

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**ST. PAUL EDUCATION REGIONAL  
DIVISION NO.1**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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**St. Paul Education Regional Division No.1** (hereinafter called the **Employer**)  
and the  
**Alberta Teachers' Association** (hereinafter called the **Association**)

*Effective February 13, 2019 WHEREAS this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

*Effective January 29, 2020 (date of ratification) of the 2018-20 local Memorandum of Agreement, the whereas statement above is repealed and replaced by the following whereas statement:*

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

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

WHEREAS the parties desire that these matters be set forth in a Collective Agreement.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the parties agree as follows:

**1. APPLICATION/SCOPE - Effective February 13, 2019**

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

*Effective January 29, 2020, clause 1.1 above is repealed and replaced by the following clause:*

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

- 1.2 Excluded Positions: Notwithstanding Clause 1.1, the following employees shall be excluded from this Collective Agreement:

- 1.2.1 Superintendent
- 1.2.2 Deputy Superintendent(s)

- 1.2.3 Assistant Superintendent(s)
- 1.2.4 Associate Superintendent(s)
- 1.2.5 Director(s)
- 1.3 *Effective January 29, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1 *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective January 29, 2020)*
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3 *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*
- 1.6 *The Employer retains all rights of management limited only by the express terms of this Collective Agreement.*  
*Effective January 29, 2020, clause 1.6 above is repealed and replaced by the following clause:*
- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 Structural Provisions
- 1.10.1 Advisory Committee
- 1.10.1.1 The Employer and The Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees and teachers.
- 1.10.1.2 The parties hereby agree that there shall be constituted an Advisory Committee for the purpose of considering matters of concern related to school affairs, including proposed educational policy changes and changes in conditions of professional service, and communicating thereon the views of the respective parties.
- 1.10.1.3 The Advisory Committee shall consist of authorized representatives of teachers, appointed by their local professional council, elected Board members, and their appointees. The Committee shall meet at least once per school year.
- 1.11 *Effective January 29, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

- 2.1 *The term of this collective agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2020.*
- 2.2 **List Bargaining** - Effective February 13, 2019
- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

**2.3 Central Matters Bargaining - Effective February 13, 2019**

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

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

**2.4 Local Bargaining - Effective February 13, 2019**

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

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

**2.5 Bridging - Effective February 13, 2019**

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

*a) a new collective agreement is concluded, or*

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

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

**2.6 Meet and Exchange - Effective February 13, 2019**

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

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

**2.7 Opening with Mutual Agreement - Effective February 13, 2019**

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

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

**2.8 Provision of Information – (Effective February 13, 2019 and until January 29, 2020)**

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

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

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

**2.8 Provision of Information (Effective date of ratification of the 2018-20 local Memorandum of Agreement, the following clause repeals and replaces clause 2.8 above)**

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the*

*Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

3.1.1 *Save and except substitute teachers, the Employer shall pay each teacher one-twelfth of the teacher's annual salary on or before the second last banking day of each calendar month.*

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

#### **3.2 Grid**

3.2.1 *The Employer shall pay its teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.*

3.2.2 *The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Employer.*



3.2.3 *Effective September 1, 2018*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	59,406	62,677	66,389
1	62,856	66,129	69,844
2	66,306	69,580	73,293
3	69,757	73,032	76,746
4	73,207	76,481	80,192
5	76,659	79,933	83,646
6	80,111	83,381	87,094
7	83,561	86,834	90,545
8	87,012	90,288	93,997
9	90,461	93,736	97,447
10/11	93,914	97,187	100,900

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

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

3.3.2 *Salary adjustment dates shall be September 1, February 1 or on the commencement date of employment.*

3.3.3 *Each new teacher commencing employment shall supply to the Employer, within 45 days of commencement of duties, a statement of qualifications to be issued by the Teacher Qualifications Service or proof of having applied for same. Until the teacher submits the said statement of qualifications, the*

*teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualification or according to the minimum education requirements for a teaching certificate. If proof of application for a statement of qualifications is supplied within 45 days, the teacher shall be paid according to the evaluation retroactive to the date of commencement of duties of the present school year. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the first day of the month following the submission of a statement of qualification or proof of application. Proof of application shall be confirmed by a letter of acknowledgement as provided by the Teacher Qualifications Service.*

*3.3.3.1 Each teacher acquiring and claiming additional teacher education shall supply to the Employer, by September 1 or February 1, a revised statement of qualifications to be issued by the Teacher Qualifications Service or proof of having applied for same. If proof of application is not received by September 1, the salary adjustment will not take effect until the following February 1. If proof of application is not received by February 1, the salary adjustment will not take effect until September 1 in the next school year. Proof of application shall be confirmed by a letter of acknowledgement as provided by the Teacher Qualifications Service.*

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

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

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

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

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

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

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

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

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

### **3.4 Teaching 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 *Previously unrecognized experience gained in one school year with the Employer may be carried over for calculation of experience increments in the following school year with the Employer.*

3.4.3 *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 the Employer being carried over for calculation of experience increments in the 2017-18 school year with the Employer.*

3.4.4 *A year of teaching experience shall be earned by service for at least 125 teaching days as defined in The Education Act. Such teaching experience must be earned within two consecutive school years with the same Employer.*

3.4.5 *The number of years of teaching experience earned by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's jurisdiction. For the purpose of this clause, a year of teaching*

*experience shall mean a year determined in accordance with clause 3.4.4 above.*

- 3.4.6 *Salary adjustment dates shall be September 1, February 1, or on the commencement date of employment provided however, that no teacher shall receive more than one experience increment in any one school year.*
- 3.4.7 *Part-time and temporary teachers are entitled to one increment for each 125 full time equivalent teaching days, accumulated under contract in the immediately preceding two school years, provided such service has not previously been counted for increment purposes.*
- 3.4.8 *Proof of previous experience must be submitted to the Employer within 45 calendar days of commencement of the school year, or commencement of employment, whichever is applicable. Satisfactory evidence shall be deemed to include a letter of documentation from previous school boards or an affidavit, signed by the teacher, that they have applied for same.*
  - 3.4.8.1 *If such evidence is submitted within 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.*
  - 3.4.8.2 *If such evidence is not submitted within 45 calendar days, the teacher shall be paid according to the salary schedule based upon the most recent statement of experience, which is acceptable by the Employer, or at the minimum of their category according to years of university education. Teacher salary shall be adjusted effective the beginning of the month following submission of such evidence.*

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

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
  - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer.*

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

*Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
  - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
  - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

### **3.5 Special Considerations**

3.5.1 *A vocational teacher is a person offering instruction in any subject requiring teacher qualifications and a journeyman's certificate.*

3.5.2 *The Employer, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing them on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that this placement shall not exceed the 5th step in the applicable category, and provided that the Employer will effect a minimum placement on the basis of one (1) year teaching experience for two (2) years of related trade experience.*

3.5.3 *Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this Collective Agreement, up to the maximum provided in the applicable category.*

3.5.4 *Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in their previous category placement.*

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

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

4.1.1 *The Employer may create and fill administrative, supervisory, or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be established by the Employer and the matter may be a subject*

for negotiation during the next round of collective bargaining between the parties to the collective agreement.

**4.2 Administration Allowances**

*In addition to the foregoing salary, there shall be paid annual allowances in accordance with the following schedule. All sums mentioned are per annum. Any new position created by the Employer pursuant to clause 4.1.1 shall fall into the existing categories of Consultant I or Consultant II.*

4.2.1 *For the purposes of determining allowances based on student count, such count shall be September 30 of each school year. Each student from K-12 shall be counted as 1.0 student for this allowance.*

**4.2.2 Principal Allowances**

<i>Effective</i>	<i>Sept. 01, 2015</i>
<i>first 150 students</i>	<i>102.72</i>
<i>next 125 students</i>	<i>45.19</i>
<i>next 100 students</i>	<i>20.53</i>
<i>each student thereafter</i>	<i>12.34</i>

4.2.2.1 *Effective March 1, 2019 and until August 31, 2019, the minimum principal allowance for a K-12 school, provided there are at least one hundred (100) FTE students, will be \$14,000 per annum.*

4.2.2.2 *Effective until August 31, 2019, the principal's allowance for the St. Paul Alternate Education Centre shall be as follows \$10,682.78 per annum.*

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

**4.2.3 Assistant Principal(s) Allowance**

4.2.3.1 *The assistant principal's allowance payable shall be one-half the allowance payable pursuant to Clause 4.2.2.*

4.2.3.2 *Where there is more than one (1) assistant principal, a sum equal to ninety (90) per cent of that payable*

*pursuant to Clause 4.2.2 shall be divided between the incumbents in the ratio of their responsibilities.*

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

**4.2.4 Consultant Annual Allowances:**

<i>Effective</i>	<i>Sept. 01, 2015</i>
<i>Consultant I</i>	<i>3,449.69</i>
<i>Consultant II</i>	<i>5,428.09</i>

**4.2.5 Hutterite Colony Teacher Allowance**

4.2.5.1 *A teacher of a Hutterite Colony school shall be paid an annual allowance calculated on a per student basis in the school. The teacher shall not be eligible for any other additional allowance set forth in Article 4. The Hutterite Colony allowance is not subject to the minimum allowance in clause 4.2.2.3.*

<i>Effective</i>	<i>Sept. 01, 2015</i>
<i>per student</i>	<i>90.76</i>

4.2.6 An in-school administrator, who is seconded to Central Office as “principal at large” shall be entitled to an administrative allowance not less than the one they received prior to the secondment.

**4.3 Acting/Surrogate Administrators – Compensation**

4.3.1 When, in the absence of the principal, an assistant principal or a teacher acts in their place for a period of five (5) or more consecutive school days, the assistant principal or teacher shall be designated as acting principal effective the sixth (6) consecutive school day and from that date shall be paid as a principal for the period during which they are so designated.

**4.4 Teachers with Principal Designations (Effective until January 29, 2020)**

4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of*



*five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

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

**4.4 Teachers with Principal Designations (Effective January 29, 2020, the following repeals and replaces clause 4.4 above)**

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

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

**5. SUBSTITUTE TEACHERS**

**5.1 Rates of Pay**

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

5.1.2 *Effective September 1, 2015 and until April 30, 2019, the rate of pay for substitute teachers including vacation pay, shall be \$200.10 per day.*

5.1.3 *\$108.46 for one-half day or less.*

- 5.1.4 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.5 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*
- 5.1.6 *Effective February 1, 2020 and notwithstanding 5.1.3, a substitute teacher shall be paid 60% of the full day rate indicated in clause 5.1.4 for each partial day worked inclusive of holiday pay.*

*A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).*

## **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days, shall be, effective the sixth (6th) consecutive day, and from that date, according to placement on the salary schedule subject to the terms of this Collective Agreement.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3 Substitute Cancellation**

Effective March 1, 2019:

- 5.3.1 In the event a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.
- 5.3.1.1 The provisions of clause 5.3.1 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the

Employer for the same date as the cancelled assignment.

## **6. PART TIME TEACHERS**

6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

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

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

6.2.1 *The Employer shall pay salaries to teachers on a part-time contract on a prorata basis.*

6.2.2 *Unless explicitly stated, all salary, leaves and benefits for any teacher working less than full time, shall be prorated according to the teacher's FTE status and benefit eligibility. The forgoing does not change the 90 calendar day period for sick leave and extended disability purposes under section 10.*

6.2.3 *Part-time teachers shall not have their full-time equivalency (FTE) adjusted greater than 0.25 FTE in a school year without mutual agreement of the parties.*

### **6.3 Part-time Teachers Benefits and Proration**

6.3.1 *Premiums paid by the Employer in 7.1 will be contributed on a prorata basis for eligible teachers working less than full-time.*

## **7. GROUP BENEFITS**

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

7.1.1 *The Employer shall pay 95% of the cost of the teacher's monthly premiums payable for benefits under the provisions of the Alberta School Employee Benefit Life Insurance - Schedule 2 and Extended Disability Plan (D) or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*

*Effective September 1, 2019, the Employer's contribution will increase to 100% and Life Insurance – Schedule 2 becomes Life Insurance Plan 2.*

7.1.2 *The Employer shall pay 95% of the cost of the teacher's monthly premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Health Care Benefits (Plan 1) or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*

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

7.1.3 *The Employer shall pay 95% of the cost of the teacher's monthly premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan - Dental Care, Plan No. 3 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*

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

7.1.4 *The Employer shall pay 95% of the cost of the teacher's monthly premium payable for benefits under the provisions of the Alberta School Employee Benefit Plan - Vision Care, Plan No. 3 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*

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

7.1.5 *Where a teacher is responsible for the full cost of premiums for any health plan under this Article, it is the responsibility of the teacher to notify the Employer in writing of their intent to continue coverage under the plan and to arrange for payment of the required premiums. Written notice must be made thirty (30) days prior to the expiry of employer subsidized benefits.*

## **7.2 Group Benefits Eligibility**

7.2.1 *The above plans in 7.1 shall be a condition of employment for all eligible teachers.*

7.2.2 *Notwithstanding 7.2.1, a teacher may waive participation in the insurance plans under clauses 7.1.2, 7.1.3 and 7.1.4, if the teacher provides proof of alternate coverage through their spouse or alternate coverage due to treaty status.*

### **7.3 Health Spending Account**

7.3.1 *The Employer will establish for each Teacher a Health Care Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. The Employer will contribute annually an amount of \$275 for each full-time eligible Teacher. This contribution shall be prorated for Teachers employed less than full-time with the Employer. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Employer will forfeit any remaining balance.*

*Effective September 01, 2019 the Employer will contribute annually an amount of \$725 for each full-time eligible Teacher.*

7.3.1 *Effective February 1, 2020, the following shall replace 7.3.1: Upon approval from ASEBP as to date of commencement, the Employer will establish for each eligible Teacher a Health Care Spending Account/Wellness Spending Account (HSA/WSA) that adheres to Canada Revenue Agency (CRA) requirements. The Employer will contribute annually an amount of \$725 for each full-time eligible Teacher. This contribution shall be prorated for Teachers employed less than full-time with the Employer. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Employer will forfeit any remaining balance.*

7.3.2 *The Health Spending Account is to be administered in accordance with SPERD guidelines including payment during the health related portion of maternity and the first 24 months of Extended Disability.*

### **7.4 Other Group Benefits**

7.4.1 Employment Insurance Rebates

7.4.1.1 The Employer shall retain all E.I. rebates required by Human Resources Development Canada.

7.4.2 Early Retiree Group Insurance Package

7.4.2.1 Notwithstanding clause 7.2 and subject to Alberta School Employee Benefit Plan (ASEBP) regulations, when a teacher participating in the ASEBP Early Retiree package is employed on a temporary/interim contract by the Employer, the teacher may remain on their ASEBP Early Retiree group insurance package.

7.4.2.2 The Employer agrees to share the premium contribution associated with the Teacher's Early

Retiree package on the same percentage contribution as provided in articles 7.1.1, 7.1.2, 7.1.3 and 7.1.4 and using the same proration method as provided in clause 6.3.

7.4.2.3 Where the teacher elects to remain on their ASEBP Early Retiree package of group insurance plans, the Employer agrees to share the premium contributions associated with the Teacher's Early Retiree package on the same percentage contribution as provided in Articles 7.1.1, 7.1.2, 7.1.3 and 7.1.4 and using the same proration method as provided in clause 6.3.

## **8. CONDITIONS OF PRACTICE**

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

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

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

### **8.2 *Assignable Time Definition - Effective September 1, 2017***

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

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

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. Teachers have discretion, to be*

*exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

- 8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
  - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
  - c) *the time is spent traveling to and from the teacher's annual convention.*

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

- 8.3.1 *No teacher will be required to render services for more than 200 days in any school year.*
- 8.3.2 *Notwithstanding Clause 8.3.1, teachers designated as administrative or supervisory personnel will so organize their work that their school and/or functional responsibilities will be ready for operation on the opening day of school of each school year.*
- 8.3.3 *The Employer shall provide a minimum of one hour per month for staff meetings during an operational day.*
- 8.3.4 *Effective April 7, 2019, the Employer will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
- 8.3.4.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*
  - 8.3.4.2 *When reasonable, this break shall occur in the middle of the assignment.*
  - 8.3.4.3 *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.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 *Teacher Professional Growth Plan - Effective February 13, 2019***

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

### **9.2 Professional Improvement Leave**

- 9.2.1 Professional Improvement Leave shall mean a leave of absence granted by the Employer at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.
- 9.2.2 To be eligible for professional improvement leave the teacher shall have served the Employer for a minimum of five (5) years. The Employer, however, may grant a professional improvement leave to a teacher regardless of years of service with the Employer.
- 9.2.3 A teacher who is granted professional improvement leave shall, as part of the initial request for leave, give an undertaking in writing to return to their duties following the expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher, for a period of two (2) years after resuming duties. Should a teacher fail to comply with this clause they shall repay the allowance on a prorata basis as described in the undertaking in writing.
- 9.2.4 All applications for professional improvement leave for a full year or for a semester shall be submitted to the Employer by March 1 preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by December 31 preceding the session in respect of which the application is made.
- 9.2.5 The Employer, after reviewing the applications, shall notify by April 1, following the deadline for application as to whether or not the applicant is granted professional improvement leave.



- 9.2.6 A teacher who is granted professional improvement leave for the year shall receive a salary equal to 70% of minimum of Category 4 on the salary grid payable in ten (10) equal installments on the last day of each month. The teacher will be responsible for the full amount of premiums associated with any benefit plans the teacher is participating in.
- 9.2.6.1 Professional improvement leave may be granted for spring classes at university. A teacher granted such leave, shall receive as salary twenty (20) percent of the annual professional improvement leave allowance in two (2) equal monthly installments.
- 9.2.7 Prior to leave being granted, the Employer and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

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

- 10.1 *During the first (1st) year of employment with the Employer, each teacher shall be granted twenty (20) days of sick leave credits on the basis of two (2) days per month. After completion of one (1) year of employment with the Employer, a teacher shall be granted ninety (90) calendar days of sick leave credits provided continuity of employment remains unbroken.*
- 10.1.1 *During the first (1st) year of employment, should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, in the same school year, shall be applied and any salary adjustments required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.1.2 *After one (1) year of continuous service, a teacher who returns to duty after absence due to illness shall be credited with ninety (90) calendar days of sick leave credits.*
- 10.1.2.1 *Notwithstanding clause 10.1.2, a teacher, upon returning to duty from a period of sick leave in excess of three (3) consecutive teaching days but less than ninety (90) consecutive calendar days will, if that teacher does not take any sick leave for the same condition during the first ten (10) consecutive teaching days following return to duty thereafter, have their sick leave entitlement reinstated to ninety (90) calendar days. If sick leave is taken during the first ten (10) consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.*
- 10.2 *If a teacher is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or a sickness for a*

*period or periods exceeding their sick leave credits, they shall be paid their salary to the extent of the sick leave which stands to their credit, and their sick leave shall then be reduced accordingly.*

- 10.3 *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three consecutive teaching days, the teacher shall be required to present a medical certificate.*
- 10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving the reason for such absence.*
- 10.5 *The Employer, at its expense, may require a medical examination by a medical practitioner of its choice.*
- 10.6 *When a teacher has been absent on sick leave in excess of 20 consecutive school days and wishes to return to work, the teacher may be required by the Employer to provide medical evidence stating that the teacher is fit to perform regular duties.*
- 10.7 *A teacher who meets the qualifying period for Extended Disability benefits under the Alberta School Employee Benefit Plan shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.*
- 10.8 *Medical certificates and/or statements shall provide enough information for an informed decision to be made both as to the leave itself and the date of re-evaluation or return to work.*

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

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

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

- (1) *A teacher who is employed by the Employer is entitled to maternity leave without pay and benefits as outlined below.*
- (2) *A teacher referred to above is entitled to a maternity leave of a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery, and not later than the date of delivery;*
- (3) *Subject to Article 11.1.5, a teacher on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery. A teacher, with agreement of the Employer, may shorten the duration of the six (6) week period following the actual date of delivery by providing the Employer with a medical*

*certificate indicating that resumption of work will not endanger her health.*

- (4) *When a teacher is on sick leave or on the Employer's SUB plan, the Employer will continue to contribute its portion of premiums for health plan benefits. When the Employer's contributions cease, the teacher will, subject to the ASEBP's approval, have the option of remaining on her health plan benefits provided the teacher contributes 100% of the required premiums.*

#### *11.1.2 Notice of Maternity Leave*

*A teacher must provide the Employer at least six (6) weeks notice in writing of the date she will start her maternity leave and shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery. Notwithstanding the requirements under clause 11.1.11, the notice of leave shall also contain, if possible, the forecasted date on which the teacher intends to return to work.*

#### *11.1.3 No Notice of Maternity Leave*

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

- (1) *indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and*
- (2) *gives the estimated or the actual date of delivery*

#### *11.1.4 Notice of Employer to Start Maternity Leave*

*11.1.4.1 If during the 12 weeks immediately before the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, an employer may give the employee written notice requiring her to start maternity leave.*

- 11.1.5 *When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher will be placed on sick leave to the extent of her entitlements under Article 10, from the date of absence until the date of delivery, followed by maternity leave commencing the date following the date of delivery. All sick leave must be supported by a medical certificate as required in clauses 10.3 and 10.4. Sick leave entitlements and extended disability benefits shall be as per Article 10. The Employer, at its expense, may require a medical examination by a medical practitioner of its choice.*

- 11.1.6 *A teacher on maternity leave shall make application for employment insurance benefits and proceed to the Employer's*

*SUB plan for the duration of the health related portion of the maternity leave.*

*The Employer SUB plan will provide, during the two week waiting period and while the teacher is receiving E.I. maternity benefits, top up of teacher's normal weekly earnings:*

- a) for the duration of the health related period equivalent to the number of sick leave credits available to the teacher where such credits are less than 90 calendar days, or*
- b) until the teacher is eligible to apply for Extended Disability Benefits whichever is the shortest period.*

*Medical documentation as required in clause 10.3 and 10.4 shall be required to support the post-delivery health related portion. The Employer, at its expense, may require a medical examination by a medical practitioner of its choice.*

*11.1.7 When a teacher has been absent from work and unable to perform duties due to her pregnancy for a period of 90 consecutive calendar days, the teacher shall apply for Extended Disability Benefits. At this point, a teacher in receipt of salary or SUB Plan benefits will no longer receive these payments from the Employer.*

*11.1.8 The provisions of the Sick Leave article do not apply where a teacher is unable, due to pregnancy, to report to work and perform duties except in the circumstances addressed in 11.1.5 above.*

**11.1.9 Parental Leave**

- (1) The Employer shall grant parental leave to a teacher in the following circumstances:*
  - a) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;*
  - b) in the case of a parent a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;*
  - c) in the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.*
  - d) parental leave shall be without pay and benefits*
- (2) If both parents are Employer employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is*

*not required to grant parental leave to more than one employee at a time.*

**11.1.10 Notice of Parental Leave**

- (1) *A teacher must give the Employer at least six (6) weeks written notice of the date the teacher will start parental leave unless:
  - a) *the medical condition of the birth mother or child makes it impossible to comply with this requirement;*  
*or*
  - b) *the date of the child's placement with the adoptive parent was not foreseeable.**
- (2) *If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 11.1.10 a), the teacher must give the Employer written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*
- (3) *Employees who intend to share parental leave must advise their respective employers of their intention to share parental leave.*

**11.1.11 Resumption of Employment**

- (1) *A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Employer at least four (4) weeks written notice of the date on which the teacher intends to resume work and, in any event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.*
- (2) *A teacher must resume work on the date specified in the written notice and if the teacher fails to return to work on that date the teacher is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.*
- (3) *A teacher returning from maternity leave or parental leave will be provided their former position, if practicable, or a comparable position. This does not imply the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

**11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave - Effective February 13, 2019 and for maternity/parental/adoption leaves that commenced prior to May 1, 2019)**

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

**11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.1.3 *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

### **11.3 Salary Payment and Benefit Premium (Health Related)**

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

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

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



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

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

### **12.1 Effective September 1, 2015:**

- a) Teachers shall be eligible to earn two personal leave days per school year. *The first personal leave day may be taken without deduction and the second day shall be at full pay less a deduction equivalent to the cost of a substitute including benefits. The deduction for a substitute shall be regardless of whether or not a substitute is retained.*
- b) To qualify for personal leave, a teacher must provide a minimum of 5 continuous months of service under contract(s) in a school year with this Employer. Teachers may use the personal leave days in advance of completing five continuous months of employment. However, if they leave prior to completion of the five month period, the cost of the personal leave days advanced shall each be recovered from their final paycheque at 1/200 of their salary.
- c) Those teachers on continuing contracts who have less than 5 months of continuous service in a school year shall remain eligible for two personal leave days less a deduction equivalent to the cost of a substitute, including benefits, regardless of whether or not a substitute is required.
- d) An eligible teacher may accumulate the unused portion of personal leave as granted in 12.1 a) above to a maximum of five (5) days. All accumulated days shall be less the cost of a substitute including

benefits. The underlined portion of this clause expires March 1, 2019, and is replaced with the following: An eligible teacher may accumulate the unused portion of personal leave as granted in 12.1(a) above to a maximum of five (5) days. Accumulated days, when used from the accumulated bank, will be paid out on the basis of how the personal days were earned, however only one (1) personal day without deduction can be in the accumulated bank at any one time.

- e) The granting of personal leave will be subject to program needs and the interests of the school, at a time mutually agreeable to the teacher, the principal and the superintendent.
- f) Wherever possible, the teacher accessing personal leave under this clause shall provide two weeks` notice of the request.
- g) Personal leave under this clause may not be taken on a PD day.
- h) Effective March 1, 2019, personal days shall not result in an absence greater than three (3) consecutive work days, without the prior approval of the Superintendent or designate.
- i) Unpaid leave in excess of thirty consecutive days and extended leave of more than sixty consecutive days shall not be counted as service towards the earning of personal leave.

### **13. ASSOCIATION LEAVE AND SECONDMENT - Effective February 13, 2019**

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

*required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

Teachers leaving the employ of the Employer will forfeit any remaining balance of all accumulated leaves.

### **14.1 Critical Illness Leave**

- 14.1.1 *Temporary leave of absence necessitated by critical illness of spouse, parents, or children shall be granted by the Employer, with pay, for a time up to and including five (5) operational days.*
- 14.1.2 *Temporary leave of absence necessitated by critical illness of a brother, sister, parents of spouse, brother or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent of spouse, shall be granted by the Employer, with pay, for a time up to and including three (3) operational days.*
- 14.1.3 *For purposes of Clause 14.1 critical illness shall mean a life threatening illness that presents an immediate threat to life in palliative care situations or requiring intensive care hospitalization and shall be determined by a certificate from a medical doctor if required by the Employer.*

### **14.2 Bereavement Leave**

- 14.2.1 *Temporary leave of absence necessitated by death of spouse, parents, or children shall be granted by the Employer, with pay, for a time up to and including five (5) operational days.*
- 14.2.2 *Temporary leave of absence necessitated by death of a brother, sister, parents of spouse, brother or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent of spouse, shall be granted by the Employer, with pay, for a time up to and including three (3) operational days. Additional compassionate leave where required, may be granted upon application to the Employer.*
- 14.2.3 *Temporary leave of absence to attend the funeral of an aunt, uncle, niece or nephew shall be granted by the Employer, with pay less the cost of a substitute for a time up to and including one (1) day.*

### **14.3 Paternal Leave**

- 14.3.1 The Employer shall grant one (1) day with full pay and benefits for paternal leave.

**14.4 Family Medical Leave**

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

- a) For a maximum of three (3) days per school year with full pay for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by Clause 10, is reduced by a corresponding amount. A medical certificate shall be provided in order to establish eligibility for benefits under this clause. The definition of family is to include son, daughter, spouse, parents and any dependent residing in the immediate household.

**14.5 Family Needs Leave**

Effective March 1, 2019:

14.5.1 A teacher on a continuous or probationary contract shall be granted one (1) day leave of absence per school year, without loss of salary, for the purpose of supporting your family when taking care of your obligations/needs, where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one-half day.

14.5.2 For the purpose of clause 14.5.1 "family" means your family, including the teacher's spouse, child, parent, or someone whom the teacher has legal guardianship over.

14.5.3 Without prior approval of the superintendent or designate, this Family Needs Leave day shall not be combined with personal leave to create an absence greater than three (3) consecutive work days.

**14.6 Jury Duty/Court Appearance Leave**

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

- a) For jury duty or any summons related thereto;
- b) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set forth by the court or other body, and further provided that the teacher is not charged with any offense.

**14.7 Discretionary Leave**

14.7.1 Additional leaves of absence may be granted by the Employer, with or without pay and/or Employer contributions to benefits, at the discretion of the Employer.

## 14.8 Inclement Weather

- 14.8.1 When a teacher deems road conditions to be unsafe, unless a general leave is declared by the Superintendent or the Board, teachers unable to report to work due to inclement weather and impassable roads for any portion of the day or a full day shall be provided with an Inclement Day absence. They will have their pay deducted at the cost of a substitute for the full day regardless whether or not a substitute is retained.

## 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.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
  - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the*

*purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the*



*expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*

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

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

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

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

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

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

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

*a) An affected Employer rectify any failure to comply with the Collective Agreement;*

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

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

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

*a) TEBA and the Association.*

*b) Any affected Employer.*

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 The parties agree to the following dispute resolution process in order to resolve differences arising between any teacher covered by this agreement and the Employer, or in a proper case between the Association and the Employer as to the interpretation, application, operation or contravention, or alleged contravention of any local condition of this Agreement or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance.

16.2 If at any time the parties agree that the alleged violation is of a central nature, the grievance procedure shall be transferred to the central grievance procedure and the central grievance procedure timelines shall be adhered to.

16.3 If the alleged violation is initiated as a central nature and then defined as a local grievance, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure timelines shall be adhered to.

16.4 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.

16.5 It is understood that should a satisfactory disposition of the grievance not be reached at any step of the grievance procedure within the allotted times, the Employer, the teacher, or the Association may proceed to the next step.

16.6 A Teacher shall have the right to be accompanied by and/or represented by an Association Representative at any meeting described in this article.

16.7 If the grievor fails to meet deadlines, the grievance shall be deemed to be at an end.

16.8 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.

16.9 The local grievance shall be dealt with as follows:

#### Step 1 – Discussion (Informal)

The Teacher, with or without representation, or in the proper case the Association, shall attempt to resolve any dispute through written communication or resolution meeting with the Secretary Treasurer or designate, within thirty (30) operational days from the date on which the teacher became aware of its occurrence.

#### Step 2 - Written Presentation (Formal)

If the dispute is not resolved in Step 1, all such grievances shall then be submitted to the Superintendent, or designate, and the Coordinator of Teacher Welfare within ten (10) operational days from the date on which the dispute was identified through writing or resolution meeting was held.

All grievances must be presented in writing, and

- shall set out the nature of the dispute,
- the article(s) of the Agreement that has been allegedly violated, and
- the remedy sought.

#### Step 3 - Meeting

The Teacher and/or their representative and the Superintendent, or designate, agree to meet and endeavour to resolve the difference. The parties agree to share relevant information to the dispute. This meeting shall be scheduled within ten (10) operational days from the date the written grievance was received by the Superintendent, or designate.

#### Step 4 - Written Reply

The Superintendent, or designate, shall provide a written reply to the Teacher within ten (10) operational days of the date of the meeting held in Step 3. If the parties are unable to resolve the dispute, either party may notify the other in writing of its desire to submit the difference to mediation or arbitration, within 10 operational days.

#### Step 5 - Non-Binding Mediation

If the parties agree to Mediation, a mediator shall meet with the parties to assist the parties in reaching a resolution of the dispute.

The grievance may be resolved by mutual agreement between the parties. The parties may request that the Mediator issue a report including non-binding recommendations.

The expenses of the Mediator shall be borne equally by both parties.

#### Step 6 - Arbitration

If the grievance is not settled at Step 4 or Step 5, the Employer or The Alberta Teachers' Association, may, within the 30 calendar operational days following receipt of the written decision of the Superintendent, or designate at the conclusion of Step 4 or Step 5, refer the matter to Arbitration as per the Alberta Labour Relations Code, as amended from time to time.

If the grievance is not taken to arbitration as herein provided within the 30 operational day period, the grievance shall be deemed to be at an end.

The Association and the Employer may, by mutual agreement, agree to proceed with a single arbitrator or a three person Arbitration Board.

The single arbitrator shall be appointed and the proceedings carried on as described in section 136 and 137 of the Labour Relations Code, as amended from time to time. If the parties are unable to agree on a person to act as the single arbitrator, either party may request the Director of Mediation Services, Department of Labour, in writing to appoint a single arbitrator. The parties agree to share equally the expenses of the arbitrator.

The three person arbitration board shall be selected as described in section 138 of the Labour Relations Code, as amended from time to time. Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed will endeavour to select a chairperson. If the parties are unable to agree on a person to act as the chairperson, either party may request the Director of Mediation Services, Department of Labour, in writing to appoint a chairperson. The parties agree to bear the expenses of its respective appointee and to share equally the expenses of the chairperson.

The single arbitrator or three person arbitration board may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.

The single arbitrator or three person arbitration board shall not alter, amend or change the terms or conditions of the collective agreement. The arbitrator or three person arbitration board may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.

#### Step 7 - Award

The single arbitrator or three person arbitration board shall issue an award in

writing, and the award is final and binding on the parties and on every employee affected by it.

A decision of the majority of the members of an arbitration board is the decision of the arbitration board but, if there is no majority, the decision of the chair governs, and the chair's decision is deemed to be the award of the three person arbitration board.

## **17. EMPLOYMENT**

### **17.1 Transfers**

17.1.1 Where the Employer initiates a teacher's transfer, notwithstanding school closure, to another school, the Employer shall pay the reasonable moving expenses, not to exceed \$1,500.00, from the school or residence, whichever is closer (in excess of 90 km one way), necessarily incurred by the teacher and the teacher's family as a result of such transfer, provided that such transfer requires a change of residence.

### **17.2 Probationary Period**

17.2.1 A continuing contract shall be issued to teachers who have completed one year of service with the Employer, provided they are recommended by the Superintendent and approved by the Employer.

### **17.3 Travel Expenses**

17.3.1 When a teacher is required to travel from one school to another during the school day as a condition of employment, excluding teacher inservices and field trips, where travel is greater than ten (10) kilometres, the teacher will be reimbursed for mileage between schools at a rate set by the Employer.

### **17.4 Subrogation**

#### **17.4.1**

- a) Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- b) Interest means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, SA 1984, c.J-0.5 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 Employer.
- e) Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

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

- a) the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- c) the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- h) the Employer's consent to settlement shall not be unreasonably withheld.

17.4.3 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the

cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

- 17.4.4 When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.
- 17.4.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this article 17.4.
- 17.4.6 In exercising any of its rights under clause 17.4, the Employer shall have due regard for the interests of the teacher.

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

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

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

On Behalf of the Association

On Behalf of the Employer

\_\_\_\_\_

\_\_\_\_\_  
Board Chair

\_\_\_\_\_

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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

\_\_\_\_\_  
Coordinator of Teacher Welfare



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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

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

1. Scope

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

2. Process

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

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

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

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

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

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

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

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

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

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

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

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

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

### **New Letter of Understanding #5 – Wellness Spending Account**

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

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

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

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

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

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

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

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

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

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

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



## **Letter of Understanding #8 – Right to Disconnect**

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

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

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

**Letter of Understanding #9: Professional Development Allocation**

*A Committee will be struck to investigate access to Professional Development and a report be presented to the Superintendent and Local President by June 1, 2020. The Committee will be comprised of four teacher representatives, two of which will have administrative designations and two (2) Division office staff.*