

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE CANADIAN ROCKIES SCHOOL  
DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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## Preamble

This Collective Agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between The Canadian Rockies School Division (Employer) and the Alberta Teachers' Association (Association).

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

*Effective December 12, 2019, the whereas statement above is repealed and replaced by the following whereas statement:*

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

WHEREAS terms and conditions of employment and salaries of teachers have been the subject of negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an agreement concerning terms of employment of the said teachers;

NOW THEREFORE THIS 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*Effective December 12, 2019, clause 1.1 above is repealed and replaced by the following clause:*

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

- 1.2 Excluded Positions
  - 1.2.1 Superintendent of Schools
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Assistant Superintendent(s)
  - 1.2.4 Associate Superintendent(s)
  - 1.2.5 Director(s)
  
- 1.3 *Effective December 12, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
  
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
  
- 1.5 *Role of TEBA (Effective December 12, 2019)*
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3 *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*
  
- 1.6 *The Employer retains all those residual rights of management not specifically limited by the terms of this Collective Agreement.*  
*Effective December 12, 2019, clause 1.6 above is repealed and replaced by the following clause:*
  - 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*

- 1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective December 12, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

### **1.11 Structural Provisions**

#### **1.11.1 Teacher Employer Advisory Committee (TBAC)**

1.11.1.1 The Employer and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between Canadian Rockies Public Schools representatives – trustees, teachers and administrators.

1.11.1.2 The parties hereby agree that there shall be constituted a TBAC in the Employer's jurisdiction for the purpose of considering matters of concern related to school affairs including proposed educational policy changes, administrative procedures, changes in the conditions of professional service and communicating the views of the respective parties. This committee may also consider matters designed to improve the conditions for teaching and learning or other matters of interest or concern.

1.11.1.3 The Employer agrees that it will not normally make changes in present working conditions or administrative procedures which are not covered in this Collective Agreement without first having the matter considered by the committee.

1.11.1.4 Consistent with clause 1.11.1.1, the TBAC shall consist of up to three (3) authorized representatives of the Association and up to three (3) authorized representatives of the Employer, provided at least one of the Employer representatives is a trustee.

1.11.1.5 This committee shall meet within thirty (30) calendar days of a written request by either party. The parties may mutually agree to extend this timeline.

1.11.1.6 Notwithstanding the matters which may be brought before this committee, the parties intend to ensure teachers have

an opportunity to provide input prior to the Employer establishing a school calendar. This committee will be consulted prior to the establishment of a school calendar to allow for teacher input. Though the parties intend that future calendars will maintain equivalent time, where circumstances result in the Employer contemplating variances to the school calendar, such variances will be discussed in advance.

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

## **2.7 Opening with Mutual Agreement**

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

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

## **2.8 Provision of Information (Effective until December 11, 2019)**



- 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 December 12, 2019, the following clause repeals and replaces clause 2.8 above)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2 *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
  - 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
  - 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
  - 2.8.2.3 *Most recent Employer financial statement;*
  - 2.8.2.4 *Total benefit premium cost;*

- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

**3. SALARY**

**3.1 Salary Pay Date/Schedule**

3.1.1 Payment of administrative allowances shall commence on the effective date of appointment.

**3.2 Grid**

3.2.1 *The Employer shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All sums mentioned are ‘per annum’ unless specifically stated otherwise.*

3.2.2 *The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of each teacher employed by the Employer. The salary schedule is contained in 3.2.4.*

3.2.3 *The monthly salary for each teacher shall be one-twelfth (1/12) part of the salary in effect.*

3.2.4 *Salary Schedule Effective September 1, 2018*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,266	62,590	66,317
1	62,726	66,062	69,797
2	66,196	69,536	73,271
3	69,659	73,010	76,744
4	73,122	76,481	80,221
5	76,589	79,955	83,693
6	80,053	83,425	87,168
7	83,514	86,900	90,642
8	86,979	90,374	94,119
9	90,444	93,845	97,596
10	93,910	97,320	101,066

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

- 3.3.1 *The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, the Association, and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer, shall submit to the Employer proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within forty-five (45) calendar days from commencement of the school year, February 1st, or from the date of commencement of employment. If satisfactory proof is submitted within the forty-five (45) calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1st, on receipt of the statement of qualifications from TQS.*
- 3.3.2.1 *If satisfactory proof of having applied to TQS is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.*
- 3.3.2.2 *In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within thirty (30) calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the Employer to substantiate a claim under these provisions.*
- 3.3.2.3 *If an appeal or re-evaluation is not launched by a teacher within the said thirty (30) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.*
- 3.3.3 *Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
  - 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
  - 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

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

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

- 3.4.3 *Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *A year of teaching experience shall be earned by teachers performing required duties for at least 130 school days in the school term with the Employer. Teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within three (3) consecutive year intervals.*
- 3.4.6 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate.*
- 3.4.7 *The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1st.*
- 3.4.8 *Substitute teaching shall be counted as teaching experience for incremental purposes.*
- 3.4.9 *The Employer shall recognize years of previous teaching experience for salary purposes as if it was earned while in the employ of the Employer, provided such previous teaching experience was earned while employed by a Board of Trustees of a District, Division or County Board of Education as defined in the Education Act, or by an Early Childhood Services Board operated under the guidelines of Alberta Education.*
- 3.4.10 *Experience gained in jurisdictions outside the Province of Alberta, but within Canada and the United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the Employer.*
- 3.4.11 *In addition to the teaching experience recognized in 3.4.10, experience gained outside of Canada and the United States will be recognized if a teaching certificate was required in the country where the teaching took place, and if the accreditation of the school, and the program of studies are satisfactory to the Superintendent of Schools.*
- 3.4.12 *The Employer will recognize for salary purposes previous teaching experience gained by a teacher while employed by a private school accredited by Alberta Education and offering the approved Alberta curriculum.*
- 3.4.13 *The onus of substantiating previous teaching experience rests with the teacher.*

- 3.4.13.1 *Proof of previous experience, or proof of having applied for same must be submitted to the Employer within forty-five (45) calendar days of commencement of employment or the first (1st) day of school of each school year or February 1st, whichever is applicable.*
- 3.4.13.2 *If such evidence is submitted within forty-five (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 1st, whichever is applicable.*
- 3.4.13.3 *If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, and salary shall be adjusted effective the beginning of the month following submission of such evidence.*
- 3.4.13.4 *Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.*

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

*Teachers shall:*

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

- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer.*
- 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

### *Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another Employer, the receiving Employer shall assume the recognition of experience provided by the previous Employer.*
- 3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11. *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

### **3.5 Career and Technology Study Teachers**

3.5.1 *The Employer reserves the right to adjust the grid placement of a teacher who holds a valid journeyman's certificate and who teaches career and technology studies at the senior high school level for which possession of such journeyman's qualifications is a requirement.*

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

3.6.1 *Notwithstanding clause 3.6.3, a teacher engaged by the Employer to administer and teach in Summer School, Night School or Intercession will be paid an hourly rate per instructional hour, inclusive of any general holiday and vacation pay as follows:*

*\$64.20 per instructional hour*

3.6.2 *Continuing/Community Education includes projects and courses outside of the Alberta Learning program of studies that are offered to the general public. Where a teacher is engaged by the Employer to work in a Continuing/Community Education project or course, the Employer shall determine the appropriate rate of pay.*

3.6.3 A teacher regularly assigned to classroom duties who agrees to render service in excess of two hundred (200) days shall be paid at the rate of 1/200th of the rate of the teacher's total salary for each day the teacher is so employed in excess of two hundred (200) days.

3.6.3.1 Notwithstanding 3.6.3, it is recognized that teachers who are in receipt of an administrative or supervisory allowance shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, all teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

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

### **4.1 Administration Allowances**

*In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule:*

#### **4.1.1 Principal Allowances**

4.1.1.1 *Effective until August 31, 2019 Principals shall be paid seventeen percent (17%) of the principal's position on the grid plus:*

*0- 400 students      \$19.60 per student*



401 + students      \$20.42 per student

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

#### **4.1.2 Vice-Principal Allowance**

4.1.2.1 *Effective until August 31, 2019 Vice-principals shall be paid nine and one-half percent (9.5%) of the vice-principal's position on the grid plus:*

0 - 400 students      \$9.80 per student  
401 + students      \$10.21 per student

4.1.2.2 *Effective September 1, 2019, the minimum allowance for Vice Principal(s) will be adjusted in accordance with current proportionality to the Principal allowance.*

#### **4.1.3 Department Head Allowance**

4.1.3.1 *Teachers designated by the Employer as department heads shall, in addition to their placement on the grid, be paid ten percent (10%) of the fourth (4th) year minimum.*

#### **4.1.4 Central Office Coordinator Allowance**

4.1.4.1 *A teacher designated by the Employer as a central office Coordinator shall be paid an allowance equal to ten percent (10%) of six (6) year maximum.*

4.1.5 *The pupil count for all allowances to be as of September 30th in each school year and kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.*

## **4.2 Red Circling**

4.2.1 In the event that the Employer initiates the transfer of a principal or vice-principal and such transfer results in an administrative allowance that is less than the allowance the principal or vice-principal currently receives, the Employer will maintain the higher allowance payment for three (3) school years. For transfers that become effective following commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three (3) school years. This shall not apply if the principal or vice-principal requests the transfer.

### **4.3 Acting/Surrogate Administrators – Compensation**

- 4.3.1 When in the absence of the principal, the vice-principal or other designee acts in the principal's place for a period of five (5) or more consecutive school days, the vice-principal or other designee shall be designated as acting principal and shall receive an allowance computed as per sub clause 4.1.1 effective the fifth (5th) day and every consecutive day thereafter of the period during which the teacher is so designated.
- 4.3.2 In schools where there is no vice-principal, a teacher shall be designated acting principal and will be paid in accordance with the administration allowance formula specified in article 4.1.1 effective the fifth (5th) consecutive day of the principal's absence, and prorated in accordance with the service so rendered. In addition, the teacher so designated shall receive an allowance equal to one dollar (\$1.00) per pupil as determined by the pupil count of September 30th. The allowance shall be paid once annually and shall be included on the June cheque. This article does not apply to one-room schools.

### **4.4 Teachers with Administrator Designations**

- 4.4.1 *The Employer shall provide each school administrator a continuing designation in their third year of designation. Notwithstanding, if evaluations of the administrator indicate to the Employer that a further probationary period is required, and the administrator agrees, the probationary contract of employment may be extended for a further period ending no later than the June 30 next following the date of the renewal of the contract.*
- (a) Clause 4.4.1 does not preclude the transfer or assignment of administrators in accordance with Clause 4.2.*
- (b) If circumstances such as enrolment decline or restructuring require a reduction in the number of administrators, an administrator who is reassigned to a role that does not provide an administrative allowance will be paid in accordance with Clause 4.2.*

### **4.5 Travel for Administrators**

- 4.5.1 Teachers with administrator designations will be paid a \$25 per month stipend for in district travel for the months of September to June. This will be paid monthly and administered through payroll.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *Substitute teachers shall be paid a per diem rate the amount of which shall include vacation pay, as follows:*
- \$201.01 per day (Effective until April 30, 2019)
  - \$114.85 per half day
- 5.1.2 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.3 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

### **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: A substitute teacher who teaches five (5) or more consecutive days in the same teaching position shall be paid effective the sixth (6th) day and every consecutive day thereafter a daily rate equivalent to 1/200 of his/her placement on the salary schedule.*
- 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.*

## **6. PART TIME TEACHERS**

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*
- 6.1 *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

### **6.2 Part-time Teachers Salaries**

6.2.1 *A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary entitlement which corresponds to the fraction of time taught.*

## **7. GROUP BENEFITS**

### **7.1 Group Health Benefit Plans, Carrier and Premiums**

7.1.1 *When enrollment 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:*

(a) *Alberta School Employee Benefit Plan (ASEBP), Extended Disability Benefit, Plan D, Life and Accidental Death and Dismemberment Insurance, Schedule 2 or equivalent plan – 100% of each teacher’s monthly premium.*

(b) *ASEBP Extended Health Care Plan 1 or equivalent plan – 98% of each teacher’s monthly premium.*

*Effective September 1, 2019, the Employer’s contribution will increase to 100%.*

(c) *ASEBP Dental Care Plan 3 or equivalent plan – 98% of each teacher’s monthly premium.*

*Effective September 1, 2019, the Employer’s contribution will increase to 100%.*

(d) *ASEBP Vision Care Plan 3 or equivalent plan – 98% of each teacher’s monthly premium.*

*Effective September 1, 2019, the Employer’s contribution will increase to 100%.*

(e) *The Employer will maintain the same level of benefits under sub-clauses (a), (b), (c) and (d) above under any new plan established by the Employer.*

### **7.2 Group Benefits Eligibility**

7.2.1 *Participation in the plans is a condition of employment for all teachers who meet the requirements of the plans.*

7.2.2 *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer shall be required to enroll in these ASEBP Plans. All teachers enrolled in the plans shall continue*

*to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care plan and the Dental plan upon submitting proof of participation in these or similar plans through the teacher's spouse.*

*7.2.3 From the date teachers become eligible for disability benefits under the Alberta School Employee Benefit Plan, no further sick leave benefits shall be paid by the Employer for the period of that disability.*

*7.2.4 Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.*

*7.2.5 The Employer shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the monthly premiums and shall remit payment for premiums to the appropriate companies.*

### **7.3 Health Spending Account**

*7.3.1 The Health Spending Account per teacher, prorated to FTE, will be \$48.00 per month.*

*Effective September 01, 2019 the amount will be \$60.42 per month.*

Upon approval from ASEBP as to date of commencement (after December 12, 2019), the Employer shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The Employer will contribute a total of seven hundred and twenty five dollars (\$725) in equal monthly instalments for each full-time eligible teacher. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada for the benefit of the teacher, their spouse and dependents.

### **7.4 Other Group Benefits**

*7.4.1 Payments towards benefit plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.*

## **8. CONDITIONS OF PRACTICE**

### **8.1 Teacher Instructional and Assignable Time**

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

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

## **8.2 Assignable Time Definition**

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

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

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

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

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

*c) the time is spent traveling to and from the teacher's annual convention.*

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

*8.3.1 No teacher shall be required to render service for more than two-hundred (200) days in a school year, exclusive of designated and statutory holidays.*

*8.3.2 Teachers shall be free of assigned duties for a minimum of thirty (30) minutes during the regularly scheduled lunch intermission.*

*Effective September 1, 2019, clause 8.3.2 above is repealed and replaced by the following clause:*

#### **8.3.2 Duty Free Lunch**

*Effective September 1, 2019, the Employer will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

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

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

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

*8.3.3 When a student with special needs is placed in a regular class setting, the teacher will:*

*8.3.3.1 Be invited to participate in education related case conferences with personnel associated with the placement of the student;*

*8.3.3.2 Have access to information that in the opinion of the Employer or its designee is pertinent to the placement; and*

*8.3.3.3 Be provided in-service training to meet the needs of the student provided the Employer or its designee deem the training necessary.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*
- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

## **9.2 Sabbatical Leave**

- 9.2.1 A minimum Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.
- 9.2.2 Sabbatical leave may be granted at the discretion of the Employer.
- 9.2.3 The remuneration of a teacher granted sabbatical leave shall be determined by the difference between Category 4 minimum and 4 maximum salary rates in effect at the time the leave commences.
  - 9.2.3.1 Sabbatical leave for the duration of a semester or trimester may be granted by the Employer. Remuneration shall be calculated on a pro rata basis in accordance with Article 9.2.3.
- 9.2.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to the teacher's duties following the expiry of the teacher's 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 (2) years after resuming duties.
- 9.2.5 Should a teacher, by mutual consent, resign or retire from the service of the Employer before completing the teacher's two (2) years service following such leave, repayment of sabbatical leave salary shall be made to the Employer on a pro rata basis. Teachers on Extended Disability Benefits (EDB) shall not have this counted as a repayment period.
- 9.2.6 Experience increments will not be granted to teachers for the period of leave.
- 9.2.7 A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which the teacher may return to the school system at the conclusion of the leave provided the individual contract does not contravene the Collective Agreement.
- 9.2.8 For leaves commencing on or after September 1st, applications must be made on or before the first (1st) of March.



9.2.9 The Employer shall consider all applications before the fifteenth (15th) of March each year. All applicants shall be informed of the Employer's decision on or before March 31st in each year.

### **9.3 Professional Development Fund**

9.3.1 A Professional Development Fund shall be established each school year in the amount of \$15 000.

9.3.2 If funds are not used within the school year, the fund will be replenished up to \$15 000 for the following year.

9.3.3 This fund is to be jointly administered by the Superintendent or designate and members of the Teacher Employer Advisory Committee (TBAC).

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

10.1 *Sick leave benefits are sponsored by the Employer and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*

10.2 (a) *In the first year of employment with the Employer, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*

*(b) During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*

*(c) A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*

*(d) For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one illness.*

10.3 *Before any payment is made under the foregoing provisions, a teacher may be required by the Employer to substantiate their illness as follows:*

*(a) Either a statement, in a form approved by the Employer, signed by the teacher substantiating the illness or,*

*(b) At the request of the Employer, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*

*(c) Notwithstanding Article 10.3(b) above, where the Employer is concerned about the pattern and/or frequency of a teacher's absences, they may notify*

*the teacher in writing of the obligation to provide a medical certificate to support any further absences for the remainder of the school year.*

*(d) At the request of the Employer or its designate, a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed provided there is no cost to the teacher.*

*(e) The Employer may request confirmation from the teacher's physician that the teacher is following the physician's recommended treatment plan. If there is a fee for the physician's confirmation, the Employer shall reimburse the teacher following delivery of a receipt to the Employer.*

*10.4 (a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*

*(b) After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*

*10.5 Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.*

*10.6 In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, the teacher shall be considered absent without leave and subject to disciplinary action.*

*10.7 When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*

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

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

#### **11.1.1 Entitlement to Maternity Leave**

*A teacher who is an employee of the Employer is entitled to maternity leave without pay.*

*(a) A teacher referred to above is entitled to a maternity leave of: a period not exceeding fifteen weeks (15) commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery, and not later than the date of delivery and;*

*(b) If the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.*

*(c) The Employer shall continue to contribute the Employer's share of health plan premiums during the entire maternity leave fifteen (15) weeks (plus the first three (3) weeks of the remaining Parental Leave) where the teacher chooses to continue coverage as per Article 7.*

*(d) Subject to section 11.1.3 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.*

*(e) A teacher who wishes to return to work prior to six (6) weeks post delivery is required to provide a medical certificate indicating that resumption of work will not endanger her health.*

#### 11.1.2 Notice of Maternity Leave

*(a) When possible, a teacher will notify the Employer of her leave requirements six (6) weeks in advance of the first day of leave. The commencement of and return from maternity leave shall be determined by the teacher. Notification of leave requirements shall be in writing. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.*

#### 11.1.3 No Notice of Maternity Leave

*A teacher who fails to comply with section 11.1.2 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in section 11.1.1 if within two (2) weeks after she ceases to work she provides the Employer with a medical certificate which:*

*(a) Indicates that she is not able to work by reason of a medical condition arising from her pregnancy and;*

*(b) Gives the estimated date of delivery or the actual date of delivery.*

#### 11.1.4 Supplemental Unemployment Benefit Plan (SUBP)

*(a) The Employer shall implement a SUBP, which shall be accessed by the teacher, during the post-delivery period, and shall provide a teacher on maternity leave with ninety-five percent (95%) of her normal weekly earnings during the health-related portion of the maternity leave.*

*(b) The SUBP will be paid, subject to medical evidence, for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while the teacher is in receipt of Employment Insurance (EI) benefits and during the EI waiting period up to a maximum number of days equal to the teacher's sick leave entitlement. After ninety (90) consecutive calendar days of disability, an eligible teacher shall apply for Extended Disability Benefits and the SUBP payments shall cease. A teacher who does not qualify for EI shall have access to their accrued sick leave.*

#### 11.1.5 Parental Leave

*(a) The Employer shall grant parental leave to a teacher in the following circumstances:*

*(i) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;*

*(ii) in the case of a parent a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;*

*(iii) in the case of an adoptive parent a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.*

*(iv) in the case of an adoptive parent the Employer shall continue to contribute the Employer's share of health premiums for eight (8) weeks of the thirty-seven (37) week leave period where the teacher chooses to continue coverage.*

*(b) If both parents are employees of the Employer, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is not required to grant parental leave to more than one employee at a time nor in the case of adoption leave will the Employer pay more than eight (8) weeks in total of the Employer's share of premiums should both parents decide to share the leave.*

#### 11.1.6 Notice of Parental Leave

*(a) A teacher must give the Employer at least six (6) weeks notice in writing of the date the teacher will start parental leave unless:*

*(i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or,*

*(ii) the date of the child's placement with the adoptive parent was not foreseeable.*

*(b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 11.1.6 (a), the teacher must give the Employer written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*

*(c) Employees who intend to share parental leave must advise their respective employers of their intention to share parental leave.*

#### 11.1.7 Prohibition Against Termination of Employment

*(a) The Employer shall not terminate the employment of or layoff a teacher who:*

*(i) has commenced maternity leave; or*

*(ii) is entitled to or has commenced parental leave.*

#### 11.1.8 Resumption of Employment

*(a) A teacher who has accessed maternity leave or combined maternity/parental leave shall provide at least (four) 4 weeks written notice of the date the teacher intends to return to work.*

*(b) A teacher who has only accessed parental leave who wishes to return to work within the first thirty-seven (37) weeks of leave shall provide at least four (4) weeks written notice of the date the teacher intends to return to work. If the leave continues beyond thirty-seven (37) weeks return shall occur at the beginning of a school year, or the beginning of a reporting period or at such time as mutually agreed by the teacher and Superintendent.*

*(c) A teacher returning from maternity/parental leave is entitled to a teaching position with the Employer. Any teacher returning from maternity/parental leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the Employer, be offered a second probationary contract of employment.*

#### 11.1.9 Recognition of Teaching Experience

*(a) Only the paid health related portion of the maternity leave shall be considered teaching experience for the purpose of granting salary increments.*

*(b) Adoption leave shall not be considered teaching experience for the purposes of granting salary increments.*

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

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

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

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

*11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable,*

*reasonable manner over the period of no more than twelve months following the teacher's return to duty.*

*11.2.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*

*11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

### **11.1 Maternity Leave**

*11.1.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

*11.1.2 Maternity leave shall be without pay and benefits except as provided in clause 11.3.*

*11.1.3 A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

*11.1.4 The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*

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

### **11.2 Parental Leave**

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

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

### **11.3 Salary Payment and Benefit Premium**

- 11.3.1 *The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of 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 Upon request to the Superintendent or designate, with one (1) week notice where possible, a *teacher* (including teachers with administrator designations) *shall be granted two (2) days personal leave with pay and benefits per school year* subject to the operational needs. The Teacher will inform the principal of the intended dates.
- 12.2 For any teacher under contract for sixty (60) days or less in a school year, the provisions of clause 12.1 do not apply.
- 12.3 *Any teacher under contract for sixty-one (61) to one hundred (100) days in a school year shall be granted one (1) day personal leave per school year.*
- 12.4 Each teacher shall be entitled to accumulate unused personal leave to a maximum of five (5) days which may be used in any one school year.

## **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.*

13.1.1 *Leave of absence for salary negotiations shall be granted to any three (3) teachers in the bargaining unit without loss of salary, provided however, that the Employer shall be reimbursed in accordance with Clause 13.2.*

13.2 *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*

13.4 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

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

Critical illness is defined as a life threatening illness requiring the attendance of the teacher in a care giving capacity.

*A teacher Leave of absence shall be granted with pay under the following conditions:*

14.1.1 (a) *Up to three (3) school days for the critical illness and five (5) school days for the death, of a teacher's spouse, son or daughter, parent, brother, sister or parent of spouse;*

(b) *Up to three (3) school days for the critical illness and three (3) school days for death of grand parent, grandchild, grandparent of*

*spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the teacher's household.*

14.1.2 *Those days referred to in Article 14.1.1 may be extended at the discretion of the Employer should additional time be required for travel.*

14.1.3 *Before payment is made under Article 14.1.1, the Employer may require a medical certificate stating that critical illness was the reason for the absence.*

14.1.4 *In the event of a death of a family member listed in Article 14.1.1, the bereavement leave is provided at the time of the death. Notwithstanding, the Employer may approve requests by a teacher, at the time of the death, to defer some or all of the days to a later time.*

#### **14.2 Leave For Child's Arrival**

14.2.1 One (1) day leave with pay shall be provided to a teacher to attend the adoption of their child.

14.2.2 One (1) day of paternal leave with pay shall be provided to a teacher occasioned by the birth of the teacher's child.

14.2.3 The leaves provided in Article 14.2.1 and 14.2.2 shall be taken within two (2) weeks of the date of birth or placement of the adopted child. Notwithstanding, the Employer may approve requests by a teacher to access these leaves at alternate times.

#### **14.3 Extended Parental Leave**

14.3.1 Extended Parental Leave shall be granted to a teacher without pay, allowances and other benefits of this Collective Agreement for a period up to one (1) school year:

14.3.2 (a) to provide care to the teacher's child less than two (2) years of age; or

(b) to care for the teacher's adopted child.

14.3.3 The teacher shall, in consultation with the Superintendent, determine the commencement date of the leave. This consultation and notice of leave requirements shall occur three (3) months in advance of the leave where possible, and in any event, at least one (1) month prior to the commencement of the leave.

14.3.4 Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and Superintendent.

14.3.5 Teachers returning from Extended Parental Leave are entitled to a teaching position with the Employer. Any teacher returning from such

leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the Employer, be offered a second probationary contract of employment.

14.3.6 A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.

14.3.7 Where Extended Parental Leave is granted in conjunction with maternity or parental leave, the combined total leave shall not exceed twenty-four (24) months.

14.3.8 Leave taken for the purpose of Extended Parental Leave shall not be considered teaching experience for the purpose of granting a salary increment.

14.3.9 Only one parent shall be granted Extended Parental Leave under these provisions.

#### **14.4 Convocation/Written Examination Leave**

A teacher Leave of absence shall be granted with pay under the following conditions:

14.4.1 A teacher is entitled to leave of absence with pay for one (1) day per calendar year to attend the teacher's own convocation or for the writing of an examination related to the teacher's academic studies.

#### **14.5 Inclement Weather/Impassable Road Leave**

Leave of absence shall be granted with pay under the following conditions:

14.5.1 A teacher who, despite reasonable effort, is unable to travel to their school from the teacher's place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) failure of transportation facilities other than their own, is entitled to the teacher's salary for the periods of absence so occasioned.

14.5.2 Impassable roads mean roads temporarily closed by municipal or provincial authorities, or a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work.

14.5.3 Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work.

14.5.4 A teacher's place of residence is within the School Division boundaries.

14.5.4.1 A teacher whose place of residence is outside of the School Division boundaries, and who, despite reasonable effort, is unable to travel to their school, will be granted leave with pay and benefits less the cost of substitute teacher.

14.5.5 Payment of salary for absences under Article 14.5.1 is subject to approval of the School Superintendent or designate.

#### **14.6 Jury Duty/Court Appearance Leave**

Leave with pay shall be granted:

14.6.1 (a) for jury duty or any summons related thereto;

(b) to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.

14.6.2 The teacher shall reimburse the Employer an amount equivalent to any witness or jury fee set by the court.

#### **14.7 Other Leave**

14.7.1 The Employer shall be reimbursed at the cost of a substitute teacher per diem rate for each day a teacher is absent to participate in the grievance procedure in any way. The teacher shall inform the Secretary Treasurer of the Employer regarding the appropriate billing procedure. If payment is not received within ninety (90) days of the date of billing, then the amount due shall be deducted from the teacher's salary.

14.7.2 *Family Medical – Effective June 1, 2019, on application to the Superintendent, at least one (1) week in advance, where possible, a teacher on a contract shall be granted up to two (2) days of leave of absence per school year, with full pay to attend the medical needs of a member of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, parent, spouses' parent, child or member of the teacher's household.*

#### **14.8 Discretionary Leave**

14.8.1 Additional leave of absence may be granted by the Employer with or without pay.

### **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 A “grievance” is defined as any difference between any employee covered by this Collective Agreement and the Employer, or in a proper case, between the Local of the Association and the Employer, concerning the interpretation, application, operation, or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work:

16.1.1 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

### **16.2 Step A**

The grievance shall be in writing and must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances which gave rise to the grievance;
- (c) the remedy or correction the Employer is requested to make;
- (d) the section(s) where the Collective Agreement is claimed to be violated.

Such written grievance shall be submitted to the Secretary Treasurer of the Employer and to the Chair of the Teacher Welfare Committee (TWC) of the Association Local within twenty (20) teaching days following the date of the occurrence giving rise to the grievance or when the grievant first became aware of the occurrence giving rise to the grievance.

The Superintendent or designate and the grievant(s), with or without an Association representative, shall meet within fifteen (15) teaching days in an attempt to resolve the dispute. The Superintendent or designate shall have fifteen (15) teaching days in which to render its decision in writing.

### **16.3 Step B**

In the event the grievance is not settled after the date of submission of the grievance in accordance with Step A, then on or before a further ten (10) teaching days have elapsed from the time the written decision is received, the grievance shall be referred in writing by the grievant to the Chair of the TWC of the Local and Secretary Treasurer of the Employer. The Secretary Treasurer of the Employer shall convene a meeting of the grievance committee. The grievance committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) teaching 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.

#### 16.4 Step C

In the event the grievance committee does not meet within twenty-one (21) teaching days following receipt of the submission or in the event the grievance 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 ten (10) teaching days after the aforesaid twenty-one (21) teaching day time limit expires or if the grievance committee fails to render a unanimous decision.

- 16.5 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice, and the two (2) members shall endeavour to select an independent chairman.
- 16.6 If the two (2) members fail to select a chairman within five (5) days after the day on which the latter of the two (2) members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 16.7 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.8 The Arbitration Board shall not change, modify, or alter any of the terms of this Collective Agreement. All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising from, the terms of this Collective Agreement.
- 16.9 The Arbitration Board shall give its decision not later than fourteen (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 finding and decisions of a majority of

an Arbitration Board shall be the findings and decisions of the Arbitration Board and shall be binding on both parties.

- 16.10 Each party to a grievance shall bear the expenses of its respective nominee and the two (2) parties shall bear equally the expenses of the chairman.
- 16.11 Where any references in articles 16.1 to 16.10, inclusive, are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer declared holidays.
- 16.12 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Information and Files**

- 17.1.1 The Employer shall make the Collective Agreement available to all teachers by posting it to the Division website.
- 17.1.2 The onus of substantiating previous teacher experience rests with the teacher.

### **17.2 Transfers**

- 17.2.1 The Employer may transfer teachers subject to the following conditions:
- (a) A teacher shall not be transferred to another school within three (3) calendar years of a previous involuntary transfer, unless the teacher agrees to said transfer.
  - (b) Teachers who are involuntarily transferred to another school shall be entitled to meet with the Superintendent of Schools prior to said transfer and receive, in writing, the reasons for the transfer.
  - (c) When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher will be provided three (3) days of unassigned preparation time to prepare for the new assignment.
  - (d) The Employer shall pay to a teacher who has been involuntarily transferred to another school the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of said involuntary transfer.
  - (e) If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 17.2.1 (a) above shall not apply.
- 17.2.2 The Employer shall pay to a teacher who has been transferred to another school, the reasonable moving expenses necessarily

incurred by the teacher and their family as a result of transfer when the transfer is made at the request of the Employer.

### 17.3 Notice to Teachers on Probationary Contract

17.3.1 A teacher on a probationary contract shall be notified in writing by the Superintendent or designate on or before June 5 as to whether or not the teacher will be offered a continuing contract.

17.4 The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been terminated:

17.4.1 Compassionate Leave

17.4.2 Maternity Leave

17.4.3 Sabbatical or other special leaves of absence.

### 17.5 Subrogation (Effective June 1, 2019)

- 17.5.1 a) *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- b) *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.
- c) *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.
- d) *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- e) *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

17.5.2 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:

- a) 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;

- b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- c) 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;
- d) 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;
- e) the teacher will not settle the teacher's claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- f) 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;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- h) the Employer's consent to settlement shall not be unreasonably withheld.

17.5.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgement, pay the full cost of absence recovered to the Employer plus interest.

17.5.4 When as a result of a judgement or settlement with the consent of the employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the employer the amount of the cost of absence recovered plus interest.

17.5.5 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 article 17.5.

17.5.6 In exercising any of its rights under article 17.5, the Employer shall have due regard for the interests of the teacher.

**DATE OF AGREEMENT**

The parties hereto execute this Collective Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by affixing hereto the signatures of their proper officers on their behalf.

For:

For Canadian Rockies School Division

For The Alberta Teachers' Association

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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**

*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—Principal and Vice Principal Lieu Days**

- (a) In recognition of additional days of work above and beyond the school calendar established by the Employer, two (2) lieu days will be provided by the Employer to principals and vice principals during the school calendar.
- (b) Lieu days shall not be accumulated or paid out under any circumstance. Lieu days will not be requested in conjunction with other leave requests. All lieu days are subject to advance notice of at least two (2) weeks and the prior approval of the superintendent or designate.

## **New Letter of Understanding #10—Transfers**

This Letter of Understanding is made pursuant to Article 17.2 of the Collective Agreement.

The Association and the School Division agree that where involuntary transfers are required due to the closure of the Exshaw School and/or decreasing enrolment resulting from the closure of the Banff Hockey Academy, the following will apply

17.2.1 The Employer may transfer teachers subject to the following conditions:

- (a) A teacher shall not be transferred to another school within two (2) calendar years of a previous involuntary transfer, unless the teacher agrees to said transfer.

This Letter will be in effect until August 31, 2022