

COLLECTIVE AGREEMENT

BETWEEN

THE WETASKIWIN SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This collective agreement is made this ____ day of _____, 2021 between The Wetaskiwin School Division (Employer) and the Alberta Teachers' Association (Association).

Effective February 12, 2019, whereas this Collective Agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act/Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

Effective March 21, 2021, the whereas statement above is repealed and replaced by the following whereas statement:

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

WHEREAS terms and conditions of employment and *salaries* have been the subject of negotiations between the Parties, and

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants herein contained the Parties agree as follows:

1. APPLICATION/SCOPE

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

Effective March 21, 2021, clause 1.1 above is repealed and replaced by the following clause:

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

- 1.1.1 All teachers employed by the Employer shall be members of the Association.

Every teacher employed by the Employer shall pay the fees set by the bylaws of the Association, the Employer shall deduct these fees

from the salary of every teacher it employs, other than as a superintendent and shall pay the membership fees and furnish a list of teachers in its employ each month to the Association. (Expires March 21, 2021)

1.2 Excluded Positions (This clause expires when clause 1.2 below comes into effect)

1.2.1 Superintendent

1.2.2 Deputy, Assistant or Associate Superintendents

1.2.3 Directors

1.2 Excluded Positions (Effective April 1, 2019)

1.2.1 Superintendent

1.2.2 Deputy Superintendent(s)

1.2.3 Assistant Superintendent(s)

1.2.4 Associate Superintendent(s)

1.2.5 Director(s)

1.3 Effective March 21, 2021, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of the dispute.

1.4 *The Association is the bargaining agent for each bargaining unit and:*

1.4.1 *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*

1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

1.5 Role of TEBA (Effective March 21, 2021)

1.5.1 *For the purpose of bargaining collectively with the Association,*

TEBA is an employer 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 Employer and to bind the Employers in any agreement with respect to central terms.

1.5.2 Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.

1.5.3 For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.

1.6 The Employer retains all rights of management not specifically limited by the expressed terms of this Collective Agreement.

Effective March 21, 2021, clause 1.6 above is repealed and replaced by the following clause:

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

1.7 Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.

1.8 This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.

1.9 This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors for the period of the contract.

1.10 Effective March 21, 2021, all provisions of this collective agreement shall be read to be gender neutral.

2. TERM

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

2.2 List Bargaining

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new Collective Agreement is concluded, or

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

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

2.6 Meet and Exchange

2.6.1 *For central table bargaining, representatives of the Association and*

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

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

2.7 Opening with Mutual Agreement

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.*

2.8 Provision of Information (Expires March 20, 2021)

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

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

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

2.8 Provision of Information (Effective March 21, 2021, the following clause repeals and replaces clause 2.8 above.)

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Noting in this clause prevents the Employer from providing the information on a more frequent basis.*

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statements*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary on or before the 26th of each month.

3.1.1.1 At the written request of the teacher by January 1, the Employer shall pay on the last teaching day of June an advance in respect of July and/or August salary in an amount not exceeding the estimated net salary for such month or months. No more than 50 teachers may access this provision per school year. Applications will be accepted in the order they are received. (Expires August 31, 2020)

3.1.2 Substitute teachers shall be paid on the same date as all other

teachers provided they fulfill their responsibilities in completing their required payroll information by the established cut-off date.

3.1.3 Any teacher other than a substitute, who teaches in a school which has a longer day and a shorter school year is to be paid an appropriate rate. Deductions from annual salary shall be made on the same basis.

3.1.4 Year Round Calendar (Expires June 30, 2020)

3.1.4.1 Teachers employed by the Employer who transfer to a school with a year round calendar, instead of being provided with two months of salary in August of the year of the transfer, shall be paid an additional month of salary at the conclusion of their service with the Employer. A teacher affected by this clause who then transfers back to a traditional school year shall receive the additional month in the same manner.

3.1.4.2 Teachers who are hired by the Employer in a school with a year round calendar shall be paid their monthly salary as per clause 3.1.1 from August to July of each school year. If a teacher hired in a school with a year round calendar transfers to a school with a traditional school year, they shall continue to be paid from August to July and are not eligible for any compensation under clause 3.1.4.1.

3.1.4.3 The salary pursuant to clause 3.1.4.1 shall be at the rate of pay in effect at the time payment under clause 3.1.4.1 is carried out.

3.1.4.4 The payment due under this clause shall be secured by way of a written addendum to the individual teacher's current employment contract.

3.2 Grid

3.2.1 *The Employer shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One-month salary shall be 1/12 part of the annual salary at the rate in effect that month.*

3.2.2 *The number of years of teacher education and the years of teaching experience, as computed according to this Collective Agreement, shall together determine the basic salary rate of each teacher employed by the Employer.*

3.2.3 *Effective September 1, 2015 the following salary schedule shall be*

effective:

Years of Teaching	Years of Education					
	One	Two	Three	Four	Five	Six
0	38,267	43,100	47,957	58,845	62,369	65,994
1	40,688	45,197	50,353	62,267	65,788	69,412
2	43,107	47,293	52,750	65,687	69,210	72,834
3	45,528	49,387	55,148	69,108	72,629	76,255
4	47,947	51,485	57,541	72,528	76,049	79,674
5	50,371	53,581	59,940	76,120	79,642	83,269
6	52,791	55,675	62,336	79,715	83,237	86,861
7	55,212	57,772	64,735	83,309	86,830	90,455
8		59,869	67,130	86,901	90,423	94,048
9		61,965	69,526	90,494	94,017	97,642
10				94,089	97,610	101,234

Years 1, 2 and 3 of education (grid salary categories C1, C2 and C3) will be eliminated from all Collective Agreements where they currently exist, effective September 1, 2017. All teachers who currently received an annual salary under Categories C1, C2 or C3 of an existing Collective Agreement will be appointed to the step within the fourth year (Category C4) that is nearest to, but not less than, the teacher's current annual salary. If that step on the grid is not C4MAX, the teacher is eligible for grid movement on the basis of experience increments.

Effective September 1, 2017 the following salary schedule shall be effective:

Years of Teaching	Years of Education		
	Four	Five	Six
0	58,845	62,369	65,994
1	62,267	65,788	69,412
2	65,687	69,210	72,834
3	69,108	72,629	76,255
4	72,528	76,049	79,674
5	76,120	79,642	83,269

Years of Teaching	Years of Education		
	Four	Five	Six
6	79,715	83,237	86,861
7	83,309	86,830	90,455
8	86,901	90,423	94,048
9	90,494	94,017	97,642
10	94,089	97,610	101,234

3.3 Education (Expires 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 Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the memorandum of agreement dated March 23, 1967, among the Department of Education, the Association and the Alberta School Trustees' Association.*
- 3.3.2 *The adjustment dates for changes in the allowance for university education are September 1 and February 1.*
- 3.3.3 *Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall supply satisfactory evidence of teacher education to the Employer within 90 calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates. If satisfactory evidence is not submitted within 90 calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits a copy of the application for evaluation of teacher education to the Employer within 45 calendar days of commencement of employment or adjustment dates.*
- 3.3.4 *Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board*

established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3 *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
 - 3.3.3.1 *If proof of teacher education or application is received within sixty (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 sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within sixty (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 sixty (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 sixty (60) operational days, salary will be adjusted the month following such submission.*

3.4 Experience (Expires August 31, 2019)

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
 - a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during*

any one (1) school year.

- 3.4.3 *Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *Increments shall become effective on September 1 or February 1, following each year of additional service with the Employer.*
 - 3.4.5.1 *A teacher must provide service for 125 days to qualify for an increment. In this respect, days when the teacher is absent through illness shall be considered as service days.*
- 3.4.6 *Teaching service with other Employers shall be treated as if it has been teaching service under this Collective Agreement. (Note: this article shall apply only to teachers hired after the date of signing of this agreement.)*
 - 3.4.6.1 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate.*
- 3.4.7 *By August 31 of each school year, each part-time teacher shall be issued a statement of the number of equivalent full-time teaching days taught during the previous school year upon written request by May 31.*
 - 3.4.7.1 *Effective until August 31, 2017, a part-time teacher must accumulate 125 FTE days in accordance with Article 3.4.3 and 3.4.4 to qualify for an increment. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1.*

Effective September 1, 2017, clause 3.4.7.1. shall cease to exist and shall be replaced by the following:

 - 3.4.7.2 *A part-time teacher must accumulate 125 FTE days in accordance with Article 3.4.3 to qualify for an increment.*
- 3.4.8 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Employer from other previous*

employer(s).

3.4.9 *Proof of previous experience or proof of having applied for same must be submitted to the Employer within 45 calendar days of commencement of employment, the first day of school of each school year or February 1, whichever is applicable.*

3.4.9.1 *If such evidence is submitted within the 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable.*

3.4.9.2 *If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience or at the minimum of their category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.*

3.4.10 (a) *Effective until August 31, 2017, teachers shall accumulate experience increments for substitute teaching with the Employer at the following rate: one year of experience for every 125 FTE days of substitute teaching earned within a three-year period. For the implementation of this clause, teachers who wish to claim experience for previous years shall be required to provide proof of service to the Employer.*

Effective September 1, 2017, clause 3.4.10 (a) shall cease to exist and is replaced by the following:

(b) Teachers shall accumulate experience increments for substitute teaching with the Employer at the following rate: one year of experience for every 125 FTE days of substitute teaching in accordance with Article 3.4.1 (b.) For the implementation of this clause, teachers who wish to claim experience for previous years shall be required to provide proof of service to the Employer.

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

Teachers shall:

a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

b) *Not gain experience during vacation periods and leaves of absence without salary.*

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

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

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

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

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

Prior Experience

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

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*

b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

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

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

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

a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching*

certificate or its equivalent in the relevant governing jurisdiction;

- b) The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) The written confirmation is signed by an authorized officer of the previous Employer.*

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

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

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

3.5 Special Considerations: Vocational Teachers

3.5.1 Definition: A vocational teacher is a teacher who is:

- a) The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and
- b) Teaching an industrial education career fields course, as defined in the current Junior-Senior High School handbook or any document substituted therefore, in a trade area requiring the said journeyman certification.

3.5.2 Grid Placement of Vocational Teachers

3.5.2.1 Training: Vocational teachers shall be placed in the salary grid, with respect to teacher education, in the same manner as all other teachers. However, an Alberta journeyman's certificate or its equivalent will be equated to one year of professional training or according to Teacher Qualifications Service evaluation, whichever is greater.

3.5.2.2 Experience: Experience in trade, business or industry will not be deemed to be teaching experience. However, the Employer and the Association consider it just and reasonable that each vocational teacher be placed in the

grid at an experience level equivalent to the number of years the teacher spent in trade, business or industry during related apprenticeship training and while working in a field directly related to the teacher's journeyman's certificate and teaching assignment. Such placement will be retained by a teacher in instances where the teacher is required by the Employer to accept a subsequent non-vocational teaching assignment. This principle does not apply to grid placement relative to teacher education. Thus, in no case, may a vocational teacher receive a basic salary which exceeds the maximum provided in the category relative to the teacher's training, as in clause 3.5.2.1 above.

3.6 Other Rates of Pay

3.6.1 Teacher Assigned to Multiple Locations Allowance (Expires June 30, 2020):

3.6.1.1 Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other Employer personnel.

3.6.1 Teacher Assigned to Multiple Locations Allowance (Effective July 1, 2020):

3.6.1.1 Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other Employer personnel, provided those schools are more than ten (10) kilometres apart.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The Employer may create or fill administrative positions other than those specifically enumerated in clauses 4.2.1.5, 4.2.1.6 and 4.2.2 hereof, provided that additional allowances are negotiated with the Association Local No 18 Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If after 10 days from the time notice is given in writing to the committee no agreement is reached, the Employer may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations and shall be retroactive to the date the notice was served to the Employer.

4.2 Administration Allowances

- a) *The administrative allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- b) *September 1, 2015, Administrative allowances shall be calculated as follows:*

4.2.1 Principal Allowance

- 4.2.1.1 Basic allowance: 10.0 percent of category 4 maximum salary plus per pupil allowance:

0 -100 pupils	0.07 percent of category 4 maximum salary
101 - 200 pupils	0.04 percent of category 4 maximum salary
201 - 300 pupils	0.03 percent of category 4 maximum salary
301 - 400 pupils	0.025 percent of category 4 maximum salary
401+ pupils	0.02 percent of category 4 maximum salary

- 4.2.1.2 The minimum allowance any principal shall receive is \$16,901. The principal's allowance shall be rounded to the nearest \$50. Effective the first day of the month following the date that the Parties sign the Collective Agreement, or April 1, 2019, whichever is earlier, the second sentence of this sub-clause is no longer in effect. (Expires August 31, 2019)
- 4.2.1.2 Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, pro-rated based on FTE
- 4.2.1.3 Principals responsible for outreach schools shall receive a \$626 allowance for each outreach school for which they are responsible. Students in outreach schools shall not be included in the student count for principal's allowance purposes.
- 4.2.1.4 The sole teacher in the Hutterite school shall receive an allowance of \$375 per annum. The principal responsible for the Hutterite school shall receive a \$626 allowance. Students in the Hutterite school shall not be included in the student count for the principal's allowance purposes.

4.2.1.5 District Principal – an allowance equal to the highest paid Principal’s allowance paid herein.

4.2.1.6 Vice-Principal – an allowance equal to one half (1/2) of the applicable Principal’s allowance.

4.2.2 Department Head

4.2.2.1 In addition to the salary specified in 3.2.3, there shall be paid additional allowances for Department Heads as follows:

4.2.2.1.1 Department heads designated by the Employer shall be paid 13.4 percent of the allowance paid for the principal of the high school at which they are employed.

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 When, in the absence of the principal, the vice-principal acts in their place for a period of 10 or more consecutive operational days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the 11th day until the return of the regular principal.

4.3.1.1 In the absence of the principal from the school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Employer to be acting principal and shall be paid 50 percent of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for more than three consecutive operational days and such allowances shall be payable from day one. Upon the principal being absent for the period of 11 or more consecutive operational days, the teacher shall be paid 100 percent of the principal allowance from and including the 11th day until the return of the regular principal. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s) or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.3.2 Any teacher replacing or acting in the role of vice-principal or department head shall be paid in accordance with the following:

a) more than three consecutive operational days but fewer than 11 consecutive operational days - 50 percent of the appropriate

allowance retroactive to the first day,

- b) eleven (11) or more consecutive operational days - 50 percent of the appropriate allowance as per (a) above for the first 10 days and 100 percent of the appropriate allowance effective the 11th day.

4.4 Teachers with Principal Designations (Expires March 21, 2021)

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

4.4 Teachers with Principal Designations (Effective March 21, 2021, the following repeals and replaces clause 4.4 above)

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

a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.

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

4.5 Other Administrator Designations

- 4.5.1 *A teacher occupying an administrative position on the date of the signing of this agreement shall continue to retain that administrative designation for the term of this agreement or until they vacate the position in the school or is otherwise unable to fulfill the responsibilities of the position or until the criteria no longer exists to warrant the position as per sections 4.2.2 and 4.6.1.*
- 4.5.2 *Any teacher who becomes an employee of the Employer pursuant to the provisions of sections 241 and 242 of the School Act/Education Act and who had been designated a principal, vice-principal or assistant principal by their former employer retains such designation.*

4.6 Other Administrator Conditions

- 4.6.1 Allocation and Appointment of Administration:
- 4.6.1.1 In a school where there are nine or more teachers including the principal, the Employer shall designate one teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Employer and the principal of the school concerned.
- 4.6.2 Vacation/Work Schedule
- 4.6.2.1 A teacher shall be paid 1/200 of the teacher's regular annual salary, to a maximum of two days, for service rendered during a holiday period in compliance with any request from the superintendent. The annual salary used for computation shall be that in effect at September 1 of the year the service is rendered.
- 4.6.2.2 Any teacher who is in receipt of an administrative

allowance as provided in Article 4 shall accept the responsibility for having their school units operational on the commencement day of each school term, semester or other division of the school year.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *Teachers engaged as substitutes shall hold a valid Alberta teaching certificate.*
- 5.1.2 *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.*
- 5.1.3 *Substitute teachers shall be paid, effective September 1, 2015, \$211.65 for each full day of work and 60 percent of the full day rate for each half day of work provided no substitute teacher earns more than 100 percent for any day of substitute teaching at the same school on the same day. This rate is inclusive of vacation pay. (Expires April 30, 2019)*
- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rate of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212 for each full day of work and 60 percent of the full day rate for each half day of work provided no substitute teacher earns more than 100 percent for any day of substitute teaching at the same school on the same day.*
- 5.1.4 *Effective May 1, 2019, substitute teachers receiving the daily rate shall additionally be paid general holiday pay as provided 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: When a substitute teacher has taught for more than three days consecutively in one position the teacher shall be placed on the salary grid in accordance with their years of training and experience, such placement to be effective from the fourth day of service in that position.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or*

such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.

5.3 Other Substitute Teacher Conditions

- 5.3.1 Cancellation of Assignment: When a substitute teacher has accepted employment, such employment shall not be cancelled without 12 hours' notice. Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled with 12 hours' notice.

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. (Expires August 31, 2019)*

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

6.2 *Provisions of this Collective Agreement shall be applicable to part time teachers on a prorated basis.*

- 6.2.1 *Effective May 1, 1997, this Collective Agreement will provide full-time benefit premium payments, as outlined in clause 7.1, 7.2, 7.3 and 7.4, for part-time teachers.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

7.1.2 *The Employer shall contribute toward the costs of the various premiums as follows:*

	BENEFIT	EMPLOYER CONTRIBUTION
(a)	ASEBP Extended Disability Benefit, Plan D	100 percent of each teacher's monthly premium
(b)	Life insurance, Plan 2 & Accidental Death & Dismemberment	100 percent of each teacher's monthly premium
(c)	ASEBP Extended Health Care Plan 1	100 percent of each teacher's monthly premium
(d)	ASEBP Dental Care Plan 3	100 percent of each teacher's monthly premium
(e)	Vision Care Plan 3	100 percent of each teacher's monthly premium

7.1.3 Employee Assistance Plan

7.1.3.1 The Employer agrees to maintain an Employee Assistance Plan *which shall be 100 percent funded by the teachers*. Any changes to the plan shall be made by mutual agreement.

7.1.3.2 The Employer and the Association agree that effective January 1, 2015, in accordance with clause 7.1.3.1 of the Collective Agreement, the Employer shall provide an Employee Assistance Plan through the Alberta School Employee Benefit Plan's (ASEBP) Extended Disability Plan. The Parties agree that there is currently no cost associated with the provision of the Plan through ASEBP to either teachers who have extended disability coverage through ASEBP or to the Employer. In the event that ASEBP implements a premium associated with this Employee Assistance Plan, these costs shall be 100 percent funded by the teachers, as set out in clause 7.1.3.1 of the Collective Agreement.

7.1.3.3 For those teachers under contract, not covered by Alberta School Employee Benefit Plan's (ASEBP) Extended Disability Plan, the Employer will cover the cost of the premium associated with this Employee Assistance Plan.

7.2 Group Benefits Eligibility

7.2.1 Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this

Collective Agreement shall be required to enroll in the *ASEBP* plans. All teachers enrolled in the plans on the signing date of this Collective Agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the extended health care plan, the dental plan, and the vision care plan upon submitting proof of participation in these or similar plans through his or her spouse.

7.3 Health Spending Account

- 7.3.1 *The Employer will establish and contribute annually to an individual Health Spending Account for each teacher under contract as follows: Effective September 1, 2015 - \$650.00*
- 7.3.2 *Effective September 1, 2019, the minimum amount of Health Spending Account will be \$725.*
- 7.3.3 *In this Article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*
- 7.3.4 *The account will be administered by Alberta School Employee Benefit Plan (ASEBP) as allowed by Canada Revenue Agency (CRA) and the Income Tax Regulations for the benefit of that teacher and their spouse and dependent(s).*
- 7.3.5 *Effective May 1, 2021 the Health Spending Account becomes a combined Health Spending Account/Wellness Spending Account.*

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

- 7.3.1 *The employer will establish and contribute \$725.00 annually to an individual combined Health Spending Account/Wellness Spending Account for each teacher under contract as follows.*
- 7.3.2 *In this Article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*
- 7.3.3 *The account will be administered by Alberta School Employee Benefit Plan (ASEBP) as allowed by Canada Revenue Agency*

(CRA) and the Income Tax Regulations for the benefit of that teacher and their spouse and dependent(s).

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 It is understood that the payment of the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under Employment Insurance 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 Employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*
- e) employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) staff meetings*
- g) time assigned before and at the end of the school day*
- h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

- 8.2.2 *Teachers have professional obligations under the School Act/Education Act and regulations made pursuant to the School Act/Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
 - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometres traveled in excess of the eighty (80) kilometre threshold.*
 - c) *the time is spent traveling to and from the teacher's annual convention.*

8.3 Other Conditions of Practice

- 8.3.1 *Teachers shall be assigned duties for not more than 200 days in any school year.*
- 8.3.2 *Noon Hour Supervision: Effective until April 6, 2019*
- 8.3.2.1 *The principal of a school shall, after consultation with his staff, organize the staff and any other persons designated by the Employer in such a manner as to provide proper supervision during the noon intermission.*
 - 8.3.2.2 *Any arrangements so made by agreement among the majority of the staff shall be binding upon the entire staff and shall be a condition of employment.*
 - 8.3.2.3 *Any arrangements so made and in compliance with this clause, shall be subject to the approval of the superintendent.*
 - 8.3.2.4 *Where possible, any teacher required to be on duty, in compliance with this clause, shall be entitled to 30 minutes*

time during the school day free of the school and free of school duties.

8.3.2 Duty Free Lunch

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

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

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

8.3.3 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.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

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

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

9.2 Sabbatical/Professional Improvement / Graduate Study Leave (Expires August 31, 2020)

9.2.1 Sabbatical leave shall mean leave of absence granted by the

Employer on application by the teacher for the following reasons:

- 9.2.1.1 Study approved by the Employer for improving the teacher's academic or professional education.
- 9.2.1.2 Travel or experience which has been approved by the Employer.
- 9.2.2 To be eligible for sabbatical leave under clause 9.2.1.1 or 9.2.1.2, the teacher shall have served the Employer for four years.
- 9.2.3 A teacher who is granted sabbatical 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 Employer and the teacher for a period of at least two years after resuming their duties.
- 9.2.4 A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which the teacher shall return to the school system.
- 9.2.5 All applications for sabbatical leave shall be submitted to the Employer by March 1 preceding the school year in which sabbatical leave is to commence and the Employer shall notify applicants of acceptance or rejection by April 16.
- 9.2.6 The Employer shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.
- 9.2.7 A teacher who is granted sabbatical leave for the year shall receive salary of 50 percent of current salary and the Employer's contribution to benefits premiums. Payments shall be made in equal monthly installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.
- 9.2.8 The Employer may grant a sabbatical leave for a period of less than one year. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 9.2.7 calculated in the ratio that the period of approved leave bears to one year.
- 9.2.9 Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which they enjoyed before the leave was taken.
- 9.2.10 The Employer, in total shall receive applications for sabbatical leave and make decisions concerning them, but it shall receive

recommendations from a committee consisting of one member of the Local Association and the Superintendent.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Annual sick leave with pay and the Employer's contribution to benefit premiums will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability, in accordance with the following schedule:*
- 10.1.1 *In the first year of service with the Employer, in accordance with the provisions of the School Act/Education Act, provided any salary adjustments required are made on the final pay cheque for that year of service. After one year of service, 90 calendar days.*
- 10.2 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (Article 7), upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
- 10.2.1 *Less than one year of service – the remaining entitlement in accordance with the School Act/Education Act.*
- 10.2.2 *After one year of service – 90 calendar days.*
- 10.3 *When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled.*
- 10.4 Before any payment is made under the foregoing regulations, the teacher shall provide:
- 10.4.1 A declaration, if required by the Employer, where the absence is for a period of three days or less.
- 10.4.2 A certificate, if required by the Employer, signed by a qualified medical or dental practitioner where the absence is for a period of over three days.
- 10.5 *After 90 calendar days of continuous disability the sick leave provisions (Article 10) shall be suspended and the benefits of the ASEBP extended disability benefit shall apply. The Employer shall continue to pay its share of the teacher's benefit premiums.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave (Effective for Leaves commencing before May 1, 2019)

11.1.1 Maternity Leave

11.1.1.1 Maternity leave shall be without pay but with the Employer's share of benefit premiums for a maximum period of 15 weeks.

11.1.1.2 Article 10.4 shall apply to a teacher on maternity leave.

11.1.1.3 (a) The Employer shall implement a registered Supplementary Unemployment Benefits (SUB) plan which shall provide teachers on maternity leave with 100 percent of gross salary during 15 weeks of leave. This SUB plan shall be appended to this Collective Agreement. The Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 7.1.2, 7.1.3, and 7.3.

(b) If the absence begins prior to 10 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.

(c) If the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose prior to commencement of such absence either the SUB plan as provided for in 11.1.1.3 (a) or sick leave as provided for in Article 10 and such choice shall be irrevocable.

11.1.1.4 Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance; however, she shall give the Employer at least six weeks' notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

11.1.1.5 Prior to the leave commencing, each teacher shall endeavor to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least four weeks' notice of the day on which she intends to return to work. Such notice shall be in writing.

11.1.2 Parental Leave

- 11.1.2.1 *Teachers shall be entitled to a parental leave without pay and without the Employer's share of benefit premium contributions for up to 37 weeks. Such leave will be completed within 52 weeks of the child's birth or adoption.*
- 11.1.2.2 *Application for such leave must be made no later than six weeks prior to the commencement of parental leave.*
- 11.1.2.3 *Teachers returning from maternity, adoption or parental leave shall be returned to the position held at the commencement of the leave. Nothing in this clause precludes any change by mutual consent.*
- 11.1.2.4 *The phrase "returned to the position held at the commencement of the leave" in clause 11.1.2.3 does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

11.1.3 Adoption Leave

- 11.1.3.1 *Teachers are entitled to adoption leave without pay and without the Employer's share of benefit premium contributions for a maximum of 37 weeks within 52 weeks after the child is placed with the adoptive parent.*
- 11.1.3.2 *Prior to the leave commencing, each teacher shall endeavor to notify the Employer with leave requirements as early as possible. Each teacher shall notify the Employer of the date the teacher plans on returning to work as early as possible, however, the teacher shall give the Employer at least four weeks' notice of the day on which they intend to return to work. Such notice shall be in writing.*

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for leaves commencing before May 1, 2019)

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

- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

11.1 Maternity Leave

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

(4) weeks notice, in writing, of the intended date of return.

11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2 Parental Leave

11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*

11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*

11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

11.3B Salary Payment and Benefit Premium Payment Set SEB Plan

11.3.1B *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*

11.3.2B *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.*

11.3.3B *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*

a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*

b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during sixteen (16) weeks of leave.*

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

11.3.5B *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA/WSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA/WSA during this time.*

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

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

11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*

- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 a) *Effective September 1, 2014, leave of absence (personal leave) may be used by a teacher to attend to personal business provided a written request has been approved by the superintendent or designate.*
- b) *A teacher shall have available four (4) days of personal leave each school year. Two (2) days of personal leave may be taken each school year without deduction of salary; all personal leave taken after the first two (2) days of personal leave shall result in a deduction equal to the rate of a substitute teacher's pay for each such day of leave taken.*
- c) (i) The maximum number of personal days a teacher may carry forward to a subsequent school year is one (1). (This clause expires when clause 12.1 (c) (ii) comes into effect.)
- (ii) *Effective April 1, 2019, the maximum number of personal days a teacher may carry forward to a subsequent school year is one (1) of the personal leave days without deduction of salary. The carried forward personal leave day shall not be carried forward a second time.*
- d) *No more than five (5) days of personal leave may be taken per school year.*
- e) *A personal leave day is equivalent to the teacher's normal work day.*
- f) *This leave may be used in a full day or half day increments.*
- 12.1.1 *One day per annum of the aforementioned four (4) personal leave days may be used by a teacher with no deduction made for the cost of the substitute upon the occasion of the birth of a child. The leave must be used within two (2) weeks of the birth.*

- 12.1.2 *One day per annum of the aforementioned four (4) personal leave days may be used by a teacher with full pay and benefits to take custody of an adopted child with no deduction made for the cost of the substitute. The leave must be used within two (2) weeks of the adoption.*

13. ASSOCIATION LEAVE AND SECONDMENT

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

14. OTHER LEAVES

For the purposes of clauses 14.1 through 14.6, a teacher is entitled to temporary leave of absence with pay and the Employer's contribution to benefit premiums and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to section 220(1)(d)(i) of the *School Act/Education Act*, where such teacher is absent:

14.1 Bereavement and Critical Illness Leave

- 14.1.1 For not more than five teaching days for each occurrence because of

the critical illness or death of spouse, including common law, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher's household and up to one teaching day to attend the funeral of aunts and of uncles of the teacher or spouse or nieces or nephews of the teacher or spouse.

14.1.2 One day or required portion thereof; subject to approval of the superintendent or designate, may be allowed in the event of the death of another relative, other than those set out in 14.1.1 or fellow employee or close friend.

14.2 Graduation, Convocation and University Exams Leave

14.2.1 For the period of one day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter or spouse is graduating.

14.3 Jury Duty Leave

14.3.1 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher's full salary and the Employer's share of benefit premiums provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.

14.4 Inclement Weather/Impassable Roads Leave (Expires August 31, 2020)

14.4.1 Because, despite reasonable effort, the teacher is unable to travel to their school from the teacher's usual place of residence because of:

- a) inclement weather,
- b) impassable road conditions.

14.4 Impassable Roads Leave (Effective September 1, 2020)

14.4.1 When a teacher is unable to reach the school from their usual place of residence because of impassable roads, provided that:

- 14.4.1.1 the absence is communicated to the principal,
- 14.4.1.2 the teacher makes every effort to return to their place of work if road conditions improve, and
- 14.4.1.3 the teacher carries out employment duties and responsibilities that can be completed from their usual

place of residence.

14.5 Family Needs Leave (This clause expires when clause 14.6 below comes into effect)

14.5.1 *A teacher may use up to three days of sick leave per year to attend to the needs of the teacher's parent, spouse, adult interdependent partner and/or child.*

14.6 Family Medical Leave (Effective April 1, 2019)

14.6.1 A teacher may use up to three days per year to attend to the medical needs of the teacher's parent, spouse, adult interdependent partner and/or child.

14.6.2 Family medical leave under clause 14.5.1, may be used only for the following reasons:

- a) to attend at medical and/or dental appointments and/or travel to and from such appointments,
- b) banking appointments related to a power of attorney or trusteeship,
- c) legal appointments related to a power of attorney or trusteeship, and/or
- d) appointments related to enrollment of a family member into a care facility.

14.7 Discretionary Leave

14.7.1 *Additional leaves of absence may be granted by the Employer with or without pay and the Employer contributions to benefit premiums at the discretion of the Employer.*

14.8 Deferred Salary Leave Plan

14.8.1 The Employer shall operate a deferred salary leave plan.

14.9 Additional Parental Leave (without pay and benefits)

14.9.1 Teachers may be granted an additional year of parental leave without pay and without the Employer's share of benefit premium contributions.

15. CENTRAL GRIEVANCE PROCEDURE

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*

- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this Article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the Employer affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the Collective Agreement.*

- b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

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

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

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

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

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

15.5 *For the purposes of this Article, written communication may be provided by email.*

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

- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*

(b) If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.

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

(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

16.1.1 Where any references in clauses 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer declared holidays.

16.1.2 Step "A" - Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary of the Employer and to the chair of the Teacher Welfare Committee of the Association as the case may be. Such written submission shall be made within 30 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the Articles of this Collective Agreement which it is alleged have been violated and the remedy sought. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor or their representative within 10 days of receiving notice of the grievance.

16.1.3 Step "B" - In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with Step "A", then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing by the grievor specifically and at the same time to the following: the chairman of the teacher's grievance committee, the chairman of the Employer grievance committee and the secretary-treasurer of the Employer.

16.1.4 Such grievance committee shall be composed of two representatives of the Employer and two representatives of the Association. The chairman of the responding party shall contact the chairman of the grieving party to set an appropriate date, place and time to meet in order to attempt to resolve the dispute. The grievance committee shall render its decision in respect of the grievance within 21 days

following the receipt of the submission. If the grievance committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.

- 16.1.5 Step "C" - In the event the grievance committee does not meet within 21 days following the receipt of the submission or in the event the said committee does not reach a unanimous decision within the said time, then either Party may by written notice require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21- day time limit expires or if the grievance committee fails to render a unanimous decision.
- 16.2 Each Party shall appoint one member as its representative on the Arbitration Board within seven days of such notice and the two members shall endeavor to select an independent chairman.
- 16.3 If the two members fail to select a chairman within five days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 16.4 The Arbitration Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and to be heard.
- 16.5 The Arbitration Board shall not change, modify or alter any of the terms of this Collective Agreement.
- 16.6 The Arbitration Board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the Employer and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an Arbitration Board shall be the findings and decisions of the Arbitration Board and shall be binding on the Parties.
- 16.7 Each Party to a grievance shall bear the expenses of its respective nominee and the two Parties shall bear equally the expenses of the chairman.
- 16.8 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both Parties.

17. EMPLOYMENT

17.1 Transfers

- 17.1.1 The Employer will establish a procedure by which teachers may request a transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.
- 17.1.2 When the Employer requests a teacher to transfer to another school, the Employer shall pay their reasonable moving expenses necessarily incurred by them due to such transfer.
 - 17.1.2.1 When a teacher is transferred subsequent to the start of a school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time shall be determined by consensus among the two principals and the teacher, subject to the approval of the superintendent. If a consensus is not reached, the superintendent shall determine the amount of time. In no case shall it be less than 1/2 day.
- 17.1.3 Notwithstanding section 212 of the *School Act/Education Act*, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without their consent.

17.2 Information and Files

- 17.2.1 The Employer shall submit, in writing, proposed Employer regulations, administrative procedures and/or Employer policies pertaining to teachers to the Association Local No 18 and the teacher chairperson of the Teacher Board Advisory Committee (TBAC).
- 17.2.2 It shall be the responsibility of the Association Local No 18 to provide the Employer with the names of the local executive, school representatives and the TBAC chairperson.
- 17.2.3 The teachers shall, through their representatives, make such representations as they wish concerning any changes proposed by the Employer within three calendar weeks of receipt of written notice of any proposed change.

17.3 Safe Work Environment / Occupational Health and Safety

- 17.3.1 The Employer shall effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment against liability in

respect of any claim for damages or personal injury.

17.4 Subrogation

17.4.1 Interpretation:

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

17.4.1.2 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.

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

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

17.4.1.5 Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian of the estate of the deceased teacher.

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

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

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

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

cost of absence;

- 17.4.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
 - 17.4.2.5 the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - 17.4.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - 17.4.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - 17.4.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 17.4.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all the cost of absence, the teacher shall, as of the date of settlement or judgement, pay the full cost of absence recovered to the Employer plus interest.
- 17.4.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall, as of the date of judgement or settlement, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 17.4.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this clause 17.4.
- 17.4.6 In exercising any of its rights under clause 17.4, the Employer shall have due regard for the interests of the teacher.

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

Signed on _____, 2021

Signed on _____, 2021

On Behalf of the Association

On Behalf of the Employer

Signed on _____, 2021

Coordinator of Teacher Welfare

Letter of Understanding 1

Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining- NEW – Effective October 11, 2018

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

New Letter of Understanding #2

Trial Expedited Arbitration Process for Differences Arising from the Interpretation or Application of the “2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement” 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 Employers have been ratified.

Signed by the parties on October 2, 2018.

New Letter of Understanding #3

Teachers with Designations: Allowances and Titles

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

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

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

New Letter of Understanding #4

Distributed Education Teachers Conditions of Practice

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

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

New Letter of Understanding #5

Wellness Spending Account (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6

Salary Adjustments

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

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

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

- 1. Interested Employers, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
- 2. TEBA and the Association will encourage participation in this project among Employers and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the Employer and related Association bargaining unit.*
- 4. Each participating Employer and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the Employer, 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

Retired Teachers

When the Employer employs a retired teacher who is in receipt of an ATRF pension, the Employer agrees to reimburse the teacher for demonstrated costs of benefits consistent with those provided in Article 7.1.2, 7.1.3 and 7.3

Letter of Understanding #10

LIEU DAY FOR PRINCIPALS AND VICE PRINCIPALS

(Effective April 1, 2019)

1. In recognition of additional days of work above and beyond the school calendar established by the Employer, one (1) lieu day will be provided by the Employer to school-based principals and one (1) lieu day to school-based vice principals during the school calendar. A lieu day shall not be accumulated or paid out under any circumstance.
2. The request for approval to use a lieu day must be made in accordance with the following conditions;
 - a) In writing,
 - b) On the form established by the Employer, signed by the principal or vice principal,
 - c) To the Superintendent or designate, through the principal's supervisor, if applicable,
 - d) At least two (2) weeks in advance of the date(s) the principal or vice principal wishes to use the lieu day,
 - e) Stating the replacement arrangement to be put in place should the requested lieu day be approved, and
 - f) Only one (1) principal or vice principal in a school can be approved for a lieu day on the same day, and
 - g) The principal or vice principal shall be notified of the decision at least one (1) week in advance of the date the principal or vice principal wishes to use the lieu day.
3. A lieu day shall not be used:
 - a) In conjunction with any holiday or holiday period, including weekends,
 - b) During any scheduled Parent-Teacher Interview days,
 - c) To engage in any activity for financial gain,
 - d) During scheduled professional development days,
 - e) On any planned event day at the principal's or vice principal's school (i.e. track & field, Christmas concert, etc), or
 - f) On Teachers' Convention days.
4. This Letter of understanding shall expire on June 30, 2020.

Letter of Understanding #11

REVIEW OF PROFESSIONAL DEVELOPMENT PROCESSES IN SCHOOLS

1. The Employer agrees to strike a committee within sixty (60) days of the Parties ratifying the 2018-2020 Collective Agreement with three (3) representatives of the Employer and three (3) teacher representatives from the Association Local.
2. The purpose of the committee will be to review the opportunities in place for teachers, school based and non-school based, to access professional development.
3. The findings of the committee will be documented in a report to the Superintendent and the President of Local #18 of the Association.
4. The Association shall fully fund back to the Employer all costs associate with the participation of the Association Local Representatives.
5. This Letter of Understanding will expire upon submission of the report outlined in section three (3) above.