

# **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 HORIZON SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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

*Effective May 28, 2019, whereas this Collective Agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act/Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

*Effective September 28, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

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

Whereas the Parties desire that these matters be set forth in a Collective Agreement to govern the terms of employment of the said teachers.

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

## **1. APPLICATION/SCOPE**

- 1.1 *Effective May 28, 2019, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

*Effective September 28, 2020, clause 1.1 above is repealed and replaced by the following clause:*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 Expires when clause 1.2.2 comes into effect)

- (a) Superintendent
- (b) Deputy Superintendent

1.2.2 Effective September 1, 2019

- (a) Superintendent
- (b) Deputy Superintendent(s)
- (c) Associate Superintendent(s)
- (d) Assistant Superintendent(s)
- (e) Director(s)

1.3 *Effective September 28, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*

1.4 *Effective May 28, 2019, the Association is the bargaining agent for each bargaining unit and:*

1.4.1 *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Associations (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 September 28, 2020)**

1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the employers in any agreement with respect to central terms.*

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

- 1.5.3 *For the purpose of bargaining collectively with the Association, the 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 management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.6.1 *The Parties hereby recognize that basic to the proper management and administration of a school system it is the Employer's right and responsibility to formulate and adopt fair, just and reasonable policies and regulations. [This clause expires September 28, 2020].*
- 1.7 *Effective May 28, 2019, implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *Effective May 28, 2019, this Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*
- 1.9 *Effective May 28, 2019, this Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*
- 1.10 *Effective September 28, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

- 2.1 *The term of this Collective Agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this Collective Agreement shall continue in full force and effect through August 31, 2020.*
- 2.2 List Bargaining (Effective May 28, 2019)**
- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing Collective Agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

## **2.3 Central Matters Bargaining (Effective May 28, 2019)**

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

## **2.4 Local Bargaining (Effective May 28, 2019)**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an Employer or the Association must be served after, but not more than 60 days after, the Collective Agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5 Bridging (Effective May 28, 2019)**

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

## **2.6 Meet and Exchange (Effective May 28, 2019)**

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

## **2.7 Opening with Mutual Agreement (Effective May 28, 2019)**

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

## **2.8 Provision of Information (Effective May 28, 2019 and until September 28, 2020)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each Employer, each Employer shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each Employer shall provide the following information to the Association and to TEBA annually:*
- (a) Teacher distribution by salary grid category and step as of September 30;*
  - (b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
  - (c) Most recent Employer financial statement;*
  - (d) Total benefit premium cost;*

- (e) *Total substitute teacher cost; and*
- (f) *Total allowances cost.*

**2.8 Provision of Information (Effective September 28, 2020, this clause 2.8 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 Teachers under contract, except substitutes, shall be paid by the 27<sup>th</sup> day of each month, with the exception of December when the teacher shall be paid on the last teaching Friday.
- 3.1.2 Payment for substitute teachers shall be available no later than the 10th day of the month following service rendered.
- 3.1.3 Payment of allowances shall commence on the effective date of appointment of the principal, vice-principal, assistant principal or designee.



**3.2 Grid**

- 3.2.1 *The salaries and the terms and conditions of the teachers' employment with the Employer are governed by the provisions of this Collective Agreement and any statutory provision relating thereto.*
- 3.2.2 *The following shall determine the placement on the salary schedule*
  - (a) *the number of years of teacher education in accordance with clause 3.3.*
  - (b) *the number of years of teaching experience in accordance with clause 3.4.*
- 3.2.3 *The Employer shall pay the teachers monthly one-twelfth (1/12) of the salary in effect for that month as herein set forth and computed. For the purposes of this Collective Agreement, allowances shall be considered to be part of the salary.*
- 3.2.4 *Effective September 1, 2018:*

	<b>Cat. 4</b>	<b>Cat. 5</b>	<b>Cat. 6</b>
0	59,243	62,704	66,400
1	62,779	66,224	69,905
2	66,334	69,778	73,436
3	69,848	73,309	76,968
4	73,377	76,799	80,463
5	76,886	80,329	83,985
6	80,394	83,850	87,530
7	83,914	87,389	91,061
8	87,452	90,813	94,526
9	90,913	94,345	98,062
10	93,914	97,296	101,085

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

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

*Memorandum of Agreement among the Department of Education, the Association, and the Alberta School Trustees' Association, dated March 23, 1967. All teachers must have an evaluation by the Teacher Qualifications Service.*

3.3.2 *Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall within 60 days of September 1 or February 1 or commencement of duties, submit to the Employer proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service.*

**3.3 Education (Effective September 1, 2019, this clause 3.3 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 3.4.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.*
- 3.4.6 *A year of teaching experience is any one year during which a teacher has rendered service for not less than 120 days. A teacher who has rendered service for not less than 60 days in any one semester shall receive credit for one-half (1/2) year of teaching experience. One-half (1/2) year teaching experience not to be paid except that two (2) one-half (1/2) years of teaching experience in different school years shall count as one year of teaching experience.*

3.4.6.1 *Teaching experience obtained by a teacher prior to engagement by the Employer is counted as if it has been teaching experience in schools under the Employer's jurisdiction. Prior teaching experience shall be documented by previous employer(s).*

3.4.6.2 *No teacher shall receive credit for teaching experience gained while not holding a valid teaching certificate.*

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

*Teachers shall:*

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

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

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

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

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

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

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

*Prior Experience*

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

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

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

**3.5 Special Consideration for Other Education and Experience (Effective September 1, 2019)**

- 3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the*

*education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.*

*3.5.1.1 Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*

*3.5.1.2 This evaluation shall be conducted when a teacher is hired to teach a Career and Technology Services (CTS) or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

*3.5.1.3 A copy of the decision will be provided to the teacher.*

*3.5.2 After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

### **3.6 Other Allowances**

3.6.1 Teacher Assigned to Multiple Schools Allowance:

3.6.1.1 Any teacher required to teach in more than one school shall receive a travel allowance, paid at the Employer's current per kilometer rate, for such days when the distance traveled between schools exceeds 8 kilometers.

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

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

4.1.1 It is the right of the Employer to create and fill principal, vice-principal, assistant principal, supervisory, coordinator, and consultative positions provided that the allowances for said positions are included in this Collective Agreement.

### **4.2 Administration Allowances**

4.2.1 *Principal Allowances*

*4.2.1.1 Expires when clause 4.2.1.2 comes into effect*

*In addition to salary as per the salary schedule in clause 3.2.4, each principal shall receive, monthly, an allowance of one-twelfth (1/12) of the following schedule based on the number of teachers, including the principal, vice-principal or assistant principal and the ECS teacher(s).*

- *4.00 percent of the fourth year minimum for each of the first five teachers,*
- *2.02 percent of the fourth year minimum for each of the next five teachers,*
- *1.52 percent of the fourth year minimum for each of the next five teachers,*
- *percent of the fourth year minimum for each remaining teacher.*
- *For the purposes of this clause a proportionate allowance shall be paid for part-time teachers.*

**4.2.1.2** *Effective September 1, 2019*

*In addition to salary as per the salary schedule in clause 3.2.4, each principal shall receive, monthly, an allowance of one-twelfth (1/12) of the following schedule based on the number of teachers, on October 15th at the principal's school(s), including the principal, vice-principal or assistant principal and the ECS teacher(s).*

- *4.00 percent of the fourth year minimum for each of the first five teachers,*
- *2.02 percent of the fourth year minimum for each of the next five teachers,*
- *1.52 percent of the fourth year minimum for each of the next five teachers,*
- o *percent of the fourth year minimum for each remaining teacher.*
- *For the purposes of this clause a proportionate allowance shall be paid for part-time teachers.*

**4.2.1.3** *Expires when clause 4.2.1.4 comes into effect*

*In addition to allowances provided for in clause 4.2.1.1, a principal shall receive the following allowance enhancement as determined by the number of full time equivalent teachers at the principal's school(s).*

**4.2.1.4** *Effective September 1, 2019*

*In addition to allowances provided for in clause 4.2.1.2, a principal shall receive the following allowance*

enhancement as determined by the number of full time equivalent teachers, on October 15<sup>th</sup> at the principal's school(s).

4.2.1.5 *Effective September 1, 2018*

<b>#FTE Teachers</b>	<b>Base Enhancement</b>
5 teachers or under	\$2,818.00
5.01 to 6	\$2,506.00
6.01 to 7	\$2,192.00
7.01 to 8	\$1,879.00
8.01 to 9	\$1,567.00
9.01 to 10	\$1,253.00
10.01 to 11	\$ 939.00
11.01 to 12	\$ 627.00
12.01 to 13	\$ 313.00
Over 13	\$0

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

4.2.2 *Vice Principal and Assistant Principal:*

4.2.2.1 *In addition to the teacher's salary in clause 3.2.4, each vice-principal shall receive one-half the allowance paid to the principal and each assistant principal shall receive one-quarter of the allowance paid to the principal.*

4.2.2.2 *Where the vice-principal or assistant principal function is performed by more than one person the allowance shall be divided equally among those persons.*

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



#### 4.2.3 *Other Administrative Allowances:*

4.2.3.1 *In addition to the salary under clause 3.2.4 there shall be paid the following allowances to designated teachers employed by the Employer prorated to the equivalent of time spent in the positions:*

- *Supervisors: \$15,209*
- *Coordinators: \$7,302*
- *Consultants: \$3,743*

#### 4.2.4 *Colony Administrative Allowance*

4.2.4.1 *In addition to salary under clause 3.2.4, teachers designated to perform administrative duties in colony schools shall receive an allowance equivalent to 2.00 percent of the fifth year minimum for each full-time equivalent teacher at the school.*

4.2.4.2 *The Colony administrative allowance is not subject to the minimum principal's allowance in 4.2.1.6.*

4.2.5 *Teachers receiving allowances pursuant to the previous Collective Agreement shall continue to receive such allowance for the term of their designation, provided that provision is not made elsewhere in this Collective Agreement for an allowance for the designation.*

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

#### **4.3.1 Expires when clause 4.3.2 comes into effect**

4.3.1.1 In a school where there is no vice-principal or assistant principal, a teacher shall be designated by the School Principal to be acting principal in the absence of the principal, and shall be paid an amount equivalent to 1/200 of 25 percent of the principal's allowance for each 1/2 day of the principal's absence.

4.3.1.2 In a school where the principal and vice-principal(s) or assistant principal(s) are absent, a teacher shall be designated by the School Principal to be acting principal and shall be paid an amount equivalent to 1/200 of 25 percent of the principal's allowance for each one-half (1/2) day of absence.

4.3.1.3 When, in the absence of the principal, the vice-principal, assistant principal or any other designee acts in the

principal's place for a period of five (5) or more consecutive school days, the vice-principal, assistant principal or designee shall receive an allowance of 1/200 of the principal's allowance as calculated in clause 4.2.1.1 effective on the fifth (5<sup>th</sup>) day and for every consecutive school day thereafter until the return of the principal.

#### **4.3.2 Effective September 1, 2019**

- 4.3.2.1 In a school where there is no vice-principal or assistant principal, a teacher shall be designated by the Employer to be acting principal in the absence of the principal and shall be paid an amount equivalent to 1/200 of 25 percent of the principal's allowance for each 1/2 day of the principal's absence.
- 4.3.2.2 In a school where the principal and vice-principal(s) or assistant principal(s) are absent, a teacher shall be designated by the Employer to be acting principal and shall be paid an amount equivalent to 1/200 of 25 percent of the principal's allowance for each one-half (1/2) day of absence.
- 4.3.2.3 When, in the absence of the principal, the vice-principal, assistant principal or any other designee acts in the principal's place for a period of five (5) or more consecutive school days, the vice-principal, assistant principal or designee shall receive an allowance of 1/200 of the principal's allowance as calculated in clause 4.2.1.2 effective on the fifth (5<sup>th</sup>) day and for every consecutive school day thereafter until the return of the principal.
- 4.3.2.4 Absence shall be defined as a principal for clauses 4.3.2.1 and 4.3.2.3, a principal and vice-principal(s) or assistant principal(s) for clause 4.3.2.2 who is/are on leave for one of the following leave provisions:
- (a) Section 9.3 – Sabbatical/Professional Improvement Leave/Graduate Study Leave [expires September 1, 2020]
  - (b) Article 10 - Sick Leave
  - (c) Article 11 - Maternity, Adoption, and Parental Leave
  - (d) Article 12 - Private Business/General/Personal Leave
  - (e) Article 13 - Association Leave and Secondment

- (f) Article 14 - Other Leaves (critical illness; graduation, convocation and university exam leave; jury duty leave; leave for child's arrival; family medical leave; and annual representative assembly leave).

**4.4 Teachers with Principal Designations (Effective September 1, 2017 and until September 28, 2020)**

4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

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

**4.4 Teachers with Principal Designations (Effective September 28, 2020, this clause 4.4 repeals and replaces clause 4.4 above)**

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

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

**4.5 Other Administrator Conditions**

4.5.1 Allocation and Appointment of Administration (**Expires when clause 4.5.2 comes into effect**)

4.5.1.1 The Employer shall establish a vice-principal position at each school having over ten FTE teachers, including ECS.

4.5.1.2 The Employer shall establish an assistant principal position at each school having between 6 and 10 FTE teachers, including ECS.

4.5.1.3 The Employer may add vice-principal or assistant principal positions at any school as it deems appropriate.

4.5.2 Allocation and Appointment of Administration (Effective September 1, 2019)

4.5.2.1 The Employer may add vice-principal or assistant principal positions at any school as it deems appropriate.

**5. SUBSTITUTE TEACHERS**

**5.1 Rates of Pay**

5.1.1 A substitute teacher means a teacher employed on a day-to-day basis.

5.1.2 The following rates of pay, including holiday pay, will be paid per day to substitute teachers based on the Employer approved School Week/Year Structures:

Schools with a 5.0 day week	\$203.14 (effective until April 30, 2019)
Schools with a 4.5 day week	\$225.7(expires August 31, 2020)
Schools with a 4.0 day week	\$253.89 (expires August 31, 2020)

5.1.3 *The following rates of pay, not including holiday pay, will be paid per day to substitute teachers based on the Employer approved School Week/Year Structures: (Effective September 1, 2020)*

Schools with a 5.0 day week	\$200.00 (Effective May 1, 2019)
Schools with a 4.5 day week	5.0 day week x 1.11 (Effective September 1, 2020)
Schools with a 4.0 day week	5.0 day week x 1.25 (Effective September 1, 2020)

5.1.4 *Effective May 1, 2019, substitute teachers' daily rates of pay for schools with a 5.0 day week will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

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

5.1.6 In no instance shall a substitute be paid less than one half (1/2) of the full day rate for an assignment in the morning or afternoon.

5.1.7 When the assignment of a substitute teacher includes classes both before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in clause 5.1.2 (effective until August 31, 2020) and 5.1.3 (effective September 1, 2020).

5.1.8 When the assignment of a substitute teacher is made for a 0.5 work day, at a school with a 4.5 day week, the substitute teacher shall be paid one-half (1/2) of the full day rate specified in clause 5.1.2 (effective until August 31, 2020) and 5.1.3 (effective September 1, 2020).

**5.2. Commencement of Grid Rate**

5.2.1 *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis, who fills the same teaching position for more than five (5) consecutive days, shall be paid effective the sixth 6<sup>th</sup> consecutive teaching day according to the*

*placement on the salary schedule subject to the terms of this Collective Agreement.*

5.2.2 *Notwithstanding clause 5.2.1, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment with the Employer shall be paid effective the first (1<sup>st</sup>) day according to placement on the salary schedule.*

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

### **5.3 Other Substitute Teacher Conditions**

5.3.1 *Substitute Teachers Injury on the Job: Should a substitute teacher be unable to work as a result of an injury sustained while performing their duties for the Employer, the teacher shall be paid an amount of money equal to the per diem rate specified in clause 5.1.2-5.1.5, up to a maximum of 5 consecutively scheduled teacher days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician chosen or approved by the Employer.*

5.3.2 *Effective September 1, 2019:*

5.3.2.1 *In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.*

5.3.2.2 *The provisions of clause 5.3.2.1 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.*

## **6. PART TIME TEACHERS**

6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to*

*the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

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

## **7. GROUP BENEFITS**

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

7.1.1 *The Employer shall effect and maintain:*

7.1.1.1 *Alberta School Employee Benefit Plan (ASEBP)*

- (a) Extended Disability - Plan D*
- (b) Life, Accidental Death and Dismemberment – Plan 2*
- (c) Extended Health Care - Plan 1*
- (d) Dental Care - Plan 3*
- (e) Vision Care Plan 3*

7.1.1.2 *The Employer shall pay a percentage of the premiums for the plans mentioned in clause 7.1.1.1. a., b., c., d., and e.; as follows: 98.5%.*

7.1.1.3 *Effective September 1, 2019, the Employer will increase contributions of the premiums for the plans mentioned in clause 7.1.1.1 a., b., c., d., and e., as follows: 100%*

7.1.13 *Part-time teachers who are eligible shall be paid in accordance with 7.1.1.2. and 7.1.1.3 on a pro-rata basis.*

### **7.2 Group Benefits Eligibility**

7.2.1 *All teachers shall be members of the ASEBP Extended Disability - Plan D; and Life, Accidental Death and Dismemberment – Plan 2; as defined in 7.1.1.1. a., and b. and in accordance with ASEBP regulations.*

7.2.2 *With respect to clause 7.1.1.1 c. d., and e.; it is understood that participation in ASEBP - Extended Health Care -Plan 1, Dental Care - Plan 3 and Vision Care – Plan 3 is not a condition of employment.*

### **7.3 Health Spending Account (Expires on September 30, 2020)**

- 7.3.1 *The Employer will establish for each eligible teacher (teachers on full-time, part-time, temporary, probationary and interim contracts – not including substitute teachers) a Health Spending Account (HSA), prorated for teachers working less than a full-time equivalent, for the use of the eligible teacher, their spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP). The Employer will contribute \$300.00 per eligible teacher per year to such account, contributions to be made quarterly. Unused balances can be carried over one additional HSA year with balances that remain unused after two HSA years forfeited back to the Employer. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance. In this clause, “eligible teacher” means any teacher on a continuing, probationary, interim or temporary contract of at least twelve (12) months duration.*
- 7.3.2 *Effective September 1, 2019, the Employer contribution will increase to \$725.*

### **7.3 Combined Health Spending Account /Wellness Spending Account (Effective October 1, 2020)**

- 7.3.1 *The Employer will establish for each eligible teacher (teachers on full-time, part-time, temporary, probationary and interim contracts – not including substitute teachers) a combined Health Spending Account (HSA), /Wellness Spending Account (WSA) prorated for teachers working less than a full-time equivalent, for the use of the eligible teacher, their spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP). The Employer will contribute \$725.00 per eligible teacher per year to such account, contributions to be made quarterly. Unused balances can be carried over one additional HSA/WSA year with balances that remain unused after two HSA/WSA years forfeited back to the Employer. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance. In this clause, “eligible teacher” means any teacher on a continuing, probationary, interim or temporary contract of at least twelve (12) months duration.*

### **7.4 Other Group Benefits**

- 7.4.1 **Employment Insurance Premium Reduction:** It is understood that payments towards the aforementioned benefit plans shall permit the Employer to retain and not pass on to the teachers any rebates or premiums otherwise required under Service Canada 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 (Effective September 1, 2017)**

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

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

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

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

- (a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

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

### **8.3 Duty Free Lunch**

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

- 8.3.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

### **8.4 Other Conditions of Practice**

#### **8.4.1 Maximum Instructional and Non-Instructional Days**

- 8.4.1.1 *Teachers will not be required to render service for more than 200 designated teacher days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*
- 8.4.1.2 *Notwithstanding clause 8.3.1.1, Principals shall be responsible to organize their schools in order that the schools are ready for operation.*

#### 8.4.2 *Staff Deployment*

8.4.2.1 *Staff deployment and administrative time shall be the responsibility of the Superintendent and Principal in consultation with the principal's staff.*

### **8.5 School Calendar**

8.5.1 No later than May 31 of the current school year, the Employer will announce when the first day of service will occur in the next year.

## **9. PROFESSIONAL DEVELOPMENT**

### 9.1 ***Teacher Professional Growth Plan (Effective May 28, 2019)***

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

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

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

### 9.2 **Professional Development Funds**

9.2.1 The Employer will contribute \$50,000.00 to the joint Association/ Employer Professional Development fund on an annual basis. (Expires August 31, 2019)

9.2.2 Effective September 1, 2019 and expiring August 31, 2020.

The Employer will contribute \$55,000.00 to the joint Association Local #4/ Employer Professional Development fund on an annual basis for the purpose of supporting teachers in implementing professional growth plans in the context of enhancing teachers' ability to meet the Teaching Quality Standard.

9.2.3 Effective September 1, 2020

Subject to clause 9.2.2, the Employer will contribute up to \$55,000.00 to the joint Association Local #4/ Employer Professional Development fund on an annual basis for the purpose of supporting teachers in implementing professional growth plans in the context

of enhancing teachers' ability to meet the Teaching Quality Standard.

9.2.4 Effective September 1, 2019 and expiring August 31, 2020.

The Association Local #4 will contribute \$20,000 to the joint Association Local #4/ Employer Professional Development fund on an annual basis.

9.2.5 Effective September 1, 2020

Subject to clause 9.2.4, the Association Local #4 will contribute up to \$20,000 to the joint Association Local #4/ Employer Professional Development fund on an annual basis.

9.2.6 Effective August 31, 2020

The Parties agree that the accumulated dollars in the joint Association Local #4/ Employer Professional Development fund will not exceed \$150,000 as at each September 1st. Therefore, any amount remaining in the joint fund as of August 31st will be carried forward to the next September 1st and the contributions under clauses 9.2.3 and 9.2.5 shall be \$55,000 and \$20,000 respectively unless they need to be adjusted downward to ensure that the fund does not exceed \$150,000.

The contributions shall be adjusted on a proportional basis.

9.2.7 Effective September 1, 2019

The Association Local #4 shall provide an annual report to the Employer indicating the total amount of the funds expended and the proportion of funds expended on enhancing teachers' ability to meet the Teaching Quality Standard and each of the Employer's core goals and key action items.

**9.3 Sabbatical/Professional Improvement Leave/Graduate Study Leave [Expires September 1, 2020]**

9.3.1 Professional Improvement Leave shall mean full study or other activities designed to improve the teacher's academic or professional qualifications at a recognized university or college.

9.3.2 Teachers who have five or more years of continuous service with the Employer or one of its founding Boards of Education and are at a maximum salary schedule position may apply.

- 9.3.3 A teacher must apply for Professional Improvement Leave by April 1 with the leave to be taken during the following school year.
- 9.3.4 The Employer will, within the terms of this Collective Agreement, consider and approve all applicants except in those circumstances where the Employer determines that approval would be detrimental to the best interest of the Employer. In such cases, the Employer will provide the applicant with the rationale for not approving the application.
- 9.3.5 A teacher granted Professional Improvement Leave shall receive as salary, payable on the last teaching Friday of each month, 1/12 of \$23,795.00.
- 9.3.6 A teacher taking Professional Improvement Leave shall retain their position of seniority.
- 9.3.7 A teacher who is granted a leave shall, upon returning, be given a position no less favorable than the one the teacher had before the leave.
- 9.3.8 The returning teacher shall notify the Superintendent of their choice of returning by May 1, of the year in which the leave expires.

## **10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING**

- 10.1 *In the first year of service with the Employer, a teacher shall be entitled to 20 teaching days of sick leave at full salary. During the second and subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in 10.1. Notwithstanding the above, after 20 teaching days of continuous absence in a teacher's first year of service, no further salary shall be paid. After 90 calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who in his second or subsequent year of service returns to work after a continuous absence of 90 calendar days shall have his sick leave entitlement under clause 10.1 reinstated upon submission of a medical certificate of good health.*

- 10.3 *In the case of a teacher who has had previous service with The Horizon School Division and re-enters its employ within 26 months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated, clause 10.1, during the period of employment with The Horizon School Division shall be reinstated to the credit of the teacher.*
- 10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of four or more consecutive teaching days may be required by the Employer to provide a medical certificate.*
- 10.5 *A teacher who is absent from school duties to obtain medical or dental treatment, or because of accident, disability or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving reasons for such absence.*

## **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 *A teacher shall be entitled to maternity leave of fifteen (15) weeks following twelve (12) months of continuous service with the Employer.*
- 11.1.2 *When a teacher is unable to attend work due to pregnancy, the teacher shall be eligible for one of the following options:*
- (a) if the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefit.*
  - (b) if the absence begins within the 10 week period before the estimated date of delivery, the teacher shall choose either the sub plan or sick leave. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.*
- 11.1.3 *The Employer will register and implement a 95% Supplementary Unemployment Benefits plan which each teacher shall access for pay for a period of 17 weeks of maternity leave. The Employer shall pay its portion of each teacher's benefit plan premiums for the 17 week period. The remainder of the maternity leave, exclusive of the 17 week period, shall be without pay and Employer contribution of premiums.*

11.1.4 *Each teacher shall endeavour to notify the Employer verbally of her leave requirements three (3) months in advance, however, the teacher shall give the Employer at least six (6) weeks written notice of the date she will start her maternity leave or parental leave.*

11.1.5 *Parental Leave – A teacher, in accordance with the Employment Standards Code, is eligible for an unpaid leave of thirty-seven (37) weeks commencing any time after the birth or adoption of a child but such leave must be completed within fifty-two (52) weeks of the date the baby was born or the adopted child was placed with the teacher. During this parental leave, the teacher shall be eligible to maintain benefit coverage provided the teacher pays one hundred percent (100%) of the premiums associated with the benefit plans.*

11.1.6 *Teachers returning from maternity leave or parental leave shall give the Employer at least four (4) weeks written notice of return and, following notice, shall be returned to the position held at the commencement of the leave. This does not imply that a teacher on maternity leave or parental leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

**11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective May 28, 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, clauses 11.1 through 11.4.6 below shall apply for maternity/parental/adoption leaves commencing on or after May 1, 2019 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.**

### **11.1 Maternity Leave**

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



## **11.2 Parental Leave**

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

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

- 11.3.1 *At the commencement of maternity leave, the teacher shall be eligible for either clause 11.3.2 or 11.3.3.*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher*

shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.

- a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.
- b) The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 17 weeks of leave.

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

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

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

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

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

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

11.4.4 A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

11.4.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit

*premiums, and shall reimburse the Employer upon receipt of an invoice.*

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

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

For the purposes of this clause:

- *With full pay means: a teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer.*
- With partial pay means: temporary leave of absence with pay shall be granted to teachers, provided that an amount equivalent to the rates of pay of a substitute as specified in clause 5, is forthcoming to the Employer through payroll deduction or payment from other sources.

### *12.1 With Full Pay:*

*12.1.1 Personal leave for not more than one (1) day in any school year for attending to private concerns, subject to the following conditions:*

- (a) in writing,
- (b) to the Superintendent, through the teacher's principal or supervisor,
- (c) where possible, two (2) weeks in advance of the date the teacher wishes to use the personal leave day, and
- (d) the availability of a substitute teacher (if required) at the time of the request.

*12.1.2 Without the permission of the Employer, a personal leave under clause 12.1.1 shall not be used:*

- (a) during any scheduled Parent-Teacher Interview days, or
- (b) during scheduled professional development days.

### *12.2 With Partial Pay:*

*12.2.1 Personal leave for not more than four days in any school year shall be granted for attending to private concerns. Where possible, at least one day's advance notice shall be given to the principal or in the case of a principal to the Superintendent or their office.*

### **13. ASSOCIATION LEAVE AND SECONDMENT (Effective May 28, 2019)**

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

### **14. OTHER LEAVES**

For the purposes of this clause:

- With full pay means: a teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer.
- With partial pay means: temporary leave of absence with pay shall be granted to teachers, provided that an amount equivalent to the rates of pay of a substitute as specified in clause 5, is forthcoming to the Employer through payroll deduction or payment from other sources.

#### **14.1 Critical Illness (with Full Pay)**

14.1.1 *For not more than five teaching days per school year, if necessary, because of critical illness or death of a spouse or any of the following legal relatives of the teacher or the teacher's spouse: son, daughter, step-child, parent, step-parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relative who is a member of the teacher's household.*

14.1.2 *Where critical illness is not followed by death within 30 days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within 30 days of their being notified.*

#### **14.2 Graduation, Convocation and University Exams Leave**

##### **14.2.1 With Full Pay**

14.2.1.1 For the period of one day, plus one day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.2.1.2 For not more than two days per school year for the purposes of writing examinations in academic or professional courses.

##### **14.2.2 With Partial pay:**

14.2.2.1 For the period of one day, plus one day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse, son, daughter or step-child.

#### **14.3 Impassable Roads Leave – (with Full Pay)**

14.3.1 For those days on which a teacher is unable to reach the school from their usual place of residence because of impassable roads, when the absence is approved by the Employer.

#### **14.4 Jury Duty Leave – (with Full Pay)**

Leave of absence without loss of salary shall be granted for:

- (a) jury duty or any summons related thereto; or
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).

#### **14.5 Leave for Child's Arrival – (with Full Pay)**

- 14.5.1 For two teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.

#### **14.6 Family Medical Leave (with Full Pay)**

- 14.6.1 *A teacher may request in writing up to one (1) day leave with pay, consistent with the normal hours of work on that day, in each school year to attend to the medical concerns of members of the teacher's family. Such request must be made to the Superintendent one week prior to the day of leave unless such leave is due to a medical emergency. In such cases the teacher shall submit a request in writing within one week of the day of leave. In all cases, the teacher must submit a medical certificate to the Superintendent or when a medical certificate is not attainable, the teacher must identify why the teacher's attendance is deemed necessary.*

- 14.6.1.1 *Effective September 1, 2019, amend clause 14.6.1 to read:*

*A teacher may request in writing up to two (2) day leave with pay, consistent with the normal hours of work on that day, in each school year to attend to the medical concerns of members of the teacher's family. Such request must be made to the Superintendent one week prior to the day of leave unless such leave is due to a medical emergency. In such cases the teacher shall submit a request in writing within one week of the day of leave. In all cases, the teacher must submit a medical certificate to the Superintendent or when a medical certificate is not attainable, the teacher must identify why the teacher's attendance is deemed necessary.*

- 14.6.2 *Requests for family medical leave will not be unreasonably withheld however, granting of the leave will be subject to the availability of replacement staff and the operation requirements of the school(s) involved.*

14.6.3 *Family is defined as spouse, child, step-child, parent, or any other person residing in the teacher's household.*

**14.7 Annual Representative Assembly Leave (with Partial Pay)**

14.7.1 *To attend the Annual Representative Assembly of The Association as an official delegate.*

**14.8 School Closure Leave**

14.8.1 When school is closed for all students due to health reasons, inclement weather, or physical plant breakdowns; teachers will not be required to attend school.

**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 The following grievance procedure is in accordance with the requirements of the *Labour Relations Code* and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this Collective Agreement, including any questions as to whether the differences are arbitrable, and shall be dealt with as follows:

16.2 Step 1 - Such differences (hereinafter called a grievance) shall first be submitted in writing to the Chairperson of the Teacher Welfare Committee of the Association and the Associate Superintendent of the Employer.

- (a) Such written submission shall be made within 30 days from the date the grievor first had knowledge of the alleged circumstances that give rise to the grievance.
- (b) The submission shall set out the nature of the grievance, the clause(s) of this Collective Agreement which are being disputed, and the remedy sought.

16.3 Step 2 - In the event the grievance is not settled within 15 days from the date of the submission in accordance with Step 1, then within a further period of 15 days the grievance shall be referred in writing to the grievance committee.

- (a) Such grievance committee shall consist of two representatives of the Association and two representatives of the Employer.
- (b) This grievance committee shall meet and endeavour to resolve the grievance, and shall render its decision within 15 days following receipt of the submission.
- (c) If the majority of the grievance committee reaches a decision as to the disposition of the grievance, that decision shall be final and binding on both Parties. A majority decision shall be the decision of three members of the grievance committee.

- 16.4 Step 3 - In the event the grievance committee does not meet within 15 days following receipt of the submission, or in the event that the committee does not reach a majority or unanimous decision within the said time limitations, then either party may, by written notice to the other party, require the establishment of an Arbitration Board as hereinafter provided.
- (a) Such notice must be given within 10 days after the date the 15 day limitation in Step 3 expires.
  - (b) Concurrently, with the notice by the party requiring establishment of an Arbitration Board, the party shall name its nominee to the Arbitration Board, and the recipient of the notice shall, within five days, inform the other party of its nominee to the Arbitration Board.
  - (c) The two nominees so appointed shall within five days of the appointment of the second of them, appoint a third person, who shall be Chairman of the Arbitration Board. In the event of failure to agree on the appointment of a Chairman, any party may request the person be appointed in accordance with the provisions of the *Labour Relations Code*.
- 16.5 Step 4 - The Arbitration Board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the Parties.
- (a) Such award shall be final and binding upon the Parties and upon any teacher affected by it.
  - (b) The decision of a majority of the Arbitration Board is the award of the Arbitration Board, but where there is no majority (or unanimity) the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board.
  - (c) The Arbitration Board by its decision shall not alter, amend or change the terms of this Collective Agreement.
  - (d) Each party to the grievance shall bear the expense of its respective nominee, and the two Parties shall bear in equal proportions the expense of the Chairman.
  - (e) All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a Board of Arbitration) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.
  - (f) Any of the aforesaid time limits may be extended at any stage by mutual consent of the Parties.

## **17. EMPLOYMENT**

### **17.1 Information and Files**

- 17.1.1 The Employer and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communications through the various channels that are available to them.
- 17.1.2 The Employer shall submit proposed regulations and policies pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four weeks or such time as mutually agreed upon to respond to these proposals in such manner as they may desire.
- 17.1.3 The Employer shall provide each teacher in their employ with a copy of the Collective Agreement and a copy of the Alberta School Employee Benefit Plan explanatory booklet. A copy of the Employer's current policy handbook shall be placed in each staff room. (Expires when clause 17.1.3.1 comes into effect)

17.1.3.1 Effective September 1, 2019, clause 17.1.3 shall be rewritten to read:

The Employer shall place a copy of the Collective Agreement and the Employer's current policies on the Employer's website, as well as a link to the Alberta School Employee Benefit Plan website for access to a description of benefit plans.

### **17.2 Transfers**

- 17.2.1 The Employer shall pay to a teacher it has transferred to another school the moving expenses necessarily incurred by the teacher and the teacher's family as a result of such transfer to a maximum of \$1,000.00, as receipted. This does not apply to a teacher who has requested a transfer.

### **17.3 Subrogation (Effective September 1, 2019)**

17.3.1 Definition:

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

- 17.3.1.2 *Interest* means interest calculated in accordance with the provisions of the *Alberta Judgment Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- 17.3.1.3 *Judgment or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 17.3.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- 17.3.1.5 *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 17.3.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- 17.3.2.1 the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- 17.3.2.2 the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- 17.3.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- 17.3.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of

damages and attend examinations for discovery or assist as a witness where required;

- 17.3.2.5 the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
  - 17.3.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
  - 17.3.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
  - 17.3.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 17.3.3 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.
- 17.3.4 When as a result of a judgment 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.
- 17.3.5 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 section 17.3.
- 17.3.6 In exercising any of its rights under section 17.3, the Employer shall have due regard for the interests of the teacher.



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

Signed on \_\_\_\_\_, 20\_\_  
On Behalf of the Association

Signed on \_\_\_\_\_, 20\_\_  
On Behalf of the Employer

\_\_\_\_\_  
Christopher Ward, NSC Chair

\_\_\_\_\_  
Marie Logan, Board Chair

\_\_\_\_\_  
Christopher Shimbashi, NSC Member

\_\_\_\_\_  
Bruce Francis, Board Vice-Chair

\_\_\_\_\_  
Linda Virostek, NSC Member

\_\_\_\_\_  
Derek Baron, Trustee

\_\_\_\_\_

\_\_\_\_\_  
Christa Runka, Trustee

Signed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Sean D Brown, Associate Coordinator of  
Teacher Welfare

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

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

1. Scope

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

2. Process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**New Letter of Understanding #9 – Lieu day for Principals Only (Effective September 1, 2019)**

1. In recognition of additional days of work above and beyond the school calendar established by the Employer, one (1) lieu day will be provided by the Employer to school-based principals during the school calendar. A lieu day shall not be accumulated or paid out under any circumstance.
2. The request for approval to use a lieu day must be made in accordance with the following conditions:
  - (a) in writing,
  - (b) to the Superintendent or designate,
  - (c) where possible two (2) weeks in advance of the date(s) the principal wishes to use the lieu day,
  - (d) stating the replacement arrangement to be put in place should the requested day be approved, and
  - (e) the availability of a substitute teacher (if required) at the time of the request.
3. A lieu day shall not be used:
  - (a) in conjunction with any holiday or holiday period exceeding three (3) days, including weekends, or, in the case where a four (4) day work week is in place, four (4) days including weekends,
  - (b) during any scheduled Parent-Teacher Interview days,
  - (c) during scheduled professional development days.