

COLLECTIVE AGREEMENT

BETWEEN

CHINOOK'S EDGE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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

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

Effective December 11, 2019, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

Whereas the parties desire that these matters be set forth in an Agreement concerning terms of employment of the said teachers; and

And whereas, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and shall accord with the provisions of all applicable statutes of the Province of Alberta;

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

1. APPLICATION/SCOPE

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

Effective December 11, 2019, clause 1.1 above is repealed and replaced by the following clause:

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

- 1.2 Excluded Positions
 - 1.2.1 Superintendent,
 - 1.2.2 Deputy or Assistant Superintendent(s) or Associate Superintendent(s)
 - 1.2.3 Director, Curriculum and Instruction,
 - 1.2.4 Director, Special Education,
 - 1.2.5 Director, Technology Services
 - 1.2.6 Divisional Psychologist(s).
- 1.3 *Effective December 11, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective December 11, 2019)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*

1.6 *The School Division retains those residual rights of management not specifically limited by terms of this agreement.*

Effective December 11, 2019, clause 1.6 above is repealed and replaced by the following clause:

1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*

1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

1.10 *Effective December 11, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

Association and TEBA shall exchange details of all amendments sought.

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

2.7 Opening with Mutual Agreement

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

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

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

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

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

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

f) *Total allowances cost.*

2.8 Provision of Information (Effective December 11, 2019, the following clause repeals and replaces clause 2.8 above)

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

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

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 School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 Except for substitute teachers, each teacher shall be paid one-twelfth (1/12) of the annual rate of salary as follows:’

3.1.1.1 on the 27th of the month or the Friday prior if the 27th falls on a Saturday or a Sunday;

- 3.1.2 Teachers shall have their salary payments electronically deposited to their designated bank account.
- 3.1.3 Substitute teachers shall be paid not later than the tenth (10th) day of the month following, provided the necessary payroll information is submitted no later than three (3) calendar days following the last teaching day of the month in which the days were taught.
- 3.1.4 Convention Expenses and Allowance – School Division will provide upon request a signed T2200 for Employer-authorized convention expenses.

3.2 Grid

- 3.2.1 *The School Division shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One (1) month salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.*
- 3.2.2 *The number of years of teacher education and the years of teaching experience, as computed according to this Agreement, shall together determine the basic salary rate of each teacher employed by the School Division.*
- 3.2.3 *The following salary schedule, as referenced above, shall be effective as indicated:*
- 3.2.4 *Effective September 1, 2018*

STEP	CAT 4	CAT 5	CAT 6
0	59,074	62,603	66,244
1	62,558	66,087	69,727
2	66,045	69,571	73,205
3	69,527	73,052	76,688
4	73,014	76,535	80,166
5	76,497	80,020	83,653
6	79,981	83,503	87,132
7	83,466	86,985	90,612

8	86,953	90,465	94,094
9	90,434	93,951	97,573
10	93,918	97,432	101,052

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

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, the Association and the Alberta School Trustees' Association.*
- 3.3.2 *The adjustment dates for changes in the allowance for university education are commencement of the school year and February 1.*
- 3.3.3 *Each teacher claiming additional teacher education, and each teacher commencing employment with the School Division shall supply satisfactory evidence of teacher education to the School Division within ninety (90) calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates.*
- 3.3.3.1 *If satisfactory evidence is not submitted within ninety (90) calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits the letter of proof of application from Teacher Qualifications Service for evaluation of teacher education to the School Division within forty five (45) calendar days of commencement of employment or adjustment dates.*
- 3.3.4 *In the event of an appeal or re-evaluation by a teacher of an aforementioned Teacher Qualifications Service evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within sixty (60) calendar days of the date of the said Teacher Qualifications Service evaluation. Written proof of such an action by the teacher is required by the School Division to substantiate a claim under these provisions.*

3.3.4.1 *If an appeal or re-evaluation is not launched by a teacher within the said sixty (60) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.*

3.3.5 *Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*

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

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

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

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

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

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

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

3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made*

retroactive to the above mentioned adjustment dates in 3.3.2.

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

3.4 Experience (Effective until August 31, 2019)

- 3.4.1 Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 A year of teaching experience shall be earned by teachers providing service for at least the equivalent of one-hundred and twenty-five (125) school days with the School Division.*
- 3.4.6 Effective September 1, 2017, teaching experience earned by part-time teachers shall be accumulated within two (2) consecutive years.*
- 3.4.7 The number of years of teaching experience earned by a teacher prior to engagement by the School Division is granted as if it had been teaching experience in schools under the School Division's jurisdiction.*

- 3.4.8 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate.*
- 3.4.9 *The adjustment date for changes in the number of increments allowed for teaching experience shall be at the commencement of the school year or February 1st.*
- 3.4.10 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Division from other previous employer(s).*
- 3.4.11 *Proof of previous experience, or proof of having applied for same must be submitted to the School Division within forty five (45) calendar days of commencement of the school year, or the date of commencement of employment or February 1, whichever is applicable.*
- 3.4.11.1 *If such evidence is submitted within the forty five (45) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1, whichever is applicable.*
- 3.4.11.2 *If such evidence is not submitted within the aforementioned forty five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and years of university education. The salary shall be adjusted effective the beginning of the month following submission of such evidence.*

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

Teachers shall:

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

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

Prior Experience

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

teaching certificate or its equivalent in the relevant governing jurisdiction;

- b) The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

3.5 *Special Considerations: 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 School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.

3.5.1.1 Teachers must present valid proof of education and experience, satisfactory to the School Division, 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 School Division may place a teacher on a step greater than their experience and/or

education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.

3.6 Special Considerations: Year Round Schooling

In order to implement Year Round Schooling the following criteria shall apply.

- 3.6.1 Year Round Schooling means the organization of a school year in which students are provided instruction for a maximum of two hundred (200) days as per the Education Act 2020 and clauses 3.6.1.1 and 8.3.1 of the Collective Agreement. The school year shall be divided into four (4) instructional periods of roughly equal duration, separated by vacation or intersessional period(s).
- 3.6.2 The school year (Year Round Schooling) shall begin on or about August 1 and end on or about June 30 of each year.
- 3.6.3 The total length of instruction per year shall be comparable to that of a traditional school year.
- 3.6.4 Effective July 1, 2005 newly hired teachers or those teachers returning from an unpaid leave shall be entitled to a "transitional payment" in July and/or August provided that there is a minimum of six (6) or more scheduled work days in the month in which the teacher is hired or has returned from an unpaid leave. The total value of this transition payment(s) will be recovered from the twelve (12) regular salary payments described in clause 3.1.1, 3.1.2 and 3.2.1 above. Teachers in receipt of a transition payment(s) who do not work an entire school year shall have the value of any outstanding balance deducted from the final salary payment during that year. In subsequent years of employment, teachers will receive twelve (12) regular salary payments starting in September.
- 3.6.5 The traditional school year is premised on or about a September 1 "commencement of school" and a June 30 closing. The Collective Agreement is organized to reflect this premise. For the purpose of a school authorized to follow the Year Round Schooling calendar, the annual salary of its teachers shall be computed on the same basis as for all teachers covered by this Collective Agreement and paid in twelve (12) monthly intervals as computed from the beginning of the Year Round Schooling calendar, consistent with clauses 3.1.1, 3.1.2, and 3.2.1.
 - 3.6.5.1 The salary schedule, allowances and substitute teachers salary of staff designated to teach in a school authorized to use the Year Round Schooling calendar that reflects an on or about August 1 commencement of class shall be

computed in a manner consistent with the Collective Agreement.

3.6.5.2 More specifically, for a school authorized to follow a Year Round Schooling calendar, the following clauses shall be applied as though they read August 1, instead of September 1.

a. Clause 3.2.4	Salary Schedule
b. Clause 4.2, 4.2.1, 4.2.2	Administration and Administrative Allowances
c. Clause 4.2.3	Additional Allowances
d. Clause 3.3	Teacher Education
e. Clause 5.1	Substitute Teachers

3.6.6 Whenever time specific days are stipulated in the Collective Agreement, the commencement of the school year shall be deemed to be on or about August 1 for the Year Round Schooling or on or about September 1 for Traditional Schooling.

3.6.7 The intersession and activities instruction periods shall be deemed as non-instruction periods for teachers assigned to the Year Round Schooling calendar. This non-instruction portion shall be deemed to be the vacation period for all certificated personnel.

3.6.8 In a school authorized to follow a Year Round Schooling calendar, Kindergarten may be offered concurrently with the Grades 1-6 classes.

3.7 Other Rates of Pay

3.7.1 Service Outside the Operational Days

3.7.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of two hundred (200) days shall be paid at the rate of 1/200 of the rate of his/her total salary for each day he/she is so employed in excess of two hundred (200) days or 1/400 per half day (less than three hours).

3.7.1.2 Notwithstanding 3.7.1.1, a teacher not in receipt of an allowance above regular teacher (grid) salary who has been directed to undertake an individual assignment by

the Superintendent or designate which falls on a weekend or school break (including summer break) shall be paid at the rate of 1/200th of the rate of his/her total salary for each day he/she is so employed or 1/400th per half day (less than three hours).

3.7.1.3 Notwithstanding 3.7.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

3.7.2 Presentations At Teachers' Conventions

3.7.2.1 A teacher who is engaged by an Alberta Teachers' Association Convention as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The School Division may create or fill administrative positions other than those specifically enumerated in clause 4.2.3 hereof, provided that additional allowances are negotiated with Association Local No. 17 Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If after ten (10) days from the time the notice is given to the committee no agreement is reached, the School Division may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

4.2 Administration Allowances

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

4.2.1 Principal Allowances

4.2.1.1 *Effective September 1, 2015, Principals shall be paid*

<i>Base of 100 students</i>	<i>\$16,268</i>
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101-200 students	\$29.77 per student
201-300	\$24.74
301-400	\$21.46
401-500	\$21.37
501-600	\$20.62
601-700	\$19.48
701+	\$17.99

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

4.2.2 Vice Principal Allowances

4.2.2.1 *Effective September 1, 2015, Vice Principals shall be paid*

<i>Base of 100 students</i>	<i>\$8,131</i>
101-200 students	\$14.87 per student
201-300	\$12.38
301-400	\$10.74
401-500	\$10.70
501-600	\$10.30
601-700	\$9.73
701+	\$9.00

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

4.2.3 Additional Allowances

4.2.3.1 *The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.3.2 *In addition to the salary specified in 3.2, there shall be paid additional allowances for other designated administrative positions as follows:*

<i>Division Coordinators</i>	<i>\$7,454</i>
<i>Teachers of Hutterite Colony schools</i>	<i>\$3,070</i>
<i>Self-Managed Team Member</i>	<i>\$3,070</i>
<i>Curriculum & Instruction Leaders</i>	<i>\$3,070</i>

4.2.3.3 *Note: Division Coordinators appointed prior to September 1, 2005 shall be paid an allowance of \$7,523.*

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

4.3 **Red Circling**

4.3.1 When an administrator is transferred at the School Division request, the affected administrator's administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer, for a period of three (3) years. At the commencement of the fourth and subsequent years, the affected administrator's administrative allowance will be reduced by twenty percent (20%) until the amount of the administrative allowance is equal to the new administrative allowance payable.

4.3.1.1 Notwithstanding 4.3.1, where school grade configuration changes made by the School Division that result in a school's enrollment being lowered, the School Division agrees to maintain the annual allowance being received at the time of the student transfers for one (1) year. At the commencement of the second year, the affected administrator's allowance will be reduced by fifty percent (50%). In the third and subsequent years the administrative allowance will be based on the actual enrollment for the school.

4.3.2 When a principal is seconded by division office to work on a project basis, the principal will continue to receive the same allowance

during the secondment that the principal was receiving just prior to being seconded.

4.4 Acting/Surrogate Administrators – Compensation

- 4.4.1 When in the absence of the principal, the vice-principal or other designee acts in his/her place for a period of five (5) or more consecutive school days, the vice-principal or other designee shall be designated as acting principal and shall receive an allowance computed as per 4.2.1 effective the fifth day and every consecutive day thereafter of the period during which he or she is designated.
- 4.4.2 In schools where there is not a vice principal, a teacher shall be designated acting principal and will be paid in accordance with the administration formula specified in article 4.2.1 effective the fifth consecutive day of the principals absence, and prorated in accordance with the service rendered.
- 4.4.3 Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.5 Teachers with Principal Designations (Effective until December 11, 2019)

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing*

designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.5 *Teachers with Principal Designations* (Effective December 11, 2019, the following repeals and replaces clause 4.5. above)

4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding*

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

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

4.6 *Other Administrator Conditions*

4.6.1 *Appointment and Allocation of Administrators*

4.6.1.1 *In a school where there are nine (9) or more teachers including the principal, the School Division shall designate one (1) teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the School Division and the principal and staff of the school concerned.*

4.6.2 *Lieu Days*

4.6.2.1 *Principals and Vice-Principals shall each receive one (1) day in lieu per year as recognition for time worked outside of the approved school calendar. This day is not subject to carry-over or payout.*

5. *SUBSTITUTE TEACHERS*

5.1 *Rates of Pay*

- 5.1.1 *Effective September 1, 2015, substitute teachers shall be paid a per diem rate, the amount of which shall include vacation pay, as follows:
Effective until April 30, 2019, \$199.12 per day
\$119.47 per half day*
- 5.1.2 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.3 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

5.2 **Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: Effective September 1, 2010, a substitute teacher who teaches three (3) or more consecutive days in the same teaching position shall be paid effective the fourth day and every consecutive day thereafter a daily rate equivalent to one two hundredth (1/200) of his/her placement on the salary schedule.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 **Other Substitute Teacher Conditions**

5.3.1 **Booking of Substitutes**

- 5.3.1.1 *Effective September 1, 2010, when a substitute teacher is required for a period in excess of four (4) consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless the substitute teacher is unwilling to continue the assignment.*
- 5.3.1.2 *A substitute teacher will be hired when all school administrators are absent from a school for a half-day (1/2) or longer where reasonably practicable on instructional days. Excluded from this provision and from 'instructional days' are Career High/Outreach/Institutional Programs/Home Based Education Programs and Summer School, Self-managed teams, Hutterite Colony*

schools, inclement weather days, sports/events days and exam days.

5.3.2 Cancellation of Assignment

5.3.2.1 Substitute teachers shall receive, at minimum, twenty-four (24) hours' notice of cancellation of assignment. During this twenty-four hours' notice period, the substitute may be offered an alternative assignment at the same school. Should the substitute decline the alternative assignment, the substitute shall not be paid.

5.4 Substitute teachers who provide service at Reed Ranch, as a result of having a compressed week (designated as a four-day week school), shall be booked as 1.20 FTE for each day worked, with a minimum booking of 0.60 FTE.

6. PART TIME TEACHERS

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

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

6.2 *Part-time Teachers Salaries*

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

6.3 Other Part-time Teacher Conditions

6.3.1 A timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale for the decision.

6.3.2 A part-time teacher will be provided with the rationale for the decision if their FTE is altered.

- 6.3.3 A part-time teacher whose FTE is altered will be provided with the rationale for the decision.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 *When enrolment and other requirements for group participation in various plans have been met, the School Division will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

7.1.2 *The School Division shall contribute toward the costs of the various premiums as follows:*

7.1.2.1 *ASEBP Extended Disability Benefit, Plan D, Life Insurance Plan 2 and Accidental Death and Dismemberment Insurance, Plan 2 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.

7.1.2.2 *ASEBP Extended Health Care Plan 1 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.

7.1.2.3 *ASEBP Dental Care Plan 3 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.

7.1.2.4 *Alberta Health Care – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*

7.1.2.5 *ASEBP Vision Care Plan 3 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.

7.1.3 *The School Division shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the*

monthly premiums and shall remit payment for premiums to the appropriate companies.

- 7.1.4 Provided that it is consistent with the provisions of the Federal Income Tax Act, the School Division contributions under this article will be applied in the most tax advantageous manner for each teacher enrolled.

7.2 Group Benefits Eligibility

- 7.2.1 *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division after the signing of this Collective Agreement shall be required to enroll in the ASEBP Plans and Alberta Health Care. All teachers enrolled in the plans on the signing date of this Agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care Plan and the Dental Plan and the Vision Plan and the Alberta Health Care Plan upon submitting proof of participation in these or similar plans through his or her spouse.*

7.3 Health Spending Account and Wellness Spending Account

- 7.3.1 *Effective until August 31, 2019, the School Division agrees to contribute an amount equal to \$600.00 in equal monthly installments, to a health care spending account for the benefit of each eligible teacher and his/her dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans. Teachers whose assignment is less than 0.5 FTE will have this amount pro-rated based on their FTE.*
- 7.3.2 *Effective September 1, 2019, the minimum amount of Health Spending Account will be \$725.00.*
- 7.3.3 *Effective January 1, 2020, the School Division agrees to contribute for each school year an amount equal to \$725 in twelve equal monthly installments, to an account for the benefit of each eligible teacher and his/her dependent(s) which, at the annual option of the teacher, may be used for either or both of Health Spending and Wellness Spending purposes. Eligible teachers are those teachers eligible to participate in the benefit plans. Teachers whose assignment is less than 0.5 FTE will have this amount pro-rated based on their FTE. This combined account replaces the Healthcare Spending Account.*

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 Payments towards group insurance plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under the Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.

7.4.2 Prepayment of Benefit Contributions

7.4.2.1 Any leave where a teacher would have to pay for their own benefits, they shall have the option to prepay for benefit contributions.

7.4.3 Continuation of Benefits

7.4.3.1 Teachers whose contract of employment ends at the completion of a school year and who sign a new contract for the following school year shall have their benefits continue over the summer break.

7.4.4 Retired Teacher Group Benefits

7.4.4.1 Where a retired teacher is ineligible for regular group benefits with the Alberta School Employee Benefit Plan and is employed on a temporary contract by the School Division, the School Division agrees to pay up to the same premium contributions to the teacher as provided in Article 7 GROUP BENEFITS. Payment will only be made upon receipt of expense claims, showing benefit costs paid by the teacher up to the maximum of Alberta School Employee Benefit Plan rates.

7.4.4.2 When a teacher continues employment beyond age 70, and is therefore no longer eligible for regular benefits with the Alberta School Employee Benefit Plan, the School Division will pay up to the same premium contributions to the teacher as provided in Clause 7.1.1. Payment will be made upon receipt of actual expense claims up to the maximum of Alberta School Employee Benefit Plan rates and in accordance with the applicable terms of the Collective Agreement.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

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

8.2 **Assignable Time Definition**

- 8.2.1 *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
 - a) *operational days (including teachers' convention)*
 - b) *instruction*
 - c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
 - d) *parent teacher interviews and meetings*
 - e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
 - f) *staff meetings*
 - g) *time assigned before and at the end of the school day*
 - h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

8.3 Other Conditions of Practice

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

8.3.2 Special Needs Students

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

8.3.2.2 *be invited to participate in education related case conferences prior to the placement with personnel associated with the placement of the student;*

8.3.2.3 *have access to information that in the opinion of the School Division or its designee is pertinent to the placement; and*

8.3.2.4 *be provided in-service training to meet the needs of the student provided the School Division or its designee deem the training necessary.*

8.3.3 Duty Free Lunch (Effective April 7, 2019)

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

8.3.3.2 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be*

agreed to in writing by the teacher and the School Division.

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

8.3.3.4 *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 New Teacher Orientation

8.4.1 Teachers who attend the new teacher orientation and follow up dates on non-school days shall receive 1/200th of their annual

salary per day and shall have their benefits commence on the first day of orientation.

9. PROFESSIONAL DEVELOPMENT

9.1 *Teacher Professional Growth Plan*

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

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

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

9.2 Sabbatical Leave

9.2.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.

9.2.2 Sabbatical leave may be granted at the discretion of the School Division.

9.2.3 The remuneration of a teacher granted sabbatical leave shall be \$37,572.

9.2.3.1 Sabbatical leave for the duration of a semester or trimester may be granted by the School Division.

Remuneration shall be calculated on a prorated basis in accordance with clause 9.2.3.

- 9.2.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher, for a period of at least two (2) years after resuming duties.
- 9.2.5 Should a teacher, by mutual consent, resign or retire from the service of the School Division before completing their two (2) years service following such leave, repayment of sabbatical leave salary shall be made to the School Division on a prorated basis. Teachers on extended disability shall not have this counted as a repayment period.
- 9.2.6 Experience increments will not be granted to teachers for the period of leave.
- 9.2.7 A teacher granted sabbatical leave shall enter into an individual written agreement with the School Division as to the conditions under which the teacher may return to the school system at the conclusion of the leave provided the individual contract does not contravene the Collective Agreement.
- 9.2.8 For leaves commencing on or after September 1st, applications must be made on or before the 30th of April.
- 9.2.9 All applicants shall be informed of the School Division's decision immediately following the regular May School Division meeting.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Sick leave benefits are sponsored by the School Division and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
 - 10.1.1 *In the first year of employment with the School Division, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - 10.1.2 *During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*

- 10.1.3 *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive teaching days may be required to present a medical certificate following the fifth teaching day of absence.*
- 10.2.1 *When a teacher has been absent on sick leave in excess of twenty (20) consecutive days and wishes to return to work the teacher may be required by the School Division, at the School Division's expense, to provide medical evidence stating that the teacher is fit to perform regular duties.*
- 10.3 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of three (3) teaching days or less may be required to present a signed statement giving the reason for such absence.*
- 10.4 *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*
- 10.4.1 *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.5 *Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike or lockout.*
- 10.6 *When a teacher leaves the employ of the School Division, all accumulated sick leave shall be cancelled.*
- 10.6.1 *Notwithstanding clause 10.6, in the case of a teacher who has had one (1) or more years of continuous service with the School Division, and within two (2) years is re-employed by the School Division, the teacher shall have entitlement to ninety (90) calendar days of sick leave reinstated.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

- 11.1.1.1 *Effective February 5, 1997, teachers are entitled to maternity leave without pay for a period not exceeding eighteen (18) weeks.*
- 11.1.1.2 *When possible, a teacher will notify the School Division of her leave requirements three (3) months in advance of the first day of leave. The commencement of, and return from, maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.*
- 11.1.1.3 *Any teacher returning from maternity leave is entitled to a teaching position with the School Division. Any teacher returning from maternity leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the School Division, be offered a second probationary contract of employment.*
- 11.1.1.4 *The School Division shall continue to contribute the School Division's share of group insurance plan premiums during the entire maternity leave where the teacher chooses to continue coverage.*
- 11.1.1.5 *A teacher who is absent from teaching duties for a health related reason due to pregnancy that is substantiated by a medical certificate from a physician indicating the expected duration of the medical condition and the expected date of next assessment, shall, in lieu of salary provided in this Agreement, accept supplementary employment benefits for the actual period of such medical condition pursuant to the medical evidence and a Supplementary Employment Benefits Plan registered by the School Division.*
- 11.1.1.6 *Maternity leave (other than the health related portion due to pregnancy defined in clause 11.1.1.5) shall not be considered teaching experience for the purpose of granting salary increments.*

11.1.2 *Adoption Leave*

- 11.1.2.1 *Teachers are entitled to adoption leave without pay in accordance with the Employment Standards Code, the leave shall not however exceed thirty-seven (37) weeks.*
- 11.1.2.2 *Teachers entitled to adoption leave shall notify the School Division, in writing, of leave requirements three (3) months in advance of the leave, if possible, and at the*

first opportunity to do so afterwards if the three (3) month requirement cannot be met.

- 11.1.2.3 *Only one (1) parent of an adopted child shall be entitled to adoption leave under these provisions.*
- 11.1.2.4 *Any teacher returning from adoption leave is entitled to a teaching position with the School Division. Any teacher returning from adoption leave who was employed on a probationary contract immediately prior to such leave may, at the discretion of the School Division, be offered a second probationary contract of employment.*
- 11.1.2.5 *The School Division shall continue to contribute the School Division's share of group insurance plan premiums during the entire adoption leave where the teacher chooses to continue coverage.*
- 11.1.2.6 *Adoption leave shall not be considered teaching experience for the purposes of granting salary increments.*

11.1.3 *Child Care Leave*

- 11.1.3.1 *Child Care Leave shall be granted to a teacher without pay, allowances and other benefits of this Agreement for a period of up to one (1) school year:*
 - a) *to provide care to a teacher's child less than two (2) years of age; or*
 - b) *to care for the teacher's adopted child less than three (3) years of age or the teacher's adopted child who is identified as a special needs child.*
- 11.1.3.2 *The teacher shall, in consultation with the superintendent, three (3) months in advance of the leave, determine the commencement date of the leave.*
- 11.1.3.3 *Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and superintendent.*
- 11.1.3.4 *Teachers returning from child care leave are entitled to a teaching position with the School Division. Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave may,*

at the discretion of the School Division, be offered a second probationary contract of employment.

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

11.1.3.6 *Where child care leave is granted in conjunction with maternity or adoption leave, the combined total leave shall not exceed twelve (12) months.*

11.1.3.7 *Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.*

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 School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

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

11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*

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

11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the*

teacher is not eligible to reapply for additional consideration under Clause 11.2.3.

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

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *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 School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending*

Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 Upon request to the Superintendent or designate, with two weeks notice where possible, a teacher shall be granted up to three (3) personal leave days per school year subject to operational feasibility.

- 12.2 *Two (2) of these days shall be at no cost to the teacher/principal. If these days are not used at the end of the school year, they will be accumulated at a rate of one (1) day per school year to a maximum of five (5) days.*
- 12.3 *For the other day the cost of a substitute, including benefits, shall be borne by the teacher.*
- 12.4 *A teacher/principal may not use more than four (4) personal leave days in one (1) school year, unless approved by the Superintendent.*
- 12.5 *Clause 12 shall be applicable to part-time teachers on a basis pro-rated to the period of the teacher's actual service in the year bears to a year of full-time service.*

13. ASSOCIATION LEAVE AND SECONDMENT

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

14. OTHER LEAVES

Leave of absence shall be granted under the following conditions:

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized leave of absence approved by the School Division pursuant to section 111(1)(d)(i) of the Education Act, 2020.

14.1 Critical Illness and Bereavement Leave

14.1.1 *A teacher is entitled to not more than five (5) teaching days for each occurrence because of the critical illness and not more than five (5) teaching days for death of spouse, child (including step or foster child), parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a relative who is a member of the teacher's household and up to three (3) teaching days to attend the funeral of aunts or uncles, or nieces or nephews of the teacher or spouse, or for close personal friends.*

14.2 Leave For Child's Arrival

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

14.2.2 One (1) day of paternal leave with pay and benefits shall be provided to the non-birthing teacher at the time of the birth of each child and shall be taken within two weeks of the birth.

14.3 Family Medical Leave

14.3.1 *A teacher shall be entitled to use sick leave where the teacher's presence is required, by the physician, for non-routine medical procedures for a child or spouse or household member.*

14.4 Family Needs Leave

14.4.1 *A teacher shall be granted one (1) day leave of absence with pay and benefits per school calendar year for the purpose of supporting a teacher's child, spouse, or other dependent family member when taking care of obligations/needs where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one-half (1/2) day.*

14.5 Convocation/ University Examination Leave

14.5.1 A teacher is entitled to a leave of absence with pay for one (1) day when the leave is required to attend high school graduation or

convocation at a post-secondary institution at which the teacher or the teacher's son, daughter, spouse or parent is graduating. Post-secondary institution includes fire, police, military, and other non-traditional/vocational institution.

- 14.5.2 A teacher is entitled to a leave of absence with pay for one (1) day per calendar year to write an examination related to the teacher's academic studies.

14.6 Inclement Weather/Impassable Roads Leave

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

14.7 Jury Duty/Court Appearance Leave

- 14.7.1 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the School Division will continue to pay the teacher's full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the School Division.

14.8 Discretionary Leave

- 14.8.1 Additional leaves of absence may be granted by the School Division with or without pay.

14.9 General Leave of Absence

- 14.9.1 The Employer may grant leaves of absence without pay and without benefits.
- 14.9.2 Such leaves shall be for up to one year, renewable upon successful application for a second year.
- 14.9.3 Application for renewal must be made by March 1 of the first year of leave.
- 14.9.4 Such leave shall not entitle the teacher to greater employment consideration than active teachers.
- 14.9.5 A teacher on such leave shall be returned to the same or an equivalent position within the division if the same position is no longer available.

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.*

Effective May 1, 2019, the following clauses apply for central grievances commencing on or after May 1, 2019 and shall repeal and replace clauses 15.1 to 15.16 above.

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 School Division calendar on which teachers are scheduled to work. For the*

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

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

will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.

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

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

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

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

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

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

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

a) An affected 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.*

15.17 *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.*

15.18 *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 (hereinafter called "a grievance") between any employee covered by this Agreement and the School Division, or in a proper case between Local No. 17 of The Association and the School Division concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.1.1 Step A - The grievance shall be in writing and must include a statement of the following:

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

Such written grievance shall be submitted to the Superintendent of Human Resources of the School Division and to the Chairperson of the Teacher welfare Committee (EPC) of the Association Local No.

17 within twenty (20) teaching days following the date of the occurrence giving rise to the grievance or when the grievant first became aware of the occurrence giving rise to the grievance.

The Superintendent of Human Resources of the School Division shall have fifteen (15) teaching days in which to communicate a decision in writing to the grievor.

The board or a committee of the School Division and the grievor(s), with or without an Association representative, at the discretion of the grievor(s), may request a meeting within these fifteen (15) days in an attempt to resolve the dispute.

- 16.1.2 Step B – If a party to the grievance is not satisfied with the decision in 16.1.1 or if the grievance is not resolved within the said timeline then either party may, by written notice, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after the aforesaid twenty-one (21) day time limit expires.
- 16.2 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice, and the two (2) members shall endeavour to select an independent chairman.
- 16.3 If the two (2) members fail to select a chairman within five (5) days after the day on which the latter of the two (2) members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 16.4 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 arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman except with the consent of the School Division and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration board shall be the findings and decisions of the arbitration board and shall be binding on the parties.
- 16.7 Each party to a grievance shall bear the expenses of its respective nominee and the two (2) parties shall bear equally the expenses of the chairman.
- 16.8 Where any reference in clauses 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and School Division declared holidays and vacation periods.

- 16.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. 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 only be extended by the written agreement of both parties.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 The School Division shall make available in each school copies of the Collective Agreement for each teacher. Upon engagement, each new teacher shall be given a copy. Costs shall be shared equally between the School Division and The Association Local No. 17.

- 17.1.2 Newly appointed teachers may be required to present a medical certificate establishing that they are fit for duties.

17.2 Transfers

- 17.2.2 When the School Division requests a teacher to transfer to another school which is at least seventy (70) kilometers from the currently assigned school, it shall move the teacher or shall pay reasonable moving expenses necessarily incurred within one year of the commencement date of the new assignment, due to such transfer.

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 Non-Routine Procedures

Non-routine procedures/treatments are of a more serious nature than other health-related needs that extend beyond regular patient care and include, but are not limited to, specialists' appointments, diagnostic tests, procedures and surgeries that are neither regular nor expected. Non-routine procedures are often upon referral from the patient's regular health care provider and include (but are not limited to):

- *Treatment that may not be available outside the hours of the school day, nor on days when the teacher is scheduled to be teaching or rendering other service;*
- *Treatment that may normally be available outside the regular teaching day, but that requires travel to the treatment facility which therefore requires medical leave time;*
- *Complications arising from a common illness when emergency treatment is required;*
- *Scheduling (and re-scheduling) by health care providers beyond the control of the teacher.*

This definition does not apply to seasonal or other common causes of illness.

Letter of Understanding #10 – Joint Committee

During the life of the collective agreement (expiring Aug. 31, 2020) the parties shall form a Joint Committee to review (1) Personal Injury, Property Protection and Liability and (2) Work-Related Travel within the Division. The Committee will make recommendations to the Superintendent on future actions to be taken to address the concerns. These recommendations are anticipated to be presented by May 31, 2020. Each party may nominate up to five (5) representatives. The Committee will be co-chaired by representatives of the School Division and the Local. The Committee shall meet upon request of either party at mutually agreeable times, using non-instructional time as much as possible.

Letter of Understanding #11 – Transfer Process and Teachers’ Matter

CESD will review the transfer and intent form process with the members of Teachers Matter at the meeting closest to the start of the transfer process. The intent is to enable the Teachers Matter members to disseminate the information to their colleagues.

Letter of Understanding #12 – Professional Development

The School Division will maintain and Administrative Procedure that addresses Professional Development, currently it is AP 4-30 Staff Professional Development Funds, and amend the AP to include tuition reimbursement.

ADDENDUM 1

All teachers employed part-time and receiving full group insurance plan premium contributions from the School Division under the 1993-95 Bow Valley Agreement shall continue to receive said benefits while under the continuous employ of the School Division.

MATERNITY LEAVE SUPPLEMENTATION PLAN

1. Purpose

The purpose of the plan is to supplement the employment insurance benefits received by female employees of the Chinook's Edge School Division No. 73 for temporary unemployment caused by the health related portion of the employee's maternity leave.

2. Coverage

The group of employees covered by this particular maternity leave supplementation plan include all female staff of the Chinook's Edge School Division No. 73 who are paid in accordance with the provisions of the Collective Agreement between the Association No. 17 and Chinook's Edge School Division No. 73, and who have served continuously for at least twelve (12) months prior to the commencement date of the maternity leave.

3. The Plan

The employee agrees to apply for employment insurance benefits when she becomes eligible for the same. The School Division agrees to supplement the employment insurance benefits received by the employee equal to the employee's normal weekly earnings during the health related portion of the leave, falling within the employment insurance entitlement period.

The supplemental benefit shall replace sick leave benefits and the teacher shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the employee's employment insurance entitlement period.

4. Terms and Conditions of Payment

To be eligible for payments under the plan, an employee must apply for and be in receipt of employment insurance benefits except in the circumstance that the employee is serving the two (2) week employment insurance waiting period.

The employee must verify for the School Division the receipt of such benefits by providing to the School Division, a copy of the 'My Current Claim' document printed from their electronic Service Canada Account page.

The employee shall not be entitled to payment under the supplementation plan until such time as:

- *the School Division has verified the receipt of the employment insurance benefit, and*
- *the employee has provided medical evidence confirming the health related reason for absence from work during the maternity leave.*

The School Division shall pay its portion of each employee's group insurance 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 the School Division contributions to group insurance plan premiums.

5. Benefit Duration

The School Division agrees to supplement employment insurance benefits for a maximum of seventeen (17) weeks or for the health related portion of the employee's maternity leave, whichever is less. The employee shall not be entitled to any supplementation of employment insurance benefits for any period during which the employee would not have taught but for being on maternity leave.

6. Extended Disability

The School Division shall advise each teacher to apply for extended disability benefits at least thirty (30) days (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability, the teacher shall apply for extended disability benefits and no further salary, group insurance plan premiums, or supplementation of employment insurance benefits shall be payable by the School Division.

7. Plan Duration

This plan will come into effect as of September 1, 1995 and will continue in effect for the duration of this Collective Agreement.

8. Accumulated Benefits

Payments received under the supplementation plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.