

COLLECTIVE AGREEMENT

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

BETWEEN

BUFFALO TRAIL PUBLIC SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between Buffalo Trail Public School Division (Employer) and the Alberta Teachers' Association (Association).

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

Effective February 6, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

1. APPLICATION/SCOPE

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

Effective February 6, 2020, clause 1.1 above is repealed and replaced by the following clause: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 This Agreement applies to all employees of the Employer who, as condition of employment, must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, or where the context requires, teacher, except those designated as:

- a) Superintendent
- b) Deputy Superintendent
- c) Assistant Superintendent
- d) Associate Superintendent

- e) Director, Student Services
- f) Director of Technology
- 1.3 *Effective February 6, 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 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 February 6, 2020)*
 - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers/School Divisions and to bind the Employers/School Divisions in any agreement with respect to central terms.*
 - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3. *For the purpose of bargaining collectively with the Association, 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 management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective February 6, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this*

collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

2.8 Provision of Information (Effective until February 6, 2020)

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

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

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

b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*

c) *Most recent Employer financial statement;*

d) *Total benefit premium cost;*

e) *Total substitute teacher cost; and*

f) *Total allowances cost.*

2.8 Provision of Information (Effective February 6, 2020, the following clause repeals and replaces clause 2.8 above)

2.8.1 *As the Association is the bargaining agent for the teachers employed by the 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 The Employer shall pay all teachers the salaries as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.

- 3.1.1 One month's salary shall be one-twelfth part of the annual salary at the rate in effect that month.
- 3.1.2 Each teacher shall be paid one-twelfth of the teacher's annual salary on or before the 26th of each month.
- 3.1.3 No adjustments in the salary schedule shall cause a teacher's salary to be less than that applicable immediately prior to the effective date of this agreement.

3.2 Grid

STEP	CAT 4	CAT 5	CAT 6
0	59,464	62,819	66,707
1	63,135	66,454	70,324
2	66,798	70,104	73,933
3	70,473	73,749	77,554
4	74,143	77,393	81,172
5	77,809	81,035	84,783
6	81,477	84,680	88,398
7	85,149	88,326	92,017
8	88,811	91,972	95,631

STEP	CAT 4	CAT 5	CAT 6
9	92,476	95,619	99,251
10	94,419	97,813	101,704

3.3 Education

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

3.4 Experience (Effective until August 31, 2019)

- 3.4.1 *Effective September 1, 2017 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.*
- 3.4.3 *Effective September 1, 2017 a teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Effective September 1, 2017 previously unrecognized experience gained in one school year with a Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.5 *The provisions of 3.4.2 through 3.4.4 shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.6 *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.*
- 3.4.7 *The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year and on February 1 of each year.*
- 3.4.8 *No teacher shall receive increments for teaching experience gained while the teacher was not holding a valid teaching certificate.*
- 3.4.9 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Employer. Satisfactory evidence shall be deemed to be documentation from boards which employed the teacher. Until 45 days have elapsed from commencement of employment or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed by the teacher. If within the 45 days satisfactory evidence is not submitted, the teacher shall be paid for zero years of teaching experience and will only have the teacher's pay level adjusted effective the beginning of the month*

following the submission of satisfactory evidence of teaching experience.

- 3.4.10 *Notwithstanding clause 3.4.9, if proof of written attempts to secure satisfactory evidence of teaching experience is supplied within 45 days, years of experience shall continue to be paid as claimed by a teacher for a maximum of 100 days.*

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

Effective September 1, 2019

- 3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.*
- 3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*
- 3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*
- 3.5.1.3 *A copy of the decision will be provided to the teacher.*
- 3.5.2 *After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

- 4.1 In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule. Payment of administrative allowances shall commence on the effective date of appointment.
- 4.1.1 The Employer may create or designate new positions not specified in this Article but are nevertheless covered by the terms of this Agreement under Article 2.
- 4.1.2 The amount and method of remuneration shall be set by the Employer after consultation with the local employee representatives on the teachers' teacher welfare committee.

4.2 Administration Allowances

4.2.1 *Principal's Allowance (effective until August 31, 2019).*

The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Each principal shall receive an allowance per annum as follows:

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
1	Less than 25	\$9,393
2	26 to 100	\$13,150
3	101 to 175	\$16,907
4	176 to 275	\$20,664
5	276 to 375	\$24,421
6	376 to 500	\$26,925
7	501 to 625	\$28,804

* Student Count shall be as of September 30th of the applicable school year.

Effective August 31, 2018, combine principals allowance categories 1–3 with a minimum allowance of \$16,907.

Principals shall receive one (1) day in lieu each year. This day is not subject to carry forward or pay out.

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

4.2.3

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
1	1 to 375	\$25,000
2	376 to 500	\$26,925
3	501 to 625	\$28,804

4.2.4 Principals shall receive one (1) day in lieu each year. This day is not subject to carry forward or pay out.

4.2.5 **Assistant Principal's Allowance**

a) The assistant principal shall receive an allowance equivalent to one-half of the allowance paid to the principal under this clause.

- b) Where there is more than one assistant principal, a sum equal to 70 percent of the principal's allowance shall be divided between them in the ratio of their responsibilities.
- c) Where an assistant principal acts in place of a principal for more than ten (10) consecutive school days, the teacher shall receive an allowance equivalent to that of the principal's allowance for such excess period. Such designation shall terminate upon the principal's return to duty or upon the appointment of a new principal.

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

4.2.7 Student count for the purposes of calculating administrative allowances shall be that count as of September 30 in each school year. Where Early Childhood Services students are housed in a school, each pupil shall be counted as 0.5 for purposes of administrative allowances. Private Early Childhood Services students shall not be counted for purposes of administrative allowances.

4.2.8 Where a new school is opened resulting in a transfer of pupils, the administrative allowances in all schools affected shall be adjusted accordingly effective the date of the transfer of the pupils.

4.3 Red Circling

No principal or assistant principal shall have their allowance reduced by reason of implementation of clause 4.2 unless the number of students is reduced, in which case, the allowance shall be reduced accordingly.

4.4 Acting/Surrogate Administrators

4.4.1 In the absence of the principal and the assistant principal, or where there is no assistant principal and the principal is absent, a teacher shall be designated as acting principal.

4.4.2 In a school where there is no assistant principal, a teacher shall be temporarily designated to act as principal in the absence of the principal and the teacher shall receive an allowance equivalent to fifty (50) percent of the principal's allowance for that day.

4.5 Teachers with Principal Designations (Effective until February 6, 2020)

4.5.1 Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five

(5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

4.5.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the 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.

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

4.5 *Teachers with Principal Designations* (Effective February 6, 2020, the following repeals and replaces clause 4.5 above).

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

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

4.6 *Other Administrator Designations*

4.6.1 *The Hutterite colony allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary*

grid. One teacher of each Hutterite colony shall receive an annual allowance of \$689.00.

- 4.6.2 *A teacher designated as Principal at Large shall receive an annual allowance equal to a Category 1 Administrative Allowance as per Article/clause 4.2. In the case where the teacher designated as Principal at Large is in receipt of an allowance under Article 5 - Additional Allowances, the teacher shall be paid the higher of the applicable allowance in effect at the time of the appointment as Principal at Large or an allowance equal to a Category 1 Administrative Allowance as per Article/clause 4.2.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Payment for substitute teachers, including four percent vacation pay, shall be:

Daily Sub Rate - \$212.98

Payment for part days shall be prorated but in no case shall payment be for less than one-half day.

- 5.1.2 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200.92 plus six percent (6%) vacation pay of \$12.06 for a total of \$212.98.*
- 5.1.3 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

5.2 Commencement of Grid Rate

- 5.2.1 *Payment shall be made at the daily rate for the first five consecutive school days. On the sixth and subsequent days in the same school where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.*
- 5.2.2 *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-*

regulated breaks interrupt the substitute teacher's continuity in the classroom.

5.3 Other Substitute Teacher Conditions:

- 5.3.1 A substitute teacher who is cancelled less than 24 hours before they are scheduled to begin work, will be paid 1/2 the daily rate in clause 5.1 for that day provided they arrive at the school and provide a 1/2 day service.
- 5.3.2 When a teacher has provided 40 full-time equivalent days of substitute teaching service in the previous school year, the Employer shall pay the daily substitute rate for attendance at one day of a school/ divisional based in-service, Association Institute or Teachers' convention in the subsequent year.

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 Reasonable efforts will be made to ensure that part-time teachers' timetables will be contiguous.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans

- 7.1.1 *When enrolment is satisfactory to the insurers, the Employer will make available the Alberta School Employee Benefit Plan, which provides life, accidental death, dismemberment, and extended disability insurance, dental, vision and extended health care insurance.*
- 7.1.2 *Benefit coverage provided by the Employer will be 98% towards the premiums payable for the following group insurance plans (effective September 1, 2019, the Employer will cover 100% premiums):*
 - (a) *Alberta School Employee Benefit Plan:*

- (i) *Life Insurance and Accidental Death and Dismemberment Plan 2*
- (ii) *Extended Disability Benefit Plan D*
- (iii) *Extended Health Care Plan 1*
- (iv) *Dental Care Plan 3*
- (v) *Vision Care Plan 3*

It is understood that the Employer's contribution to the Alberta School Employee Benefit Plan premiums is applicable only where the teacher participates in the respective plan.

7.2 *Subject to the provisions of the master policies, all teachers shall be required to enroll in the Alberta School Employee Benefit Plan, except that teachers on contracts which do not exceed three months shall not be eligible for enrollment in the Plan. A teacher may be exempted from participation in Extended Health Care, Dental, and Vision where they receive coverage through their spouse.*

7.3 *The Employer will contribute annually to an individual Health Spending Account for each eligible teacher under contract in the amount of \$300 annually. Effective September 1, 2019, the minimum amount of Health Spending Account will be \$725.*

Upon approval from ASEBP as to date of commencement (after February 6 2020), the Employer shall provide a Health Spending Account / Wellness Spending Account (HSA/WSA) to all eligible teachers. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the *Income Tax Act of Canada*.

In this article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

The account will be administered by ASEBP as allowed by CRA and the Income Tax regulations for the benefit of that teacher and their spouse and dependant(s).

7.4 Payments made towards benefit plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of Employment Insurance premiums.

- 7.5 All new teachers have benefits in place when they begin work with the division, including in-service/orientation.
- 7.6 Any retired teacher who returns to work and is not eligible for ASEBP coverage shall be reimbursed the cost of their benefit coverage for the term of their employment.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

- 8.1.1 *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*
- 8.1.2 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

8.2 *Assignable Time Definition*

- 8.2.1 *Assigned Time is defined as the amount of time that Employers/School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention)*
 - b) instruction*
 - c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
 - d) parent teacher interviews and meetings*
 - e) 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/School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

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

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

8.3 *Duty Free Lunch*

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

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

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

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

8.4 The Employer shall submit proposed Employer regulations pertaining to teachers to representatives selected by and from its teaching staff. It shall be the responsibility of these representatives to communicate the views of the teachers regarding the proposed Employer regulations to the Employer.

- 8.5 It is recognized that a teacher's professional duties extend beyond instruction of pupils. Teachers will provide such instruction, supervision and other duties as assigned by the principal.
- 8.6 The extent of staff involvement in extracurricular activities shall be determined by the principal and the principal's staff.

9. PROFESSIONAL DEVELOPMENT

9.1 *Teacher Professional Growth Plan*

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the Employer's/School Division's goals.*
- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *Employers/School Divisions 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 may be granted by the Employer on application by a teacher for the following reasons:

- 9.2.1 Study for improving the teacher's academic or professional education.
- 9.2.2 Travel or experience which is useful in improving the teacher's service.
- 9.2.3 A teacher who is granted professional improvement leave shall:
- a) give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave;
 - b) not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher for a period of
 - i) two years after resuming duties following a leave of one year, or
 - ii) up to twenty-four (24) months determined by multiplying each month of leave by two (2) after resuming duties following a leave of less than one year; and
 - c) in the case of leave granted to study, provide proof of accredited professional development, upon return from professional improvement leave.

- 9.2.4 Should the teacher fail to return to teaching duties or should the teacher resign before completing the teacher's commitment following professional improvement leave, the teacher shall repay the amount specified in clause 9.2.7 plus interest calculated on the basis of the existing current rate.
- 9.2.5 All applications for professional improvement leave shall be submitted to the Employer by February 1st preceding the school year in which the professional improvement leave is to commence.
- 9.2.6 The Employer, after having the applications reviewed by a committee composed of two teacher representatives (appointed by the local executive council), two Employer members, and the Superintendent, shall determine, not later than April 1st, the number and persons, if any, to be granted professional improvement leave.
- 9.2.7 A teacher who is granted professional improvement leave for the year shall receive 60 percent of the category four minimum in equal installments on the last day of each month. The amount shall be calculated on the category four minimum in effect when the professional improvement leave commences and shall remain in effect for the entire duration of the leave.
- 9.2.8 No experience increment shall be allowed for the year of professional improvement leave.
- 9.2.9 The Employer may grant professional improvement leave for a period of less than one year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 9.2.7 calculated in the ratio that the period of approved leave bears to the school term.
- 9.2.10 A teacher taking professional improvement leave up to 30 consecutive calendar days will be reinstated to the same position held prior to the leave being taken.
- 9.2.11 A teacher taking professional improvement leave in excess of 30 consecutive calendar days shall be entitled to return to a teaching position within the Employer.

10. SICK LEAVE

10.1. Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:

- a) After one year of service - 90 calendar days

b) Less than one year of service - statutory sick leave

- 10.2 A teacher who has been absent due to the above reasons and returns to regular full time duties shall have the 90 calendar day sick leave entitlement reinstated pursuant to clause 10.1. However, in instances where the teacher has been continuously absent for a period of 20 or more consecutive school days, reinstatement of the sick leave entitlement will be made contingent on the teacher providing a medical certificate, signed by a medical practitioner, prior to the date of return, verifying that the teacher is able to return to work on a continuing basis.
- 10.3 In the case of a teacher who has five or more years of service with the Employer and re-enters its employ, the sick leave accumulated under clause 10.1 during the period of employment with the Employer shall be reinstated, provided however that the teacher re-enters within a period of two years.
- 10.4.1 A teacher who is absent from school duties for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for a period of more than three consecutive teaching days, shall be required to present to the principal medical documentation within five (5) school days after resuming teaching duties. Should a teacher fail to supply medical documentation, the Employer may deduct 1/200 of the teacher's salary for each day absent.
- 10.4.2 A teacher who is absent from school duties for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability, for a period of three (3) consecutive teaching days or less may be required to present to the principal a signed form giving the reason for such absence, immediately upon return to teaching duties.
- 10.4.3 In the case where the absence due to illness will exceed forty-five (45) calendar days, the teacher will provide, where possible, medical documentation to the Employer that the teacher is under the ongoing care of a physician. The intent is to provide for a smooth transition to extended disability for the employee when necessary.
- 10.5 After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan will take effect.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.1 A pregnant teacher who has been employed by the Employer for a continuous period of at least 12 months is entitled to maternity leave without pay and benefits for a period not exceeding 15 weeks, with the exception of the health-related portion.

11.1.1 When possible, a teacher will notify the Employer of her leave requirements and her date of return three months in advance. However, a teacher must give the Employer at least two weeks' notice in writing of the day she intends to commence maternity leave or where extraordinary circumstances exist, within 2 weeks after she ceases to work; and a minimum of two weeks' notice in writing of the day she intends to return from maternity leave. A medical certificate certifying pregnancy and the expected date of delivery shall accompany such notification.

11.1.2 The health-related portion of each teacher's maternity leave shall be as determined by medical documentation.

11.1.3 The teacher agrees to apply for employment insurance maternity benefits no later than the time of delivery. The Employer agrees to top up the EI benefits received by the employee to an amount equal to the employee's normal weekly earnings, during the health-related portion of the leave, falling within the EI entitlement period. The Employer agrees that as part of the topping up process, it will pay the full salary for the two week EI qualifying period, provided that the teacher does not receive any EI benefits for that period. The provisions of the sick leave article shall not apply in the case of maternity leave. Each teacher will verify that she is in receipt of EI benefits by providing a copy of the EI cheque stub to the Employer forthwith. The Employer shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and without Employer contributions to teacher benefit plan premiums or top up of EI benefits. The Employer shall advise each teacher to apply for extended disability benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the teacher shall apply for extended disability benefits and no further salary shall be payable.

11.1.4 (a) Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave.

(b) The phrase "returned to the position held at the commencement of the leave" in clause 11.1.4 (a) does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school year.

- 11.1.5 In addition to the maternity leave, each teacher shall be eligible for a further parental leave without pay and benefits for up to 37 weeks provided such is continuous and complete within 12 months of the date the teacher first went on maternity leave. During this 37 week period, each teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100% of the premium. The terms of this personal leave shall be arranged between each teacher and the Employer.
 - 11.1.6 Teachers are entitled to parental leave without pay and benefits for a period not exceeding thirty-seven [37] weeks for the purpose of adopting a child.
 - 11.1.7 When possible, a teacher will notify the Employer of leave requirements 3 (three) months in advance of the first day of the leave unless the child's placement with the adoptive parents was not foreseeable.
 - 11.1.8 Teachers who intend to share parental leave must advise the Employer of this intention. Depending on operational requirements, the Employer may permit sharing parents to be absent from work at the same time.
- 11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019).
- 11.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.
 - 11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.
 - 11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.

- 11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.
- 11.2.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.
- 11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.

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

11.1 Maternity Leave

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

Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

11.2 Parental Leave

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

11.3 Salary Payment and Benefit Premium (Effective for maternity / parental / adoption parental leaves that commenced after May 1, 2019)

- 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 *(Effective for maternity / parental / adoption parental leaves that commenced after May 1, 2019)*

- 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 Leave of Absence - Critical Illness or Death

Leave necessitated by critical illness or death of a spouse, child, parent, guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse and other close members who live in the teacher's household shall be granted with pay and applicable benefits by the Employer as follows:

- 12.1.1 Up to and including five teaching days for critical illness.
- 12.1.2 Up to and including five teaching days for death.
- 12.1.3 Leaves under clause 12.1.1 will terminate in the event of a death of the relative and the teacher will then be eligible for leave under clause 12.1.2. Leaves referred to in clauses 12.1.1, 12.1.2, and 12.1.3 must be taken during the time of the actual occurrence of the critical illness or death.
- 12.1.4 Time limits referred to in clauses 12.1.1, 12.1.2 and 12.1.3 may be extended or deferred at the discretion of the Employer should additional time be required.
- 12.1.5 Before payment is made under clause 12.1, the Employer may require medical documentation stating that critical illness was the reason for the absence.
- 12.1.6 Effective August 31, 2018, one (1) day shall be provided to attend the funeral of an aunt, uncle, niece or nephew.

12.2 Leave of Absence - Personal Leave

- 12.2.1 A maximum of two days personal leave each school year shall be granted.
- 12.2.2 The first two (2) days of leave shall be at full pay and applicable benefits.
- 12.2.3 Each teacher shall be eligible to accumulate up to two unused personal leave days per year, and may carry forward no more than three (3) days in any one school year.
- 12.2.4 Accumulated leave taken shall be at full pay less the cost of a substitute teacher as per clause 5.1.

12.2.5 Non-cumulative personal leave days shall be accessed first.

12.2.6 No teacher, or principal, may utilize more than five personal leave days, under clause 12.2, in any one school year.

13. ASSOCIATION LEAVE AND SECONDMENT

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

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

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

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

14. OTHER LEAVES

14.1 Leave of Absence – Examination

A teacher is entitled to leave of absence with pay and applicable benefits for one day to write an examination related to the teacher's academic studies.

14.2 Leave of Absence - Additional

A teacher who has no access remaining to leave under section 12.2 may apply for Additional leave of absence and such leave may be granted by the

Employer with pay and with benefits, with pay and without benefits, without pay and with benefits, or without pay and without benefits, for reasonable causes. Except under extenuating circumstances this leave must be applied for at least two weeks in advance.

14.3 Leave of Absence - Weather Conditions

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

- a) severe weather;
- b) impassable road conditions for which there has been reasonable, and repeated attempts made by the teacher to reach their place of employment or nearest Division school site.
- c) the failure of transportation other than the teacher's own which the teacher regularly relies upon for transportation to and from school, is entitled to pay and applicable benefits for the periods of absence so occasioned.

14.4 Leave of Absence - Family Medical

Upon prior notification of the Superintendent or designate, a maximum of two operational days leave for each school year shall be granted with full pay and applicable benefits for necessary medical attention of the teacher's immediate family (parent; spouse of parent; spouse or common law partner; children and dependents of the household). In order to establish eligibility for the benefits under this clause, acceptable medical documentation may be required by the Employer of the teacher.

14.5 Leave of absence without loss of salary and applicable benefits 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,
- c) providing that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body. In any court case or in any arbitration or other labour related court proceedings between the Association and the Employer where the court subpoenas a teacher to testify against the Employer, the Association will reimburse the Employer for the teacher's salary and applicable benefits.

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 Division 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 Division 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 Division, 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 Division rectify any failure to comply with the collective agreement.*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*

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

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

a) *TEBA and the Association.*

b) *Any affected School Division.*

c) *Teachers covered by the collective agreement who are affected by the award.*

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

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

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

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

c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*

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

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

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

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

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

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

- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the Collective Agreement;*
 - b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
 - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
 - b) *Any affected Employer.*
 - c) *Teachers covered by the Collective Agreement who are affected by the award.*

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference between the parties, any employee covered by this Agreement and the Employer, or in a proper case between the Alberta Teachers' Association and the Employer concerning the interpretation, application, operation, or alleged violation of this Agreement, which has not been resolved through discussion between the parties at either the school or the Division level, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.1.1 Step "A" - Such a difference (hereinafter called 'a grievance') shall be submitted in writing at the teacher level to the Deputy Superintendent or designate with copies to the chairperson of the Teacher Welfare Committee of the teachers of Buffalo Trail Public Schools Regional Division No. 28, and the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within 20 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated, and the remedy sought. It shall be the responsibility of the respondent and/or their representative of the grievance to arrange a meeting with the grievor and/or their representative, within 10 days of receiving notice of the grievance, if a meeting is requested. The respondent shall review the grievance and within 15 days of receipt of the grievance shall render a decision in writing to the grievor and the chairperson of the Teacher Welfare Committee.

In a proper case, the Employer or the Association may institute a grievance within twenty (20) days of the act giving rise to the grievance coming to the attention of the Employer or the Association. The particulars shall be forwarded in writing by the Employer to the Association or in writing by the Association to the Employer. The respondent shall render a decision in writing within twenty (20) days.

16.1.2 Step "B" – In the event the decision of the respondent fails to resolve the grievance, then either party may by written notice require the

establishment of an arbitration board as hereinafter provided. Such notice must be given within 20 days after the date of receipt of the respondent's written notice.

- 16.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavor to select an independent chairperson.
- 16.3 If the two members fail to select a chairperson within five days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services, to select a chairperson.
- 16.4 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.5 The arbitration board shall not change, modify, or alter any of the terms of this agreement.
- 16.6 The findings and decisions of the arbitration board shall be binding on the parties.
- 16.7 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 16.8 All aforesaid time limits referred to in the grievance procedure shall be exclusive to instructional days.
- 16.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.

17. EMPLOYMENT

- 17.1 The Employer, when requesting a teacher to transfer to another school except where the transfer is necessitated by a staff reduction, shall move the teacher or shall pay the teacher's reasonable moving expenses necessarily incurred by the teacher provided that such transfer is 80 kilometers from the previous assignment.
- 17.2 If a teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the Board has subrogation rights. This means the teacher may be required to include a claim to recover these benefits from the other party and then reimburse the Board the benefits received less the cost of litigation on a proportionate basis. The Board shall

notify the teacher of this requirement in a reasonable period of time of the said benefits commencing.

- 17.3 A teacher authorized or assigned on a regular basis by the Employer to travel by automobile, in the performance of the teacher's regular duties, shall be reimbursed at the rate for trustees by the Employer.
- 17.4 Each teacher shall be given a copy of the current collective agreement. The Employer and the Association shall share equally the cost of producing copies of the collective agreement.
- 17.5 Subject to the approval of the Superintendent, staff deployment is the responsibility of the principal.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2020.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

LETTERS OF UNDERSTANDING

New Letter of Understanding 1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

Where the parties cannot agree on an arbitrator, one of the above named will be chosen at random.
- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*
- g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) *The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process.*

If an oral decision is rendered, it will follow with a written summary including the decision and rationale.

- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6
Salary Adjustments

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

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

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

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

Letter of Understanding #7
Vacation and General Holiday Pay Claims

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

This letter of understanding will expire on August 31, 2020.

Letter of Understanding #8
Right to Disconnect

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

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

- 1. Interested Employers/School Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
- 2. TEBA and the Association will encourage participation in this project among Employers/School Divisions 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
Staff Liaison Committee

A Staff Liaison Committee shall consist of authorized representatives of teachers and elected board members, a maximum of three representatives of each party. Staff representation shall be for resource purposes. The parties shall meet a minimum of two (2) times during the school year. Each party shall bear its own costs. The Committee shall not discuss labour relations matters.

Letter of Understanding #10
Alberta Health Care Premiums

Should the Government of Alberta introduce any payroll deduction for Health Care, the parties agree to meet to discuss cost recovery acceptable to both parties.

Letter of Understanding #11
Professional Development Study

To study distribution, application procedures and allocation of PD funds to inform future rounds of bargaining.