer agrees to pay that portion of the annual contribution for this program which corresponds to the full-time equivalency of the teacher.*
- 7.2.4 *No contributions will be made during a month that a teacher is on an unpaid leave of absence in excess of 30 days and for the duration of the leave. Contributions will continue for teachers on maternity leave and extended disability leave, however, monthly contributions shall continue to be made at the contribution level in effect at the time their leave commenced.*
- 7.2.5 *Any unused balance from the plan year will be carried forward to the next plan year. The carried forward amount must be used by the end of the next plan year, or it will be lost.*
- 7.2.6 *Teachers leaving the employ of the Employer for any reason will automatically forfeit any unused balance in the teacher's health care spending account once the run off period is completed.*
- 7.2.7 *Upon approval from ASEBP as to date of commencement (after June 30, 2020), the Employer shall provide a Health Spending Account / Wellness Spending Account (HSA/WSA) to all eligible teachers. The School Division will contribute Seven Hundred and Twenty-five Dollars (\$725.00) in twelve equal monthly installments for each full-time eligible teacher and dependents. Part-time employees, as per Article 7.2.3. shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the *Income Tax Act of Canada*.*
- 7.2.8 *Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

7.3 Other Group Benefits

- 7.3.1 The Employer shall make an Employee Assistance Plan available to teachers and their dependents who may be suffering from problems such as stress, psychological or physical illness, marital/family difficulties, drug/alcohol abuse, bereavement, etc. which may affect the performance of the teacher. Leave from duties to access Employee Assistance Plan services shall be defined as sick leave. The first six (6) sessions are at no cost to the teacher or dependents. A fee of \$20.00 per session will be assessed to the teacher or dependent for any further sessions required. Teachers subject to this agreement shall appoint two representatives to the Employee Assistance Plan Steering Committee.
- 7.3.2 The Employer shall make available a Group Registered Retirement Savings Plan through a payroll deduction system.
- 7.3.3 Teachers who are hired after age 65 will be reimbursed for benefits up to limits as per ASEBP Early Retiree Benefits and also Health Spending Account.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

- 8.1.1 *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*
- 8.1.2 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

8.2 *Assignable Time Definition*

- 8.2.1 *Assigned Time is defined as the amount of time that 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 Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by 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 Staff Deployment

Staff deployment within a school shall be the responsibility of the Superintendent of Schools or designate and the principal in prior consultation with each individual staff member concerned. In the event of lack of agreement, the matter shall be referred to the Superintendent of Schools.

8.3.2 Duty Free Lunch

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.

8.3.2.1 *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.*

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

8.3.2.3 *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.*

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the 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 Growth Fund

9.2.1 The Employer shall annually contribute:

9.2.1.1 35% (thirty-five percent) of 3.5 times the fourth year maximum of the salary grid as of September 1 of each year of this agreement; plus

9.2.1.2 65% (sixty-five percent) of 3.5 times the fourth year maximum of the salary grid as of September 1 of each year of this agreement times Total FTE as of September 30th of each year of this agreement times 0.331% (three

hundred and thirty-one thousandth percent), to a professional growth fund.

- 9.2.2 Funds not expended in a given year shall be added to the total the following year to a maximum of 40% of the total funds available for that year. Funds not expended, in excess of 40% will be returned to the employer. Any deficit in one year shall be taken from the total of the following year.
- 9.2.3 The fund shall be administered by a committee consisting of:
 - 9.2.3.1 the Association Evergreen Local No. 11 Professional Development Chairperson, or designate;
 - 9.2.3.2 one (1) teacher representative from each of the five (5) zones, selected according to the constitution of the Association Evergreen Local No. 11;
 - 9.2.3.3 three (3) Grande Yellowhead Public School Division Administration members; and,
 - 9.2.3.4 Each person in sections 9.2.3.1 and 9.2.3.2 shall have one (1) vote. Each person in section 9.2.3.3 shall have two votes.
- 9.2.4 Appeals
 - 9.2.4.1 Where the committee is unable to come to a final decision regarding the final distribution of funds, a decision can be appealed to the Board of Trustees.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Upon the recommendation of a qualified medical practitioner, sick leave for planned treatment outside the Province of Alberta shall be approved by the Employer. The Employer may require that the recommendation come from an employer-approved medical practitioner.*
- 10.2 *For the purpose of this section, a teacher who is granted leave of absence by the Employer shall be advised at the time the leave is granted whether or not they are considered to be continuously employed during such leave of absence.*
- 10.3 *Teachers participating in the Alberta School Employee Benefit Plans shall be allowed sick leave as follows.*
 - 10.3.1 *Annual sick leave, with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or*

because of accident, sickness or disability, in accordance with the following schedule:

- 10.3.1.1 In the first year of service with the Employer, a teacher shall be granted twenty (20) days of sick leave availability on commencement of employment, with no additional earning of sick leave entitlement during the first year of employment.*
 - 10.3.1.2 After one year of service with the Employer, a teacher shall have an entitlement of ninety (90) calendar days sick leave available continuously.*
 - 10.3.1.3 In the event of recurring absences related to an illness, disability or injury, only ninety (90) days sick leave shall be available for that particular illness, disability or injury. The Employer will accept the insurer's definition of a recurring illness, disability or injury.*
- 10.4 Sick leave credits shall not accumulate during periods of sickness, disability, or injury during the first year of employment.*
 - 10.5 Application for extended disability benefits shall be made as soon as there is medical evidence that the absence is of a long-term nature.*
 - 10.6 The Employer may require that a teacher receiving benefits under the extended disability plan shall participate in a treatment program through the Employee Assistance Plan.*
 - 10.7 A certificate, acceptable to the Employer, from an attending qualified medical or dental practitioner detailing the general nature of the affliction and providing an estimate of the date of return to work may be required by the Employer to support claims for sick leave of three (3) or more days.*
 - 10.8 For purposes of Clause 10.7, the duration of a sick leave shall be deemed to be from the last day worked to the day of return to work.*
 - 10.9 Rather than adhere to Clauses 10.7 and 10.8 on a universal basis, the Employer agrees to rely on its administrators to identify those staff members who may be using sick leave privileges in an unprofessional manner.*
 - 10.10 When a teacher leaves the employ of their Employer, all accumulated sick leave credits shall be canceled.*

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)*

Maternity Leave

- 11.1.1 *Teachers shall be entitled to maternity leave of eighteen (18) weeks. Where possible, the teacher shall provide written notice to the Superintendent six (6) weeks prior to the commencement of the leave. If the teacher intends to access parental leave with a maternity leave, such notice shall include an indication of the length of the combined leave. This indication is not binding and the teacher shall be eligible to return to work at an earlier date as provided in article 11.1.6 and in accordance with the Employment Standards Code.*
- 11.1.2 *Prior to commencement of a maternity leave as specified in clause 11.1.1 of this agreement, a teacher employed during the second or subsequent years of employment shall choose either option 11.1.2.1 or option 11.1.2.2 below. This choice shall become irrevocable on the first day of absence. The Employer will continue to contribute to Group Insurance plans and the HSA during the period of option 11.1.2.1 or 11.1.2.2.*
- 11.1.2.1 *The teacher may access the Supplementary Unemployment Benefits (SUB) plan which shall provide the maximum salary allowable under the SUB plan during 18 weeks of maternity leave.*
- 11.1.2.2 *The teacher may access sick leave entitlement with pay as specified in clause 10.3.1 of the collective agreement for a period of sickness or disability arising from the pregnancy.*
- 11.1.3 *During the first year of service with the Employer, the teacher shall access available sick leave credits during the health-related portion of maternity leave.*

Parental or Adoption Leave

- 11.1.4 *Teachers shall be entitled to thirty-seven (37) weeks of parental or adoption leave. Where possible, the teacher shall provide written notice to the Superintendent six (6) weeks prior to the commencement of the leave. A teacher who has previously indicated an intention to access parental leave in clause 11.1.1 shall not be required to provide a second notice.*

- 11.1.5 *Teachers on parental or adoption leave shall be eligible to continue to participate in the Group Insurance Plans, subject to the master policies of the insurance carrier, but will be responsible for the entire amount of premiums, except teachers who are receiving a benefit as provided in article 11.1.2.*
- 11.1.6 *A teacher returning from maternity, parental or adoption leave shall provide written notice to the Superintendent 30 days in advance of the actual date of return. The teacher shall be returned to the position held at the commencement of the leave or a similar position.*
- 11.1.7 *Teachers may request additional leave to extend a parental leave. The terms of the leave shall be determined by the mutual agreement of the teacher and the Superintendent prior to the commencement of the extended leave.*

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity and/or parental leaves 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 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 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 months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the 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.*

11.3 Salary Payment and Benefit Premium

- 11.3.1 *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 18 weeks of leave.*

11.3.4 *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

11.3.5 *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 HSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*

11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the 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 Subject to the school principal being able to arrange for coverage of a teacher's assignment, each teacher is eligible for

12.1.1 *Four days leave of absence during each school year. The first and second days shall be with full pay, the third day shall be at 50% of the cost of substitute, the fourth day shall be at the cost of a substitute.*

12.2 Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of five (5) days with full pay, and five (5) days with partial loss of pay. The pay status of personal days carried forward will be the same as if the leave had been taken in the year earned.

12.3 Teachers who have greater than five (5) unused personal days in either category, at the time of the signing of this Collective Agreement, will maintain such days until they are used by the teacher and until reduced to five (5) in each category.

13. ASSOCIATION LEAVE AND SECONDMENT

13.1 *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 *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 *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.*

13.4 *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 their behalf while on secondment under this clause.

14. OTHER LEAVES

14.1 Bereavement and Critical Care Leave

14.1.1 *Definitions*

14.1.1.1 *Bereavement Leave shall be specifically defined as permission for teachers to be absent from duty in the event of a death of a member of the teacher's immediate family as defined in 14.1.2 or because of a request to serve as a pallbearer.*

14.1.1.2 *Critical Care Leave shall be specifically defined as permission for teachers to be absent from duty in the event of critical illness, critical accident, illness or accident requiring emergency medical treatment of an immediate member of their family as defined in 14.1.2.*

14.1.2 *For the purpose of this section a teacher's immediate family shall be interpreted as consisting of the following memberships:*

Group "A" Relationships

<i>Husband</i>	<i>Son</i>	<i>Son-in-law</i>
<i>Wife</i>	<i>Daughter</i>	<i>Daughter-in-law</i>
<i>Mother</i>	<i>Mother-in-law</i>	<i>Brother</i>
<i>Father</i>	<i>Father-in-law</i>	<i>Sister</i>

Group "B" Relationships

<i>Brother-in-law</i>	<i>Grandson</i>	<i>Niece</i>
<i>Sister-in-law</i>	<i>Granddaughter</i>	<i>Nephew</i>
<i>Grandfather</i>	<i>Grandfather-in-law</i>	<i>Aunt</i>
<i>Grandmother</i>	<i>Grandmother-in-law</i>	<i>Uncle</i>

14.1.3 *The teacher shall apply through their supervisor to the Superintendent for Bereavement and Critical Care leave of*

absence. The application must identify the relationship of the family member, the nature of the affliction and the location to which the employee is required to travel.

- 14.1.4 *Bereavement and Critical Care Leave of absence with full pay and benefits will be granted, in either full or half day portions, according to the following schedule:*

<i>Group "A" relationships:</i>	<i>0.51 - 1.00 FTE = up to five (5) operational days</i>
	<i>0.01 - 0.50 FTE = up to three (3) operational days</i>
<i>Group "B" relationships:</i>	<i>0.51 - 1.00 FTE = up to two (2) operational days</i>
	<i>0.01 - 0.50 FTE = one (1) operational day</i>

- 14.1.5 *In addition, up to two (2) operational days leave of absence with full pay may be granted for the purpose of travel.*
- 14.1.6 *At the discretion of the Superintendent, an additional leave of up to five (5) operational days may be granted with partial loss of pay.*

14.2 *Compassionate Care Leave*

- 14.2.1 *Compassionate Care Leave shall be granted for teachers to be absent from duty, temporarily, to provide care or support to a family member who is gravely ill or who has a significant risk of death within twenty-six (26) weeks (six (6) months). A teacher shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to six weeks. Additional compassionate care leave may be considered on extenuating circumstances.*
- 14.2.2 *Qualified relative means a person in a relationship to the teacher for whom the teacher would be eligible for the compassionate care benefit under Employment Insurance legislation.*
- 14.2.3 *The teacher shall apply through their supervisor to the Superintendent for Compassionate Care Leave. Teachers may be required to submit proof, satisfactory to the Employer, demonstrating the need for compassionate leave.*

14.3 Family Medical Leave

14.3.1 *On application to the Superintendent of Schools, a teacher shall be granted up to three (3) days leave of absence with pay per year for family medical attention. For the purposes of this clause, family members shall be defined as parent, spouse, sons and daughters.*

14.4 Parental Leave

14.4.1 Two days of parental leave for the partner on the birth or adoption of their child.

14.5 Jury/Witness Leave of Absence

Leave of absence without loss of salary shall be granted:

14.5.1 for jury duty or any summons related thereto;

14.5.2 to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses

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).

Notwithstanding the above, such leaves shall not apply in cases where the teacher is appearing as the defendant.

14.6 Convocation and Graduation Leave

14.6.1 A teacher is entitled to leave of absence with pay and applicable benefits for one day of each of the teacher's own convocation in which the teacher is participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.

14.6.2 The Employer shall grant up to one teaching day with pay and applicable benefits to attend the post-secondary convocation exercises for spouse or children that are participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.

14.6.3 The Employer shall grant one (1) operational day with pay and applicable benefits, to attend High School graduation of their child provided the graduation falls during the school year.

14.7 Deferred Salary Leave Plan

- 14.7.1 A maximum of eight (8) teachers shall be granted a deferred salary plan leave of absence for a given year.
- 14.7.2 The Deferred Salary Leave Memorandum of Agreement shall be concluded by June 30 in the year of application to participate in the deferred salary leave plan.
- 14.7.3 Upon the conclusion of the leave of absence under the deferred salary plan, the teacher shall resume employment with the Employer.
- 14.7.4 "Eligible Teacher" shall be defined as any teacher on continuous contract and covered by the Collective Agreement while on leave.
- 14.7.5 Participants in the deferred salary plan shall pay the cost of group benefits covered by the Collective Agreement while on leave.

15. CENTRAL GRIEVANCE PROCEDURE

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
 - a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the 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.

Effective May 1, 2019, the following clauses apply for central grievances commencing on or after May 1, 2019 and shall repeal and replace clauses 15.1 to 15.16 above.

15.1 Effective May 1, 2019, this procedure applies to differences:

- a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the 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 employer.*
- 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 (Effective until June 30, 2020)

16.1 Any difference between any teacher covered by this 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 agreement, shall be dealt with as follows.

STEP 1

16.2 Any teacher who considers that they have a grievance arising out of this agreement shall, within twenty (20) school days from the date of the action

giving rise to the grievance, lodge in writing a statement of the nature of this grievance, the articles of this Agreement which it is alleged have been violated and remedy sought to the Teacher Welfare Committee Chair of Local 11 and a copy of the statement to the Assistant Superintendent – Business Services. The Assistant Superintendent – Business Services shall communicate, in writing, the decision of the Employer within fifteen (15) school days after the date of the submission of the grievance, to the teacher and the Teacher Welfare Committee Chair of Local 11.

STEP 2

- 16.3 If the grievance has not been settled the Teacher Welfare Committee Chair of Local 11 or designate shall within fifteen (15) school days thereafter give written notice to the Superintendent of Schools. The Superintendent of Schools shall upon receipt of grievance, within fifteen (15) school days communicate, in writing, the decision of the Employer to the teacher and the Teacher Welfare Committee Chair of Local 11.

STEP 3

16.4 Appeals Committee

In the event the decision in Step 2 fails to resolve the grievance the Employer shall establish an Appeals Committee, and a hearing shall be held, consisting of three (3) members of the Board of Trustees.

- 16.5 The Teacher may have representation from the Association at the hearing.
- 16.6 When the Board of Trustees – Appeals Committee receives notice of the submission of a Grievance, it shall be required to give its decision within fifteen (15) school days following the receipt of such notice.

STEP 4

- 16.7 In the event the decision in Step 3 fails to resolve the grievance, then either party may by written notice require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) school days after the date of receipt of the Board's decision.

Arbitration Board

- 16.8 Each party shall appoint one (1) member as its representative on the Arbitration Board within five (5) school days of such notice and two (2) members so appointed shall endeavor to select an independent chair.

- 16.9 If the two members fail to select a chair within five (5) school days after the date on which the last of the two (2) members is appointed, they shall request the Director of Mediation Services to select a chair.
- 16.10 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.11 The Arbitration Board shall not change, modify or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
- 16.12 The findings and decision of the Arbitration Board shall be binding on the parties.

General

- 16.13 Each party to the grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chair.
- 16.14 Where any reference in Clauses 16.1 to 16.8 inclusive are to be a period of days, such period shall be exclusive of Saturdays, Sundays, and other holidays.
- 16.15 If at any stage of the grievance procedure the grieving party fails to comply with stipulated procedure, the grievance shall be deemed to be at an end.

Effective June 30, 2020, the following repeals and replaces the above noted Article 16:

16. LOCAL GRIEVANCE PROCEDURE

- 16.1 The parties agree to the following dispute resolution process in order to resolve differences arising between any teacher covered by this agreement and the Employer, or in a proper case between the Association and the Employer as to the interpretation, application, operation or contravention, or alleged contravention of any local condition of this Agreement or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance.
- 16.2 If at any time the parties agree that the alleged violation is of a central nature, the grievance procedure shall be transferred to the central grievance procedure and the central grievance procedure timelines shall be adhered to.

- 16.3 If the alleged violation is initiated as a central nature and then defined as a local grievance, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure timelines shall be adhered to.
- 16.4 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.
- 16.5 It is understood that should a satisfactory disposition of the grievance not be reached at any step of the grievance procedure within the allotted times, the Employer, the teacher, or the Association may proceed to the next step.
- 16.6 A Teacher shall have the right to be accompanied by and/or represented by an Association Representative at any meeting described in this article.
- 16.7 If the grievor fails to meet deadlines the grievance shall be deemed to be abandoned.
- 16.8 Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing to extend the time limits.
- 16.9 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.
- 16.10 The local grievance shall be dealt with as follows:

Step 1 – Discussion (Informal)

The Teacher, with or without representation, or in the proper case the Association, shall attempt to resolve any dispute through written or verbal discussion with the Assistant Superintendent of Human Resources, or designate, within thirty (30) operational days from the date on which the teacher became aware of its occurrence.

Step 2 – Written Presentation (Formal)

If the dispute is not resolved in Step 1, all such grievances shall then be submitted to the Superintendent, or designate, and the Coordinator of Teacher Welfare within ten (10) operational days from the date the decision on the dispute was rendered by the Assistant Superintendent of Human Resources, or designate.

All grievances must be presented in writing, and

- shall set out the nature of the dispute,
- the article(s) of the Agreement that has been allegedly violated, and
- the remedy sought.

Step 3 – Meeting

The Teacher and/or their representative and the Superintendent, or designate, agree to meet and endeavour to resolve the difference. The parties agree to share relevant information to the dispute. This meeting shall be scheduled within ten (10) operational days from the date the written grievance was received by the Superintendent, or designate.

Step 4 – Written Reply

The Superintendent, or designate, shall provide a written reply to the Teacher within ten (10) operational days of the date of the meeting held in Step 3. If the parties are unable to resolve the dispute, either party may notify the other in writing of its desire to submit the difference to mediation or arbitration.

Step 5 – Non-Binding Mediation

If the parties agree to Mediation, a mediator shall meet with the parties to assist the parties in reaching a resolution of the dispute.

The grievance may be resolved by mutual agreement between the parties. The parties may request that the Mediator issue a report including non-binding recommendations.

The expenses of the Mediator shall be borne equally by both parties.

Step 6 – Arbitration

If the grievance is not settled at Step 4 or Step 5, the Employer or The Alberta Teachers' Association, may, within the 30 operational days following receipt of the written decision of the Superintendent, or designate at the conclusion of Step 4 or Step 5, refer the matter to Arbitration as per the Alberta Labour Relations Code, as amended from time to time.

If the grievance is not taken to arbitration as herein provided within the 30 operational day period, the grievance shall be deemed to be at an end.

The Association and the Employer may, by mutual agreement, agree to proceed with a single arbitrator or a three person Arbitration Board.

The single arbitrator shall be appointed and the proceedings carried on as described in section 136 and 137 of the Labour Relations Code, as amended from time to time. If the parties are unable to agree on a person to act as the single arbitrator, either party may request the Director of Mediation Services, in writing to appoint a single arbitrator. The parties agree to share equally the expenses of the arbitrator.

The three person arbitration board shall be selected as described in section 138 of

the Labour Relations Code, as amended from time to time. Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed will endeavour to select a chairperson. If the parties are unable to agree on a person to act as the chairperson, either party may request the Director of Mediation Services, in writing to appoint a chairperson. The parties agree to bear the expenses of its respective appointee and to share equally the expenses of the chairperson.

The single arbitrator or three person arbitration board may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.

The single arbitrator or three person arbitration board shall not alter, amend or change the terms or conditions of the collective agreement. The arbitrator or three person arbitration board may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.

Step 7 – Award

The single arbitrator or three person arbitration board shall issue an award in writing, and the award is final and binding on the parties and on every teacher affected by it.

A decision of the majority of the members of an arbitration board is the decision of the arbitration board but, if there is no majority, the decision of the chair governs, and the chair's decision is deemed to be the award of the three person arbitration board.

17. EMPLOYMENT

17.1 Transfer

17.1.1 The Employer shall pay all reasonable moving expenses incurred by a teacher who is transferred from one school zone to another at the request of the Employer. Reasonable shall be defined as the average of two (2) appraisals submitted by professional household movers.

17.2 Liability Policy

17.2.1 All teachers are covered under a liability policy giving them protection against liability imposed by law for negligence resulting in bodily injury or property damage to students and any other person or persons in limits of One Million Dollars (\$1,000,000.00) inclusive.

17.3 Expense Claims

17.3.1 Any teacher on approved Employer business shall be reimbursed at Employer rates for expenses incurred. Only activities authorized by the Superintendent of Schools or designate shall be reimbursed.

17.4 Job Postings

17.4.1 In the event of:

- a) the creation of a new position,
- b) a vacancy of a current position expected to exceed ninety (90) calendar days,

17.4.2 The Employer shall advise each school of the above at least five (5) working days prior to the position being filled.

17.4.3 This provision may be waived by the Employer during the non-operational periods of July and August.

IN WITNESS WHEREOF 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.

Dated this ____ day of _____, 20__.

On Behalf of the Employer

On Behalf of the Association

Coordinator of Teacher Welfare

NEW Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining – 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 an Employer 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” – 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 Employers 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.

Employers 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 employers or teachers to establish WSAs. The decision to split existing Health Spending Accounts (HSA) into combined HSA/WSAs is subject to local negotiations.

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

TEBA and the Association agree to a pilot project to be conducted during the 2019-20 school year in Employers 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 Employers, 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 Employers and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the Employers and related Association bargaining unit.*
- 4. Each participating Employers and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the school division, the steering committee may include other staff groups in the project.*
- 5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
- 6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
- 7. Each project plan should include:*
 - A commitment to support staff health and wellness.*
 - A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
 - A plan for dealing with emergencies and exceptions.*
 - A plan for communication to staff and stakeholders of the project plan.*
 - An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
- 8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
- 9. The pilot project will conclude on August 31, 2020.*

Letter of Understanding #9 - Principal and Vice Principal Lieu Days

Effective December 20, 2017, School-Based Principals will be granted two (2) days, in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate.

Effective December 20, 2017, School-Based Vice-Principals will be granted one (1) day, in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate.

The paid days must be taken by May 31st, of the school year, or days will be forfeited and no payment shall be made in lieu. For any extension to the end of the school year, permission of the Superintendent or designate must be granted.

Should this provision be agreed to the Central table in the next round of bargaining, this Letter of Understanding shall become null and void.

New Letter of Understanding #10 – Dismissal to Attend Teachers' Convention

Jasper and Grande Cache teachers will be dismissed at 12:00 p.m. and Hinton teachers at 1:00 p.m., to attend the Annual North Central Teachers' Convention, so long as the location of the convention necessitates travel.

New Letter of Understanding #11 – Service to Other Agencies

Teachers will have access to leave for service to other agencies through Administrative Procedure 408 with outlines a process for leaves of absence for teachers who provide services to emergency management organizations.