

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

PEMBINA HILLS SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ day of _____ 2020__ between Pembina Hills School Division (School Division) 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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

Effective February 26, 2020, the whereas statement above is repealed and replaced by the following whereas statement: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 the terms and conditions of employment *and the salaries* of the teachers have been the subject of negotiations between the parties and are set forth in this agreement; and

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

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

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 a School Division excepting those positions agreed to be excluded in local bargaining between a School Division and the Association.

1.1.2 All teachers employed by the School Division shall be members of the Association.

Effective February 26, 2020, clauses 1.1 and 1.1.2 above are repealed and replaced by the following clause:

1.1 This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and

the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.

1.2 Excluded Positions

1.2.2 Superintendent

1.2.3 Deputy Superintendents

1.2.4 Assistant Superintendents

1.2.5 Directors, to a maximum of three (3)

1.3 *Effective February 26, 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 School Division 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 School Division 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 School Division 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 February 26, 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 School Divisions and to bind the School Divisions 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, a School Division has, with respect to local bargaining, exclusive*

authority to bind the School Division in any agreement with respect to local terms.

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

1.6.1 The parties recognize that basic to the proper management and administration of a school system is the School Division's function and responsibility to formulate and adopt policy and regulations, not inconsistent with this agreement.

Effective February 26, 2020, the following management rights clause repeals and replaces 1.6 and 1.6.1 above.

1.6 The School Division 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 enure to the benefit of and be binding upon the parties and their successors.

1.10 Effective February 26, 2020, all provisions of this collective agreement shall be read to be gender neutral.

1. 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 a School Division 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 a School Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Division shall exchange details of all amendments sought.*

2.6.2.1 *At the first meeting between the parties following such notice, the parties shall exchange particulars of all amendments they seek. Negotiations shall be limited to the items in the two lists combined, except by mutual agreement.*

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 School Division 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 February 26, 2020)

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division 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 School Division 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 School Division financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8 Provision of Information (Effective February 26, 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 School Division. The School Division 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 School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2. *The School Division 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 School Division 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

Save and except substitute teachers, the School Division shall pay each teacher 1/12 of the teacher's annual salary on the 25th of each month from

September to August, except prior to Christmas break where payment shall be on the last operational day.

- 3.1.1 The School Division shall pay substitute teachers on or before the seventh (7) working day of the month following their service.
- 3.1.2 Clause 3.1 notwithstanding where a teacher other than one employed at Alberta Distance Learning Centre (ADLC) and Vista Virtual School has resigned, two-twelfths of the annual salary shall be paid on or before the last Friday of June. The remaining balance shall be paid pursuant to section 220 of the *Education Act*.
- 3.1.3 Salary payment shall be delivered to the teacher's bank in accordance with clause 3.1.
- 3.1.4 Upon request to the School Division no later than August 31, beginning teachers shall receive an advance of 30% of their estimated monthly income on the 10th of September. When September 10 falls on a weekend, deposit date will be the following Monday.

3.2 Grid

- 3.2.1 *The School Division shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.*
- 3.2.2 *The number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the School Division.*
- 3.2.3 a) *Per Annum Salary grid effective September 1, 2018*

<i>Years of Teaching Experience</i>	<i>Years of University Education</i>		
	<i>Four</i>	<i>Five</i>	<i>Six</i>
0	59,682	63,334	66,858
1	63,243	66,894	70,418
2	66,802	70,455	73,978
3	70,366	74,016	77,539
4	73,925	77,576	81,099
5	78,028	81,681	85,202
6	82,130	85,782	89,304
7	86,234	89,885	93,408
8	90,336	93,988	97,513
9	94,438	98,090	101,613

3.3 Education (effective until August 31, 2019)

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The 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 the first day of school in a school year and February 1.*
- 3.3.3 *Proof of teacher education or satisfactory evidence of having applied for same must be submitted to the School Division within forty-five (45) calendar days of the above mentioned adjustment dates or commencement of employment. Failure to submit proof or satisfactory evidence of application shall result in salary adjustment commencing the month following receipt by the School Division.*
 - 3.3.3.1 *Until proof of teacher education is submitted, a teacher shall be placed on the grid according to the most recent acceptable statement of qualifications or according to minimum requirements of their teaching certificate.*

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 School Division, until such time as the School Division 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 School Division 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 A year of teaching experience shall be earned by service with the School Division for at least 120 full-time equivalent days, days as defined in Section 205(1) Education Act as amended from time to time. No teacher shall lose credit for years of teaching experience being recognized at the time of signing this Agreement.

3.4.2 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.

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

3.4.4 Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.

3.4.5 *These provisions 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 a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

No teacher shall benefit nor suffer loss as a result of being assigned to a year round school or school with an alternate school year calendar.

3.4.6 *The number of years of teaching experience earned by a teacher prior to engagement by the School Division is counted as if it has been teaching experience in schools under the School Division.*

3.4.7 *The adjustment date for changes in the number of years allowed for years of teaching experience shall be at the commencement of the school year or February 1.*

3.4.8 *Each teacher shall supply proof of previous teaching experience within forty-five (45) calendar days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience.*

3.4.8.1 *Failure to comply with clause 3.4.7 shall cause the teacher's salary to be reduced to the minimum of their category of teacher education. Upon receipt of proof or satisfactory evidence of having applied for the same, payment shall be made commencing the month following receipt by the School Division. When previous experience is not validated, any overpayment shall be returned to the School Division retroactive to the beginning of the teacher's contract.*

3.4.8.2 *The School Division shall keep up to date records of each teacher's service with the School Division. A copy of this shall be provided to a teacher upon request.*

3.4.9 *Where the letter of authority was issued for a portion of a year to enable due processing of documents by the Registrar's office prior to the teacher's receipt of an Alberta Teaching Certificate, the teacher shall be placed in the teacher's experience category as per 3.4.*

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

Teachers shall:

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

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

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 School Division.*

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 School Division in accordance with this article.*

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division 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 School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous School Division 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 school division.*
- 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 School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Special Considerations: Career Technology Studies

- 3.5.1 *A teacher in a Career Technology Studies position, as identified in clause 3.5.2.1, who holds one or more Alberta journeyman's certificate or the equivalent, related to their teaching, shall be granted one year in teacher education for salary purposes on the basis of such trades' qualifications, in addition to actual training in a recognized teacher-training institution. Time required to obtain this qualification cannot be counted for experience recognition in 3.5.2.3.*

3.5.2 *Clause 3.5.2 shall apply to Career and Technology Studies (CTS) teachers.*

3.5.2.1 *In this clause, a CTS teacher is one who is teaching CTS, shop or business education courses for at least half of their teaching day.*

3.5.2.2 *CTS teacher salary entitlement, provided they have no previous teaching experience as a certified teacher, will be the minimum salary rate according to their evaluation of teacher education for salary purposes.*

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

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

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

3.5.2.5 *Definition: A Career and Technology Studies Teacher is a teacher who is:*

3.5.2.5.1 *The holder of an Alberta teaching certificate and an Alberta journeyman’s certificate or equivalent in a trade area and;*

3.5.2.5.2 *Teaching a CTS strand course, as defined in the current Guide to Education, ECS to Grade 12 or any document substituted therefore, in a trade area requiring the said journeyman certification.*

3.6 Other Rates of Pay except structural changes

- 3.6.1 The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
- 3.6.2 Notwithstanding clause 8.5.1, a teacher, who agrees to render professional service during any non-work period, at the request of the Superintendent, shall be paid 1/200 of their grid position salary for each day of work.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

- 4.1.1 The School Division may create and fill administrative positions other than those specifically enumerated in this article, provided that the Association is advised prior to the position being filled. Remuneration for such positions is established by an addendum to this agreement.

4.2 Administration Allowances

The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

4.2.1 Principal Allowance

<i>Principal Minimum Allowance</i>	<i>14,339.27</i>
<i>Plus:</i>	
- <i>Per student for the first 100 students</i>	<i>0.00</i>
- <i>Per student for 101 to 150 students</i>	<i>43.01</i>
- <i>Per student for 151 to 300 students</i>	<i>28.23</i>
- <i>Per student thereafter</i>	<i>21.57</i>
<i>Maximum allowance for any principal</i>	<i>32,946.85</i>

Each additional school under the responsibility of a Principal 1,369.10

A Principal assigned as Principal at Large shall be paid an allowance based on 200 students.

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

- 4.2.2 *Associate Principal Allowance*
 - 4.2.2.1 *The Associate Principal (or the first Associate Principal if there is more than one) shall receive one-half the allowance paid to the principal under this clause.*
 - 4.2.2.2 *Effective September 1, 2019, the minimum allowance for Associate Principal will be adjusted in accordance with current proportionality to the Principal allowance.*
 - 4.2.2.3 *When there is more than one Associate Principal, each (other than the first) shall receive one-half of that amount they would receive were they Principal over the teachers and students in their area of responsibility.*
- 4.2.3 *Coordinators' Allowance: \$5,448.93*
- 4.2.4 *Department Heads Allowance: \$4,779.76*
- 4.2.5 *Consultants Allowance: \$14,339.27*
- 4.2.6 *Payment of administrative allowances according to article 4 of this agreement shall commence on the effective date of appointment.*
- 4.2.7 *For the purposes of application of this agreement the terms 'Vice-Principal' and 'Associate Principal' shall be interchangeable.*
- 4.2.8 *Except for ADLC and Vista Virtual School, the student count shall be on September 30 of each year. In cases where a principal is designated responsibility for kindergarten, kindergarten students shall be included in the student count and each kindergarten student shall be counted as a full-time equivalent in proportion to 950 hours of instruction per year. For ADLC and Vista Virtual School, the count shall be August 31 of the prior school year.*

4.3 Red Circling

- 4.3.1 In event the School Division initiates the transfer of a Principal or Associate Principal and such transfer results in an administrative allowance as a Principal or Associate Principal that is less than the allowance the Principal or Associate Principal currently receives, the current allowance shall be maintained until the lower allowance matches or surpasses the current allowance or for a period of three (3) years whichever comes first. This provision shall not apply if the Principal or Associate Principal requests a transfer.

4.4 Acting/Surrogate Administrators – Compensation

- 4.4.1 When in the absence of the Principal an Associate Principal acts in their place for a period of five (5) or more consecutive school days, said Associate Principal shall be designated as Acting Principal and shall receive an allowance equivalent to that of the principal for the period during which they are so designated.
- 4.4.1.1 In a school where there is no Associate Principal, a teacher shall be designated by the School Division to be Acting Principal in the absence of the Principal. The designate shall be paid according to clause 4.2 should the Principal be absent.
- 4.4.1.2 When both the Principal and Associate Principal are absent, a teacher shall be designated by the School Division to be Acting Principal. The teacher so designated shall be paid according to clause 4.2 should the Principal and Associate Principal be absent.

4.5 Teachers with Principal Designations (Effective until February 26, 2020)

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is*

otherwise terminated in accordance with the express provisions of the term contract.

4.5 Teachers with Principal Designations *(Effective February 26, 2020, the following repeals and replaces clause 4.5. above)*

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

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

4.6 Other Administrator Designations

4.6.1 *No teacher designated as associate principal at the time of signing this Agreement shall have that designation terminated by reason of the School Division's decision to eliminate the position, unless the Superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect.*

5.1.2 *The rate of payment for substitute service is deemed to include any vacation or general holiday pay to which the individual may be entitled.*

5.1.3 *No substitute teacher shall benefit nor suffer loss as a result of substitute teaching in a year round school or school with an alternate school year calendar. [Effective March 1, 2020, this clause is deleted.]*

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

½ Day – 60% of Full Day Rate 124.28

Effective until April 30, 2019 Full Day 207.13

5.1.4 *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.*

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

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid*

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

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 A substitute teacher shall provide evidence of teaching experience and teacher education as per articles 3.3 and 3.4 within forty-five (45) calendar days of being eligible for placement on the grid.

5.3.2 Substitute teachers shall receive, at minimum, 24 hours' notice of cancellation of assignment. Cancellation occurring less than 24 hours from the commencement of the assignment shall result in the substitute teacher receiving the daily rate agreed to in the initial booking, where the substitute teacher agrees to re-assignment within the school. Where the assignment is for consecutive days, the subsequent days may be cancelled with 24 hours' notice.

This clause does not apply if the substitute teacher accepts another assignment for the same day.

If a teacher cancels without proper notice, the teacher will be responsible for the cost of the substitute teacher through payroll deductions or payment from other sources. In case of disagreement for the responsibility of the cost, the final decision is made by the Superintendent.

- 5.3.3 When the assignment of a substitute teacher involves teaching before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in 5.1.

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.*

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

- 6.2 *Part-time Teachers Benefits and Proration*

6.2.1 *Articles 7.1 and 7.2 notwithstanding, part-time teachers who work less than .25 FTE shall not participate in the ASEBP plans. Part-time teachers working less than .25 FTE shall be responsible for the full Alberta Health Care premium.*

- 6.3 Other Part-time Teacher Conditions

6.3.1 Any teacher employed on a full-time (1.0 FTE) continuing contract who voluntarily agrees to employment on a part-time contract may be given a part-time continuing contract for an agreed upon period and, notwithstanding Section 211(2) of the *Education Act*, that contract shall be for a specified full-time equivalent which shall not be varied except by mutual consent. At the end of the initial or any agreed upon subsequent time period the teacher shall return to a full-time continuing contract.

7. GROUP BENEFITS

7.1 **Group Health Benefit Plans—Carrier and Premium paid by School Division**

7.1.1 *The School Division will make a contribution of 97% per month of the premium costs for Alberta Health Care for each participating teacher.*

7.1.2 *The School Division will make a contribution of 97% per month of the premium cost for each participating teacher as per Plan D Extended Disability Benefits (EDB) and Plan 2 (Life Insurance) of the Alberta School Employee Benefit Plan (ASEBP).*

All teachers appointed to the staff effective November 9, 1971, and thereafter as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a condition of employment provided enrolment is sufficient for implementation of the plan.

7.1.2.1 *Effective September 1, 2019, the contribution will increase to 100%.*

7.1.3 *The School Division will make a contribution of 97% per month of the premium cost for each participating teacher of Plan I of the Extended Health Care Insurance (ASEBP). All teachers, hired on and after September 1, 1978, shall be members of this plan as a condition of employment.*

Notwithstanding the above any teacher who has equivalent coverage provided through their spouse may waive coverage under the Extended Health Care Insurance (ASEBP).

7.1.3.1 *Effective September 1, 2019, the contribution will increase to 100%.*

7.1.4 *The School Division will make a contribution of 97% per month of the premium cost for each participating teacher as per Dental Plan 3 of the Alberta School Employee Benefit Plan. All teachers appointed to the staff effective September 1, 1982, and thereafter shall be a member of this plan as a condition of employment.*

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Dental Plan.

7.1.4.1 *Effective September 1, 2019, the contribution will increase to 100%.*

7.1.5 *The School Division will make a contribution of 97% per month of the premium cost for each participating teacher as per Vision Care Plan 3 of the ASEBP. All teachers appointed to staff effective June 1, 1998 and thereafter shall be a member of this plan as a condition of employment.*

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Vision Care Plan.

7.1.5.1 *Effective September 1, 2019, the contribution will increase to 100%.*

7.2 Group Benefits Eligibility

7.2.1 *All teachers appointed to the staff effective November 9, 1971, and thereafter as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a condition of employment provided enrolment is sufficient for implementation of the plan.*

7.2.2 *Teachers who have not yet commenced their contract of employment will be enrolled in the ASEBP benefit plan effective the first day of service.*

7.3 Health Spending Account and Wellness Spending Account

7.3.1 *The School Division shall contribute to a Healthcare Spending Account/Wellness Spending Account (effective September 1, 2020) an annual amount of \$660 per eligible teacher in equal monthly installments. For the purposes of this teacher benefit, eligible teacher shall mean a teacher who teaches greater than .25 FTE on a continuing, probationary, permanent, interim, or temporary contract of five (5) months or longer and shall include a teacher whose short term contracts may accumulate to an uninterrupted employment period of five (5) months or longer. This account shall be administrated by ASEBP in accordance with CRA rules and the Income Tax Act and its regulations for the benefit of the teacher and their dependents. Upon leaving the employ of the School Division a teacher shall forfeit any remaining balance after submitting outstanding claims during the cut-off period as defined by the plan carrier.*

7.3.2 *Effective September 1, 2019, the annual Healthcare Spending Account contribution will increase to \$725.*

7.4 Other Group Benefits

- 7.4.1 Payments made towards benefit plans by the School Division shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

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 School Divisions 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) School Division 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 School Division 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 School Divisions. 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 Duty Free Lunch

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

8.3.1.1 *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 School Division.*

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

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

8.4 Extracurricular

8.4.1 *The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers*

provide to these activities. Teacher participation in extracurricular activities is voluntary.

8.5 School Calendar

8.5.1 Excepting teachers working at ADLC and Vista Virtual School, teachers will not be required to render service for more than 200 consecutive days commencing the opening day of school in each school year, exclusive of non-work periods, weekends and holidays.

8.5.1.1 Teachers employed at ADLC and Vista Virtual School, will not be required to render professional service for more days than other teachers who follow the traditional Pembina Hills calendar in any given employment year.

Teachers at ADLC and Vista Virtual School will have the ability to take a minimum four (4) week uninterrupted non-work break with the timing of the break subject to the approval by the Principal.

8.5.2 Notwithstanding clause 8.5.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation.

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

8.5.4 Excepting teachers working at ADLC and Vista Virtual School, the School Division shall establish a five (5) day Spring Break as part of the School Calendar. Easter Monday will continue to be a non-work day.

8.5.5 The School Division shall establish two (2) operational days per school year for teacher-directed professional development.

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 School Division'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 *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

9.2 **Professional Improvement Leave**

- 9.2.1 Professional Improvement Leave shall mean a leave of absence granted by the School Division in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.
- 9.2.2 To be eligible for Professional Improvement Leave under clause 9.2.1 the teacher shall have served the School Division for three (3) consecutive years, immediately prior to granting of such leave.
- 9.2.3 Professional Improvement Leave for a period of less than one (1) year may be granted by the School Division and remuneration shall be pro-rated to amount of salary set forth in clause 9.2.8.
- 9.2.4 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the School Division and the teacher for a period of at least two (2) years after resuming their duties.
- 9.2.5 All applications for Professional Improvement Leave shall be submitted to the School Division by February 1 preceding the school year in which the professional improvement leave is to commence.
- 9.2.6 The School Division shall, after reviewing the applications for Professional Improvement Leave, determine both the number and the persons to be granted professional leave of absence.
- 9.2.7 The School Division shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 9.2.8 A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal installments on the last day of each month, in accordance with 50% of category 4-9 of the salary grid, as defined in article 3.2.
- 9.2.8.1 A teacher who is granted Professional Improvement Leave shall be entitled to participate in the Alberta School Employee Benefit Plan. The School Division shall contribute toward required premiums as indicated in clause 7.1

9.2.9 Prior to leave being granted, the School Division and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

9.3 Teacher Directed Professional Development Fund – effective the start of the 2020-2021 school year.

9.3.1 Teachers shall have access to the financial supports required to attend individualized teacher professional development in the form of a teacher directed professional development fund.

9.3.2 The fund shall be available to all active members of the Pembina Hills ATA Local No. 22.

9.3.3 The School Division shall contribute annually \$100 per active teacher on contract and the Local Association shall contribute annually \$70 per active teacher on contract to the fund. The count date for purposes on calculating the contribution shall be September 30 of each year.

9.3.4 Teacher directed professional development shall not be funded with resources allocated to school site-based budgets.

9.3.5 The fund shall be administered by a committee consisting of three members of the School Division and three members of the Association.

10. SICK LEAVE / Medical Certificates and Reporting

10.1 The unused portion of the statutory sick leave shall accumulate at the completion of each year of continuous service with the School Division, except in the case of leave of absence, to the credit of each teacher to a total maximum of seventy-five (75) operational school days.

10.1.1 A statement of accumulated sick leave credits shall be sent to each teacher upon request of said teacher on or before September 1.

10.2 If a teacher is absent from school to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, they shall be paid their salary for such excess period if there stands to their credit accumulated sick leave which shall then be reduced accordingly.

10.3 A teacher who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive days, shall be required to present a medical certificate upon resumption of normal duties or upon demand by the School Division.

10.4 *A teacher who is absent for a period of three (3) days or fewer shall be required to submit their absence on the School Division's electronic absence system.*

10.5 *Once a teacher has been disabled for ninety (90) consecutive calendar days, such teacher shall apply for extended disability benefits under the ASEBP Extended Disability Plan and salary shall cease.*

10.6 *In the event that,*

a) *a teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP Extended Disability Benefits, and*

b) *the teacher is accepted by the insurance carrier as an EDB claimant,*

The School Division shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and they receive the first EDB payment.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 *Teachers are entitled to maternity leave without pay for a period not exceeding fifteen (15) weeks. Teachers are entitled to parental leave without pay or benefits for a period not exceeding thirty-seven (37) weeks.*

11.1.1.1 *A teacher will notify the School Division in writing of her leave requirements six (6) weeks in advance of the first day of the leave. The commencement of or return from leave shall be determined by the teacher, however the maternity leave shall commence no later than the actual date of delivery. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification. Where possible, the teacher shall consider natural breaks and reporting periods when determining the commencement day of leave.*

11.1.2 *The School Division will register and implement a 95% Supplementary Unemployment Benefits plan which teachers shall access for a total fifteen (15) week period. There will be no Supplementary Unemployment Benefit plan payment during a non-work period.*

- 11.1.3 *The School Division shall provide its share of benefit premium as provided in article 7.1 of this agreement during the fifteen (15) weeks of maternity leave.*
- 11.1.4 *The combination of maternity/parental leave shall not exceed fifty-two (52) weeks.*
- 11.1.5 *In the case of adoption, the leave shall not exceed fifty-two (52) weeks.*
- 11.1.6 *A teacher on parental leave may continue their benefit coverage if the teacher pays the entire premium for the benefit plan.*
- 11.1.7 *The teacher will give four (4) weeks' notice of the return-to-work date, when returning from maternity or parental leave. Where possible, the teacher shall consider natural breaks or reporting periods when determining the return date.*

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

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

Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division 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 School Division will continue paying the School Division 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 School Division paid benefit premiums, and shall reimburse the School Division 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 School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*

- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division 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 School Division 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 School Division 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 School Division 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 School Division 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 School Division 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 School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers*

on maternity leave with 100% of their salary during 15 weeks of leave.

11.3.4 *The School Division 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 School Division 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 a 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 School Division 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 School Division will continue paying the School Division 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 School Division 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 School Division paid benefit premiums, and shall reimburse the School Division 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 School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*

11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the*

teacher is not eligible to reapply for additional consideration under clause 11.4.3.

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 Temporary Personal Leave of Absence for not more than three (3) days in total in any school year shall be granted to each teacher.

The first day of such leave shall be at full salary and benefits. The remaining two (2) days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of the substitute is forthcoming to the School Division through payroll deductions or payment from other sources.

A teacher shall be entitled to accumulate unused fully paid personal leave days to a maximum of three (3) days.

In any event, no teacher may utilize a combined total of more than five (5) personal and unpaid leave days in any one school year.

A teacher taking such leave shall be required to submit their absence on the School Division's electronic absence system prior to taking such leave.

- 12.2 A personal leave day is equivalent to the teacher's normal work day. This leave may be used in full day or half-day increments.

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division 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 School Division 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 School Division. The Association will reimburse the School Division 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 School Division, the teacher, and the Association and is at no cost to the School Division.

13.4 *During such secondment, the School Division 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 School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1 Family Medical Needs/ Critical Illness/ Death Leave:

14.1.1 Temporary leave of absence necessitated by family medical needs, critical illness or death of a relative of the teacher shall be granted by the School Division, with salary and benefits, according to the following schedule:

- a) In the event of death of a teacher's spouse, parent, child or dependent a time up to and including five days,
- b) In the event of critical illness on the part of the teacher's spouse, parent, child or dependent, time up to and including four days,
- c) In the event of critical illness or death of a teacher's relative, time up to and including three (3) days provided such relative is a brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,
- d) In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one (1) day,
- e) In the event of a family medical leave on the part of the teacher's spouse, parent, child or dependent, time up to and including three days.

14.2 Additional leave, where required, may be granted upon application to the School Division.

14.3 For the purposes of clause 14.1 critical illness shall be determined by a certificate from a medical doctor if required by the School Division.

14.2 Impassable Roads Leave

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

14.3 Wedding/Convocation/Graduation Leave:

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

14.4 Leave for Child's Arrival

14.4.1 The School Division shall grant temporary parental leave, with salary and benefits, of three (3) school days in the event of a birth. The days taken shall commence the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.

14.4.2 The School Division shall grant temporary adoption leave, with salary and benefits, of three (3) school days commencing the date of adoption or receipt of the child.

14.5 Jury Duty/ Court Appearance Leave

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

- a) for jury duty or any summons related thereto,
- b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- c) 14.5.1 b) shall not apply when the teacher or the Association is taking action against the School Division.

14.6 Discretionary Leave: Additional leaves of absence may be granted by the School Division, with salary and benefits, with salary and benefits less the

cost of the substitute or without salary and benefits, at the discretion of the School Division.

- 14.7 A teacher requesting a leave of one term or longer for the coming school year shall notify the School Division no later than March 31. The School Division may accept requests for leaves of absence at any time during the school year.
- 14.8 The School Division agrees to implement a Deferred Salary Leave Plan as approved by Canada Revenue Agency (CRA).

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 School Division 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 School Division 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 School Division, 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 School Division rectify any failure to comply with the collective agreement.*
- b) An affected School Division 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 School Division.*
- 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 School Division 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 School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division 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 School Division, 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 School Division rectify any failure to comply with the Collective Agreement;*
- b) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.17 The award of the Arbitration Board is binding on:

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

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

15.19 The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference between a teacher covered by this agreement and the School Division or, in a proper case between the Association, and the School Division concerning the interpretation, application, operation, or alleged violation of this agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.2 Such difference (hereinafter called 'a grievance') at the teacher level shall first be submitted in writing to the Secretary Treasurer of the School Division, and the Coordinator of Teacher Welfare. Such written submission shall be made within thirty (30) days after the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the

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

- 16.3 In the event the grievance is not settled within thirty (30) days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) days have elapsed from the expiration of the aforesaid thirty (30) day time period, the grievance shall be referred in writing to the Secretary Treasurer of the School Division. A grievance committee shall be composed of three (3) representatives of the School Division however, a quorum of this committee shall be two (2) representatives.

A representative of the School Division and the grievor and/or representative shall be present at any grievance hearing.

The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within thirty (30) days following receipt of the submission and shall dispose of each grievance before proceeding to another.

- 16.4 In a proper case the Association may submit a grievance in writing to the School Division or the School Division may submit a grievance in writing to the Association. The respondent shall render its decision in respect of the grievance within 30 days following the receipt of the submission.
- 16.5 If the grievance is not resolved within the said time then either party may by written notice served on the other party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after the date the aforesaid thirty (30) day limit expires or the date the grievance committee renders a decision, whichever is shorter.
- 16.6 Each party shall appoint one (1) as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- 16.7 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.8 The arbitration board shall not change, amend 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.

- 16.9 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairperson governs and it shall be deemed to be the award of the Board.
- 16.10 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the Chairperson provided, however, that this time period may be extended by written consent of the parties.
- 16.11 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chairperson.
- 16.12 All of the aforesaid time limits referred to in the grievance procedure shall be deemed to be consecutive calendar days but be exclusive of Saturdays, Sundays, statutory holidays and the summer break.
- 16.13 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Board) a party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 16.14 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

17. EMPLOYMENT

- 17.1 Transfers/Staff Reduction
 - 17.1.1 The School Division requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and their family as a result of such transfer, providing such transfer requires a change of residence.
 - 17.1.2 A teacher requesting a transfer for the coming school year shall make the request no later than March 31. In exceptional circumstances, the School Division may accept requests for transfer at any time during the school year.
 - 17.1.3 The School Division agrees that should a reduction in staff be required it shall in the first instance be achieved through natural attrition.

17.1.4 In cases where natural attrition does not achieve designated staff reduction targets School Division policy shall be followed.

17.2 School Division Policy

The School Division agrees to inform in writing representatives of Local No. 22 of proposed changes to policy and regulations which directly affect the working conditions of teachers. Representatives of Local No. 22 will respond within 30 consecutive days of being notified in order that the proposed changes can be forwarded to the policy committee for consideration.

17.3 Subrogation (Effective March 1, 2020)

17.3.1 Definitions

17.3.1.1 *Cost of Absence* means the total remuneration paid by the School Division during a period when the teacher was absent from work.

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

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

17.3.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Division.

17.3.1.5 *Teacher* means a teacher in respect of whom the School Division has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

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

17.3.2.1 the teacher shall advise the School Division in advance of the teacher's intention to initiate any claim in which an

act or omission of a third party has resulted in the School Division incurring a cost of absence;

- 17.3.2.2 the teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;
 - 17.3.2.3 the School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - 17.3.2.4 the teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
 - 17.3.2.5 the teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;
 - 17.3.2.6 upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;
 - 17.3.2.7 the teacher shall not release any third party from the cost of absence without the consent of the School Division;
and
 - 17.3.2.8 the School Division's consent to settlement shall not be unreasonably withheld.
- 17.3.3 When as a result of judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Division plus interest.
- 17.3.4 When as a result of a judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of

settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest.

17.3.5 The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this Article.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2020.

ON BEHALF OF THE SCHOOL DIVISION

ON BEHALF OF THE ASSOCIATION

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

Where the parties cannot agree on an arbitrator, one of the above named will be chosen at random.
- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*
- g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*

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

This trial process shall take effect as of the date of signing and shall expire and have no further force and effect once all of the collective agreements commencing September 1, 2018 between the Association and School Divisions 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 division based leaders in the bargaining unit, in the context of their duties and responsibilities.

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

1. Interested school divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.

2. TEBA and the Association will encourage participation in this project among school divisions and Association bargaining units.

3. The pilot project may be ended early with mutual agreement of the school division and related Association bargaining unit.

4. Each participating school division 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: Teacher Directed Professional Development Fund

The committee established in Article 9.3 above shall develop a Frame of Reference for the teacher directed professional development fund. The Frame of Reference shall be developed and agreed to by June 30, 2020.

ADDENDUM TO THE COLLECTIVE AGREEMENT

The School Division agrees to administer sick leave in the following manner:

All teachers under contract shall have available twenty (20) days sick leave commencing the beginning of the school year or the first day of employment. Teachers employed under contract for less than a school year shall receive sick leave on a pro-rata basis as follows:

number of sick days = $\frac{\text{number of school days under contract}}{10}$

10