

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 LETHBRIDGE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between Lethbridge School District (School Division) and the Alberta Teachers' Association (Association).

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

Effective February 25, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

NOW THEREFORE, THIS AGREEMENT WITNESS:

1. APPLICATION/SCOPE

1.1 Effective until February 24, 2020, this collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.

Effective February 25, 2020, clause 1.1 above is repealed and replaced by the following clause: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 School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.

1.2 Excluded Positions

1.2.1 The Superintendent

1.2.2 The Associate Superintendents

1.2.3 Director of Student Services, Director of Curriculum, Director of Technology and any other Director position created by the School Division.

- 1.3 *Effective February 25, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective February 25, 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 School Divisions in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective February 25, 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

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

- a) *a new collective agreement is concluded, or*
- b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 Provision of Information (Effective until February 24, 2020)

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of*

its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.

2.8.2 Each School Division shall provide the following information to the Association and to TEBA annually:

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

2.8 *Provision of Information* (Effective February 25, 2020, the following clause repeals and replaces clause 2.8 above)

2.8.1 As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.

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

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) HSA/WSA/RRSP utilization rates;*
- c) Most recent School Division financial statement;*

- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and,*
- f) *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 One month's salary shall be considered to be 1/12 of the annual salary rate applicable in that month.

3.2 Grid

3.2.1 *The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.*

3.2.2 *The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.*

3.2.3 Salary Grids

(a) *Effective September 1, 2017:*

Years	4	5	6
0	59,485	62,828	66,710
1	62,922	66,271	70,159
2	66,371	69,717	73,595
3	69,811	73,157	77,040
4	73,256	76,602	80,482
5	76,700	80,045	83,926
6	80,143	83,489	87,372
7	83,587	86,929	90,813
8	87,030	90,374	94,258
9	90,473	93,815	97,701
10	93,914	97,261	101,139

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 Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the memorandum of agreement dated March 23, 1967, between the Department of Education, the Alberta School Boards Association, formerly the Alberta School Trustees' Association and the Association.*
- 3.3.2 *Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school semester or on commencement of employment.*
- 3.3.3 *A teacher commencing employment with the School Division, shall be responsible for supplying a statement of qualifications from the Teacher Qualifications Service.*
- 3.3.4 *A teacher claiming entitlement to an increment for purposes of placement on the salary grid in respect of an additional year or years of university education shall within 90 calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of the teacher having applied to the Teacher Qualifications Service for a statement of qualifications indicating the number of years of university education for which the Teacher Qualifications Service will grant recognition.*
- 3.3.5 *Until the teacher submits the statement of qualifications hereinbefore referred to, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.*
- 3.3.6 *In the event that a teacher has submitted evidence from the Teacher Qualifications Service confirming that the teacher has applied for a statement of qualifications from the Teacher Qualifications Service within 90 calendar days of the commencement of the school semester, any adjustment to the placement of the teacher on the salary grid warranted by the statement of qualifications shall be made upon receipt by the School Division of the statement of qualifications. The adjustment to placement on the salary grid shall be retroactive to the commencement of the school semester.*
- 3.3.7 *In the event that a teacher does not within 90 calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of having applied to the Teacher*

Qualifications Service for a statement of qualifications any adjustment to the placement of the teacher on the salary grid shall be made effective the first day of the month following the month in which the School Division receives the statement of qualifications. Such adjustment will not have any retroactive effect unless the adjustment is to be to a lower number of years of university education, in which case the School Division shall treat the adjustment as being retroactive and recover any monies paid as a result of placement on the grid which are in excess of those monies that would have been paid if the teacher had been initially placed on the grid in accordance with the statement of qualifications.

3.3.8 No payment for salary adjustment will be considered beyond the terms of the collective agreement within which the claim is initiated.

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

3.3.1 The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

3.3.2. The adjustment dates for increased teacher's education shall be September 1, and February 1.

3.3.3. For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.

3.3.3.1 If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.

3.3.3.2 If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.

3.3.4. Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.

3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.4 Experience (Effective until August 31, 2019)

3.4.1 *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 a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*

3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

3.4.5 *A year of teaching experience shall be any one school year during which a teacher, under contract, has taught for not less than one full semester, or the equivalent, as defined by the School Division 's official school year calendar. A teacher employed under contract, who teaches less than one full semester in a school year, may accumulate an experience increment by combining any two consecutive school years of service with the School Division provided that the teacher has taught a minimum of 60 full teaching days in each school year.*

3.4.6 *Notwithstanding clause 3.4.5, a part-time teacher, under contract, who teaches half time or more during the full school year shall be entitled to a full experience increment.*

- 3.4.7 *Experience increment adjustments shall be made on the first day of each school year.*
- 3.4.8 *Recognition of teaching experience prior to engagement with the School Division shall be one increment on the salary schedule for each year of teaching experience, to the maximum as provided in the salary schedule.*
- 3.4.9 *For the purposes of clause 3.4.8, the teacher shall submit, to the School Division, a certified statement from previous employers outlining the teacher's experience and stating that such experience was in a school under the jurisdiction of a provincial, state, or national department of education. Until such statement is provided by the teacher, the teacher shall be placed at zero years of experience in the appropriate category of teacher education on the salary grid. Should the School Division receive the required certified statement within 90 calendar days after the teacher commences employment with the School Division, any adjustment to teaching experience will be retroactive to the commencement date of employment. Any certified statement received by the School Division after the 90 calendar days will result in an adjustment to teaching experience effective the first of the month following the date the statement was received by the School Division.*

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

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

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

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

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

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

3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division 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 School Divisions covered by PECBA. At the time of movement from another School Division, the receiving*

School Division shall assume the recognition of experience provided by the previous School Division.

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

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

3.5 Special Considerations: Evaluation of Education and Experience for Teachers with Credentialing that Certifies them as Trade Persons or Health Care Professionals:

3.5.1 (a) A certified tradesperson teacher is one who is provincially trade certified to work in a compulsory trade and teaches Career and Technology courses at the middle and/or senior high level.

(b) A health Care Professional teacher is one who is a teacher certified through a health care college regulated under the Health Professions Act employed to teach courses at the middle and/or senior high school level.

3.5.2 The education and experience of teachers under article 3.5.1 shall be evaluated according to articles 3.3 and 3.4 of this collective agreement.

3.5.3 Recognition of one year of education beyond the evaluation granted according to article 3.3 of this collective agreement may be given by the School Division to teachers under article 3.5.1 who possess any or all of the following qualifications which have not contributed to the evaluation under article 3.3:

- i) A certificate of proficiency in a designated trade (journeyman's certificate or Red Seal) recognized by the Alberta Apprenticeship and Industry Training Board provided the trade is related to the teacher's assignment.*
- ii) Certified in the health services profession under a regulatory college that is governed under the Health Professions Act.*
- iii) Other related training which the School Division wishes to recognize.*

3.5.4 Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under article 3.4 of this collective

agreement may be granted by the School Division under the following conditions:

- i) The experience must be in a field related to the teacher's assignment.*
- ii) The experience must be obtained after the teacher has obtained the formal training listed in 3.5.3 (i) and/or (ii) above.*

3.5.5 Recognition of training and experience under 3.5.3 and 3.5.4 above shall not exceed that of a teacher currently on staff with similar training and experience.

3.6 Other Rates of Pay

3.6.1 Effective September 1, 2015, a teacher employed on a course basis to provide instruction in credit courses at the School Division's summer school shall be paid at a rate of \$5,027 per course inclusive of general holiday and vacation pay.

3.6.2 Effective September 1, 2015, a teacher designated by the School Division as the Administrator responsible for the summer school shall be paid at a rate of \$5,435 inclusive of general holiday and vacation pay.

3.6.3 Lethbridge Alternative Schools and Programs: A teacher working at Lethbridge Alternative Schools and Programs (LASP) who agrees to render service for distance learning courses during the summer vacation period, will take an equivalent time off in lieu as approved by the Associate Superintendent, Human Resources.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 If the School Division creates a new administrative designation which is to be covered by this collective agreement, the School Division will establish an allowance for that designation. The School Division shall notify to both the president of the Association Local No 41 and the Chair of the Teacher Welfare Committee Local 41 of the administrative designation, provide a summary of responsibilities as soon as it is available and identify the allowance established.

4.2 Administration Allowances

4.2.1 Principal Allowances

4.2.1.1 A teacher designated by the School Division to be the principal of a school will receive an annual allowance to be calculated using the following formula:

*(i) a basic allowance equal to 13.8 percent of the annual salary at maximum and four years education, plus
(ii) an additional allowance of 0.5 percent of the annual salary at maximum and four years education per full-time equivalent teacher (FTE) for each of the first 10 teachers, plus*

(iii) an additional allowance of 0.55 percent of the annual salary at maximum and four years of education for each of the next 15 full-time equivalent teachers (FTE), plus

(iv) an additional allowance of 0.475 percent of the annual salary at maximum and four years of education for all remaining teachers.

- (a) However, the minimum allowance for a school principal will be \$21,788.*
- (b) Effective September 1, 2019, notwithstanding 4.2.1.1 (a) or 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 Allowance

4.2.2.1 A teacher designated by the School Division to be the only vice principal in a school will receive an annual allowance equal to 60 percent of the applicable principal's allowance. When more than one vice principal is designated to a school, each vice principal will receive an annual allowance equal to 55 percent of the applicable principal's allowance.

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

4.2.3 Assistant Principal Allowance

4.2.3.1 An Assistant Principal shall be paid 50 percent of the allowance paid to a Vice Principal, whether there is a Vice Principal assigned to a school or not.

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

4.2.4 Principal/Consultant Allowance

4.2.4.1 *A teacher designated by the School Division to be a Principal/Consultant shall receive an annual allowance equal to that of the percentage of time assigned as principal plus that of the percentage of time assigned as consultant. The combined total percentage of time will not exceed 100 percent.*

4.2.5 Coordinator Allowance

4.2.5.1 *A teacher designated by the School Division to be a coordinator will receive an annual allowance equal to 22 percent of the annual salary at maximum and four years of teacher education.*

4.2.6 Consultant Allowance

4.2.6.1 *A teacher designated by the School Division to be a consultant will receive an annual allowance equal to 13.8 percent of the annual salary at maximum and four years of teacher education.*

4.2.7 District Principal to the Superintendent Allowance

4.2.7.1 *A teacher designated by the School Division to be a District Principal to the Superintendent will receive an annual allowance of the average (arithmetic mean) of all other principal allowances in the School Division.*

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

4.3 Red Circling

4.3.1 In the event that the School Division requests a principal or a vice principal to transfer and then transfers them to a school for which the administrative allowance is a lesser amount than they are receiving, the principal or vice principal will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which they have been transferred, or for three years, whichever period of time is less. If the transfer is at the request of the principal or vice principal, the allowance will be based upon the formula found within clause 4.2.1 of the collective agreement.

4.4 Acting/Surrogate Administrators – Compensation

4.4.1 An acting vice principal shall be appointed when both the principal and the vice principal(s) are absent from the school. Should this absence exceed five consecutive school days, the acting vice principal will receive an allowance equal to the actual days worked multiplied by the daily rate of that vice principal.

4.5 Teachers with Principal Designations (Effective until February 24, 2020)

4.5.1 *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 School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

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

4.5 Teachers with Principal Designations (Effective February 25, 2020, the following repeals and replaces clause 4.5. above)

4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or*

not the designation will continue, and if it continues, it is deemed to be a continuing designation.

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

4.6 Other Administrator Conditions

4.6.1 Two (2) Lieu days for Principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Division.

4.6.2 One (1) Lieu day for Vice Principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Division.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 Substitute teacher means a teacher employed on a day-to-day basis, for a full day or for a half day.

5.1.2 Effective until April 30, 2019, the rate of pay for substitute teachers, including four percent vacation pay, shall be \$202.39 per full day.

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

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

5.1.5 Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid \$116.60, including vacation pay.

5.1.6 Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid \$95.40, including vacation pay.

5.1.7 *A substitute teacher who works the morning session in one assignment and the afternoon session on the same day in another assignment, shall be paid the full day rate.*

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: In the case of a substitute teacher being employed more than five consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in clause 3.2, retroactive to the first consecutive day of employment.*

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

6. PART TIME TEACHERS

6.1 *FTE Definition: Effective until August 31, 2019, 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.*

6.2 *FTE Definition: Effective September 1, 2019, 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 *Alberta School Employee Benefit Plan - All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan Life Insurance Plan 2A and Extended Disability Plan D1 with the School Division paying 100 percent of the premium.*

7.1.2 *ASEBP Extended Health Care - Plan 1 - The School Division's contribution to the ASEBP Extended Health Care-Plan 1 covering teachers employed by the School Division shall be at the rate of 100 percent of the total premium.*

7.1.3 *ASEBP Dental Care - Plan 3C - The School Division's contribution to the ASEBP Dental Care Plan 3C covering teachers employed by the*

School Division shall be at the rate of 100 percent of the total premium. For teachers teaching less than 0.5 who wish to participate, the School Division's contribution of 100 percent shall be prorated on the basis of their FTE.

7.1.4 *Alberta Health Care Insurance - The School Division's contribution to the Alberta Health Care Insurance covering teachers employed by the School Division shall be at the rate of 100 percent of the total premium.*

7.1.5 *ASEBP Vision Care Benefits – The School Division's contribution to the ASEBP – Vision Plan 3 covering teachers employed by the School Division shall be at the rate of 100 percent of the total premium.*

7.1.6 *Effective September 1, 2019 ASEBP Accidental Death and Dismemberment Plan 2 – The School Division's contribution to the ASEBP Accidental Death and Dismemberment Plan 2 shall be at the rate of 100 percent of the total premium.*

7.2 Group Benefits Eligibility

7.2.1 *Group benefits eligibility is in accordance to Alberta School Employee Benefit Plan regulations.*

7.3 Health Spending Account/Wellness Spending Account

7.3.1 *Effective until August 31, 2019, the School Division will contribute for each teacher on a continuing, probationary or temporary contract of one year's duration, a Health Spending Account. Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or an extended disability. The School Division will contribute annually an amount of \$700 for each eligible teacher.*

7.3.2 *Effective between September 1, 2019 and February 28, 2020, the School Division will contribute for each teacher on a continuing, probationary or temporary contract of one year's duration, a Health Spending Account. Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or an extended disability. The School Division will contribute annually an amount of \$725 for each eligible teacher.*

Effective March 1, 2020, the School Division will contribute for each teacher on a continuing, probationary or temporary contract of one year's duration, a combined Health Spending Account/Wellness Spending Account with ASEBP. Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or an extended disability.

The School Division will contribute annually an amount of \$725 for each eligible teacher.

7.4 Other Group Benefits

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

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

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

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

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

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

8.3 Duty Free Lunch

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

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

8.3.2 *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 Extra-Curricular Activities

8.4.1 Extra-curricular activities are school programs or activities designed to motivate students and enrich their educational experience by going outside the curriculum.

8.4.2 These activities are voluntary for teachers.

9. PROFESSIONAL DEVELOPMENT

9.1 *Teacher Professional Growth Plan*

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

9.2 Professional Development Funds

- 9.2.1 In addition to any leave under clause 9.3.1, the School Division will establish a fund to be used to finance the costs of short term professional development activities for teachers, such costs to include registration fees, travel, accommodations and sustenance and the cost of substitute teachers.
- 9.2.2 The School Division will make allocations to this fund of \$264,963 annually.
- 9.2.3 The fund will be administered by the working conditions committee.

9.3 Professional Improvement Leave

9.3.1 Long Term Leaves

- 9.3.1.1 A teacher who has been employed with the School Division for a minimum of seven consecutive years may be granted a leave for professional improvement.
- 9.3.1.2 (a) A teacher requesting a professional development leave must submit an application to the superintendent or designate, by January 15, for a leave commencing September 1; or by May 1, for a leave commencing January 1.

(b) The application must contain a clear statement of the teacher's purpose for the leave, the program of study, the recognized institution at which the teacher will undertake the program of study and an explanation of how the program of study will improve the teacher's professional service to students and the School Division.

(c) The School Division will consider each application on its own merit. Applications will be considered by the School Division no later than the second regular Board meeting following the application deadline and the applicant will be informed of the Board's decision.

9.3.1.3 (a) A teacher who is granted a professional development leave shall, upon the teacher's return from leave, be assigned a teaching position with the School Division.

(b) Upon return from leave a teacher who held a position for which an administrative allowance was paid and for which the term for payment of the allowance has not yet been completed, the School Division will, where possible, return the teacher to a position with an equivalent administrative designation or, the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

(c) If the teacher is eligible to receive an experience increment and provided the teacher has successfully completed the program undertaken while on leave, the School Division will grant the teacher an experience increment in accordance with article 3.4.

9.3.1.4 (a) A teacher on a full year of professional development leave will, in lieu of regular salary, receive an annual leave allowance equal to an amount which is the difference between the salary at maximum with six years of education and minimum with four years of education as stipulated in the salary schedule (grid).

(b) A teacher on professional development leave for less than a full year, will receive a prorated leave allowance based upon the number of teaching days on leave, divided by 200 teaching days, multiplied by the annual leave allowance under article 9.3.1.4(a).

(c) Any professional development leave allowance will be paid in equal monthly installments with the first payment to commence on the last day of the first calendar month on leave.

9.3.1.5 (a) A teacher who is granted a professional development leave shall agree in writing, prior to the commencement of

the leave, to serve the School Division for a period of two months for each month, or portion thereof, of leave taken.

- 9.3.1.6 (b) Should a teacher fail to fulfill the required period of return service, the teacher shall reimburse the School Division the professional development leave allowance received from the School Division based upon the number of months of return service completed, divided by the number of months of return service required, multiplied by the professional development leave allowance paid.

10. SICK LEAVE / Medical Certificates and Reporting

10.1 *Subject to the following, annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.*

10.2 *Before any payment is made under the article, the teacher shall provide to the School Division:*

(i) A declaration, on a form to be provided by the School Division, where the absence is for a period of three days or less.

(ii) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.

(iii) When the sickness extends for a period of over 30 calendar days, the teacher shall be required to furnish a further medical certificate at the end of each 30 calendar day period through the duration of the sickness until such time as the Alberta School Employee Benefit Plan - extended disability shall take effect. Arrangements for providing such medical certification shall be made through human resources.

10.3 *After 90 calendar days of continuous disability, no further sick leave shall be paid and application will be made by the employee, through the payroll department of Lethbridge School District No 51 to the Alberta School Employee Benefit Plan - extended disability.*

10.4 *A teacher who has been absent due to medical disability, upon return to full-time duty, shall be entitled to an additional sick leave benefit in the current year of 90 calendar days unless the teacher becomes eligible to receive benefits from the Alberta School Employee Benefit Plan - extended disability prior to the expiration of the additional 90 day period.*

10.5 *When a teacher leaves the employ of the School Division all sick leave shall be cancelled.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 *Maternity Leave*

- 11.1.1.1 *Teachers are entitled to maternity leave without pay but with benefits for a period of 15 weeks.*
- 11.1.1.2 *When possible, a teacher will notify the School Division of her leave requirement three months in advance of the first day of the leave. The commencement of the leave and return from leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected day of delivery shall accompany such notification.*
- 11.1.1.3 *The School Division shall top up employment insurance benefits to 100 percent of the employee's weekly salary and benefits for the duration of the health related portion of the maternity leave, to a maximum of 90 calendar days, as per article 10.3.*
- 11.1.1.4 *A teacher returning from maternity leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Division policy.*
- 11.1.1.5 *A teacher must provide at least four weeks written notice of intended return date.*
- 11.1.1.6 *The teacher is not entitled to resume working without notice.*
- 11.1.1.7 *A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.*

11.1.2 *Parental Leave*

- 11.1.2.1 *In addition to maternity leave, teachers shall be entitled to a parental leave without pay or benefits for up to 37 weeks. If*

employees entitled to leave are parents to the same child, a parental leave may be taken wholly by one of the employees or be shared by the employees.

- 11.1.2.2 *When possible, a teacher will notify the School Division of her leave requirement three months in advance of the first day of the leave. Written notification for such leave must be made not later than six weeks prior to the commencement of parental leave.*
- 11.1.2.3 *A teacher returning from parental leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Division policy.*
- 11.1.2.4 *A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.*

11.1.3 Adoption Leave

Teachers shall be eligible for adoption leave without pay, subject to the following conditions:

- 11.1.3.1 *Teachers shall be entitled to adoption leave for up to 37 weeks.*
- 11.1.3.2 *When possible, a teacher will notify the School Division of the teacher's adoption leave requirements three months in advance of the first day of the adoption leave. Written notification for such leave must be made not later than six weeks prior to the commencement of adoption leave unless the medical condition of the birth mother or child makes it impossible to comply or the date of the child's placement with the adoptive parent was not foreseeable.*
- 11.1.3.3 *At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the Superintendent or designate. A teacher returning from adoption leave shall be returned to the teaching position held*

at commencement of the leave unless the teacher has been transferred in accordance with School Division policy.

- 11.1.3.4 *Upon return from leave, a teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not yet been completed, the School Division will, where possible, return the teacher to a position with an equivalent administrative designation or the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 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 School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*

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

Effective May 2, 2019, the following clauses repeal and replace clauses 11.1 above.

11.1 Maternity Leave

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

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

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

11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the 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 School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

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

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

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

11.3 Salary Payment and Benefit Premium

11.3.1A *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a 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 School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Leave Demanding Teacher's Attention:

- 12.1.1 *A teacher shall be granted leave for not more than two days in any one contract year for circumstances demanding the teacher's attention.*
- 12.1.2 *In order to qualify for leave under this clause, a teacher must complete and submit to the superintendent or designate, a leave of absence request form two days prior to taking the leave in 12.1.1, indicating whether or not the leave is related to financial gain or outside business interests.*

12.1.3 Where the purpose of the leave is related to financial gain for the teacher or outside business interest, the leave will be granted at loss of full pay. In other circumstances, the leave will be granted at loss of substitute pay.

12.1.4 This clause may not be used in conjunction with other leaves in Article 14.

12.2 Leave to attend Personal Concerns and Emergency Leave:

12.2.1 *In any one contract year, not more than four days, 2.0 days to attend to personal concerns and 2.0 days for an emergency or misfortune demanding the person's attention. This clause may be used in conjunction with 14.1.1 or 14.1.2.*

12.2.2 One unused personal concerns day may be carried forward to the next school year.

12.2.3 The one accumulated personal concerns day shall be used prior to June 30th in the following school year and will not be:

- (a) attached to any other leave day;
- (b) used on a Parent-Teacher Interview day; or,
- (c) used on a scheduled professional development day.

13. ASSOCIATION LEAVE AND SECONDMENT

13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

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

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be*

seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.

13.3.1 Upon written request made in a timely manner by Lethbridge Public Local No. 41, a teacher who is elected to the office of President of Lethbridge Public Local No. 41 shall be granted release time, up to a maximum of 0.25 FTE for each of the school year(s) during which the office is held. Release time will be granted on a schedule agreed to by the Local President, the Principal of the affected school, and the Associate Superintendent of Human Resources.

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

14. OTHER LEAVES

A teacher may apply for and receive a leave of absence for personal reasons subject to the conditions that follow. Application will be made to the superintendent or designate.

14.1 Bereavement, Critical Illness and Funeral Leaves (with Full Pay)

14.1.1 In any one contract year, not more than five days leave for the critical illness of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister, grandchild, grandparent or parents of spouse. A medical statement signed by the critically ill person's attending physician must be submitted. Such statement must include verification that the critical illness was life threatening.

14.1.2 In any one contract year, not more than three days leave for the death of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister, grandchild, grandparent or parents of spouse. If necessary travel warrants additional leave, the three days may be extended up to a maximum of five days.

14.1.3 In any one contract year, two days leave for attendance at the funeral of each of the teacher's grandparents (including in-law), grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law. If circumstances warrant additional leave, the two days may be extended up to a maximum of five days.

14.1.4 In any one contract year, one day leave for attendance at the funeral of each of the teacher's uncle, aunt, cousin, nephew or niece.

14.1.5 Under special circumstances, leaves outlined in clauses 14.1.1, 14.1.2, 14.1.3 and 14.1.4 above, may be extended to include the same relatives of the teacher's spouse.

14.1.6 For attendance at the funeral in the capacity of pallbearer, honorary pallbearer, speaker, soloist or friend of the family, one day provided that the teacher receives no remuneration for such services.

14.2 Additional Parental Leave

14.2.1 In addition to maternity, parental leave and adoption, teachers shall be entitled to a further parental leave without pay or benefits for a further 52 weeks.

14.2.2 Parental leave will terminate at the end of a school year or at the end of a reporting period in the school year.

14.2.3 A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.

14.3 Graduation, Convocation and University Exams Leave (with Full Pay)

14.3.1 In any one contract year, one day leave for the purpose of writing university examinations.

14.3.2 In any one contract year, one day leave to attend the teacher's university convocation exercises.

14.4 Citizenship Leave (with Full Pay)

14.4.1 While obtaining citizenship papers at a scheduled session of the court, one (1) day.

14.5 Jury Duty Leave (with Full Pay)

14.5.1 While serving as a witness as a result of a notice to attend or subpoena, or for jury duty or any summons related thereto, provided that any witness fee or jury stipend received (excluding subsistence

allowances and/or expenses) is remitted by the teacher to the School Division.

14.6 Leave for Child's Arrival (With Full Pay)

14.6.1 In any calendar year, two days of leave for a teacher to attend at the birth of their child or to assist in bringing their newborn child home from the hospital.

14.7 Family Needs Leave (with Full Pay)

14.7.1 Effective September 1, 2017, in any one contract year, not more than three days to attend to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family is defined as spouse, child, parent, sibling; or any other person residing in the teacher's household.

14.8 Leaves with Pay Less the Cost of a Substitute Teacher whether one is used or not

14.8.1 For attendance, in an official capacity, at educational conventions; or civic government meetings or conventions.

14.8.2 Because of impassable roads or the suspension of public transportation.

14.9 Service to Other Agencies Leave

14.9.1 A teacher may apply to the superintendent or designate and receive leave of absence with pay, provided the School Division is reimbursed for the cost of full pay for attendance at committee meetings or functions or requested by Alberta Education.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 Effective until April 30, 2019, this procedure applies to differences:

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

- c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Jurisdiction calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the*

Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.

15.10 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Jurisdiction, and any affected teacher or teachers.

15.11 If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.

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

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

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

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

a) An affected School Jurisdiction rectify any failure to comply with the collective agreement.

b) An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.

c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.

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

- a) *TEBA and the Association.*
- b) *Any affected School Jurisdiction.*
- 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. CENTRAL GRIEVANCE PROCEDURE

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.*

15.3A *“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/School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

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

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

15.7 If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.

15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:

- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

15.9 The written notice shall contain the following:

- a) A statement of the facts giving rise to the difference,*
- b) The central item or items relevant to the difference,*
- c) The central item or items and the non-central item or items, where the difference involves both, and*
- d) The remedy requested.*

15.10 The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.

15.11 Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer/School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer/School Division affected by the difference is attending a central grievance hearing.

15.12 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer/School Division, and any affected teacher or teachers.

15.13 (a) The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.

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

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

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

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

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

a) An affected Employer/School Division rectify any failure to comply with the Collective Agreement;

b) An affected Employer/School Division pay damages to the Association, affected teacher or teachers, or both.

c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.

15.17 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected Employer/School Division.

c) Teachers covered by the Collective Agreement who are affected by the award.

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

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

16. LOCAL GRIEVANCE PROCEDURE

The grievance procedure provides for the settlement of any difference(s) between any employee covered by this collective agreement and the School Division, or the Association and the School Division, concerning the interpretation, application, operation or alleged violation of this collective agreement and includes any disputes as to whether the difference is arbitrable. All grievances shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

In the event the grieving party fails to take the necessary action as outlined in working conditions and grievance procedures within the time limits specified, the grievance shall be deemed to be at an end.

Any of the following time limits may be extended at any stage upon written consent of the parties.

Working Conditions

(a) Such difference (hereinafter called "grievance") shall first be submitted in writing to the secretary treasurer of Lethbridge School Division (hereinafter referred to as secretary treasurer) and to the president of the Association Local No 41, as the case may be, who in turn submits it to the working conditions committee. The working conditions committee is composed of four Association representatives (teacher welfare chairperson, the president of the Association Local No 41 and two representatives) and four School Division representatives (two Division trustees, secretary treasurer and superintendent or designate).

(b) Such written submission shall be made within 15 working days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later.

(c) Such grievance shall set out the nature of the grievance and the article(s) of this collective agreement which is alleged to have been violated.

(d) Six members of the working conditions committee, (three Division representatives and three Association representatives) shall be identified as voting members for the purpose as outlined below. A quorum shall consist of six voting members.

(e) The grievance shall be placed on the agenda of the first regular meeting of the working conditions committee following receipt of the grievance by the secretary treasurer and the president of the Association Local No 41.

(f) If the voting members of the working conditions committee reach a unanimous decision as to the disposition of any grievance, that decision shall be final and binding and the grievor shall be so informed by registered letter by the secretary of the working conditions committee within five working days. If the working conditions committee does not reach a unanimous or any decision, the grievor shall be so informed by registered letter by the secretary of the working conditions committee within five working days.

If the grievance is of a personal nature, the grievor, the secretary treasurer or the president of the Association Local No 41 will have the right to refer the grievance directly to the grievance committee, rather than having the matter dealt with by the working conditions committee.

Grievance

Members of the working conditions committee shall not be members of the grievance committee.

Either party and/or their representatives may appear before the grievance committee to present an oral and/or written submission.

Within five working days of receipt of the registered letter by the grievor, the grievor shall notify in writing the secretary treasurer of the School Division and the president of the Association Local No 41 that the grievor wishes to refer the matter to the grievance committee.

(a) The grievance committee shall be composed of two representatives of the School Division appointed by the Division and two representatives of the Association appointed by the Local president. A quorum of the committee shall consist of all members. The secretary treasurer and Local president shall notify in writing within two working days the respective party of their grievance committee members.

(b) The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 15 working days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding. The grievance committee shall inform the grievor of the decision, by registered letter, within five working days.

Arbitration

If the grievance committee does not reach a unanimous or any decision within the said time then either the School Division or the Association may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 working days after the date of the aforesaid 15 working day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is later.

(b) Each party shall appoint one member as its representative on the arbitration board within five working days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five working days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint a chairperson either party may request the director of mediation services to make the necessary appointment.

(c) The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

(d) The arbitration board shall not change, amend or alter any of the terms of this collective agreement. All grievances or differences submitted shall present an arbitrable issue under this collective agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this collective agreement or that involves the determination of a subject matter not covered by or arising during the term of this collective agreement.

(e) The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the arbitration board.

(f) The arbitration board shall give its decision not later than 10 working days after the appointment of the chairperson provided, however, this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear jointly and equally the expense of the chairperson.

The grievance procedure above expires on February 28, 2020.

Effective March 1, 2020, the new local grievance procedure below applies to differences.

16.1 This procedure applies to differences:

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

b) where the Association or the Division asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.

c) If at any time the parties agree that the alleged violation is of a central nature, the local grievance shall be transferred to the central grievance procedure and

the central grievance procedure time lines shall be adhered to. If the alleged violation is of a central nature and then is defined as local grievance as per Article 15.5 of the collective agreement, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure time lines shall both adhered to.

- 16.2 A “non-central item” means any item which is not in italics in this collective agreement.
- 16.3 An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.
- 16.4 If there is a dispute about whether a grievance commenced under this article is properly a grievance on a non-central item, it shall be processed under this article unless the Division and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the central grievance procedure in Article 15.
- 16.5 Both parties agree to make every effort to resolve a difference, prior to initiating a grievance.
- 16.6 Either the Division 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 Secretary Treasurer of the Board.
 - b) In the case of a grievance by the Division, by serving the notice to the President of the Local and the Coordinator of Teacher Welfare.
- 16.7 The written notice shall contain the following:
 - a) A statement of the facts giving rise to the difference,
 - b) The non-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.
- 16.8 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.
- 16.9 The Respondent shall respond to the grievance within 10 operational days.
- 16.10 Following the 10 days time to respond, if no response is received or if the response does not satisfy the grievor, representatives of the Division and the Association shall meet within 15 operational days to discuss the grievance or at

such later date that is mutually agreeable to the parties. By mutual agreement of the Division and the Association, representatives of the School Division affected by the grievance may be invited to participate in the discussion about the difference.

- 16.11 The grievance may be resolved through terms mutually agreed upon by the Division and the Association. Any resolution is binding on the Division, and the Association, and any affected teacher or teachers.
- 16.12 If the grievance is not resolved, the grieving party may advance the grievance to arbitration by notice to the other party within 15 operational days of the meeting.
- 16.13 (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) The Division 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 the Division 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.
- 16.14 The Arbitration Board shall determine its own procedure but shall give full opportunity to the Division and the Association to present evidence and to be heard.
- 16.15 The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:
- a) The Division to rectify any failure to comply with the collective agreement.
 - b) *The Division pay damages to the Association, affected teacher or teachers, or both.*
 - c) *The Division and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 16.16 *The award of the Arbitration Board is binding on:*
- a) *The Division and the Association.*
 - b) *Teachers covered by the collective agreement who are affected by the award.*

16.17 The Division and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.

17. EMPLOYMENT

17.1 Transfer

17.1.1 A teacher who is transferred from one school to another at the initiative of the School Division shall be given reasons in writing.

17.2 Subrogation

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

(b) Interest means interest calculated in accordance with the provision of the Alberta Judgment Interest Act, SA 1984, c.J-O.5 and amendments and regulations thereto.

(c) 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.

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

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

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

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

(b) the teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;

(c) the School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

(d) the teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

(e) the teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;

(f) upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;

(g) the teacher shall not release any third party from the cost of absence without the consent of the School Division; and

(h) the School Division's consent to settlement shall not be unreasonably withheld.

17.2.3 When as a result of judgment or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Division plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.

17.2.4 When as a result of a judgment or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.

17.2.5 The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this article 7.4.1.

17.2.6 In exercising any of its rights under article 7.4.1, the School Division shall have due regard for the interests of the teacher.

17.3 Employment Insurance Premium Reduction

17.3.1 Employment Insurance Rebates - In consideration of the improvements to the employee benefit plan and sick leave benefits, the employees covered by this contract waive any claims on rebates under the provisions of the *Employment Insurance Act*.

In witness whereof the parties have executed this agreement this _____ day of _____, 2020.

REPRESENTATIVES OF:

**THE LETHBRIDGE SCHOOL DIVISION
BOARD OF TRUSTEES**

**ALBERTA TEACHERS' ASSOCIATION
LETHBRIDGE LOCAL NO 41**

ASSOCIATE SUPERINTENDENT

**ALBERTA TEACHERS' ASSOCIATION
COORDINATOR, TEACHER WELFARE**

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

- c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.
- e) The arbitrator will first endeavour to assist the parties in mediating a resolution.
- f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.
- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.
- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

- 1. Interested School Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
- 2. TEBA and the Association will encourage participation in this project among School Divisions and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the School Division and related Association bargaining unit.*
- 4. Each participating School Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the School Division, the steering committee may include other staff groups in the project.*
- 5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
- 6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
- 7. Each project plan should include:*
 - A commitment to support staff health and wellness.*
 - A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
 - A plan for dealing with emergencies and exceptions.*
 - A plan for communication to staff and stakeholders of the project plan.*
 - An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
- 8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
- 9. The pilot project will conclude on August 31, 2020.*

Letter of Understanding #9: Substitute Teacher Supervision Prior to the First Instructional Block of an Assignment

The School Division undertakes to inform principals of the expectations that substitute teachers are to be free of supervision prior to the first instructional block of an assignment.

The Local undertakes to inform teachers that when supervision occurs prior to the first instructional block of an absence, efforts will be made, where reasonable, to exchange that supervision so the substitute teacher can prepare for instruction.

Letter of Understanding #10: School Calendar

For the 2020-21 school calendar a half (1/2) day shall be allocated for elementary teachers for the purposes of assessment. This LOU will take effect September 1, 2020 and expire on August 31, 2021.